



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
July 20, 2021
7:00 PM**

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes

Attachment: June 1, 2021, June 15, 2021

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Redevelopment Agency Meeting Minutes

Attachment: April 13, 2021

Marine Advisory Board Meeting Minutes

Attachment: October 15, 2020

Education Advisory Board Meeting Minutes

Attachment: May 5, 2021

Code Compliance Meeting Minutes

Attachment: April 13, 2021

Hillsboro Inlet District Meeting Minutes

Attachment: May 17, 2021

APPROVAL OF THE AGENDA

July 20, 2021

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/82296637709?pwd=eXcrUjd3VnpaaGJLL0kzcXh3b1pSQTO9>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 822 9663 7709#

Participant ID: #

Passcode: 747339#

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, temperature checks and face covering recommendations:

Attachment: Zoom Instructions

AWARDS & RECOGNITION

- 1. Proclamation presented to the City of Fort Lauderdale for its 2021 Resolution to recognize and memorialize Rubin Stacy by bringing awareness and education to the injustice and negative impacts surrounding acts of lynching, racial injustice, and social inequality by designating the segment of Davie Boulevard (State Road 736) between Interstate 95 (“I-95”) and U.S. Highway 441 (“US-441”), also known as State Road 7, with the secondary street name of “Rubin Stacy Memorial Boulevard”.**

Sponsor: Mayor Bill Ganz

- 2. Certificate of Recognition presented to Emily Lilly for her years of dedication and service as President of the Deerfield Beach Historical Society.**

Sponsor: Commissioner Todd Drosky

3. **Certificate of Appreciation presented to the Advocates for Clean & Clear Waterways and their volunteers for conducting a community cleanup at Trailhead Park on June 27, 2021.**

Sponsor: Commissioner Todd Drosky

4. **Certificate of Recognition presented to city staff for their hard work during the Juneteenth event.**

Sponsor: Vice Mayor Ben Preston

5. **Certificate of Recognition presented to Carlos Escamilla and Gael Garcia for their life saving efforts.**

Sponsor: Commissioner Todd Drosky

6. **Presentation regarding the Tigner Center Public Workshop.**

Sponsor: Department of Environmental Services

7. **Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting and adopting the Comprehensive Annual Financial Report for the fiscal year ending September 30, 2020; providing for implementation and an effective date. *(Tabled from June 1, 2021)***

Suggested Action: Commission to vote on Resolution

Sponsor: Department of Financial Services

Attachment: FY2020 ACFR

QUASI-JUDICIAL PUBLIC HEARINGS

8. P.H. 2021-089: APPLICATION NO. 12-I2-02 Rev. 2 (Waste Connections of Florida, Inc.)

Applicant: Waste Connections of Florida, Inc. represented by Carlos Gonzalez of Crain Atlantis Engineering, Inc.

Proposal: Major Site Plan modification seeking approval for an addition of a new 19,500 square foot transfer station, 3,910 square foot maintenance building, and 5,998 square foot ancillary scalehouse and office building.

Location: The property is generally described as two parcels of land on LEDDS ENTERPRISES II 144-20 B PORTION PARCEL A DESC AS COMM AT NW COR PARCEL A,S 484.87 ALG W/L TO POB,E 317.45,SE 94.50,S 168.35,W 399.12,N 218 TO POB AND PORTION OF PARCEL A DESC AS COMM AT SE COR PAR A,N 1285.11 ALG E/L PAR A,W 461.31 TO POB,CONT W 398.10,S 286.90 ALG W/L PAR A,E 317.45,SE 94.50,N 336.22 TO POB, more particularly described in the file, and located at 1751 SW 43rd Terrace.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: Waste Connections of Florida, Inc.

PUBLIC HEARING - FIRST READING**9. P.H. 2021-090: ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY OF DEERFIELD BEACH LAND USE PLAN MAP DESIGNATION ON THREE PARCELS TOTALING APPROXIMATELY 16.5 ACRES LOCATED AT 600 & 700 W. HILLSBORO BLVD. FROM COMMERCIAL TO MEDIUM-HIGH (25) MIXED USE-RESIDENTIAL (21.82 DWELLING UNITS/ACRE) (LUPA #65A); PROVIDING FOR AMENDMENT OF THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN ACCORDINGLY; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and transmit to County

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

Sponsor: Department of Planning & Development Services

Attachment: LUPA #65A

PUBLIC HEARINGS – SECOND READING

- 10. P.H. 2021-087: 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; APPROVING SUPPLEMENTAL APPROPRIATIONS AND BUDGET TRANSFERS IN THE AMOUNT OF \$2,341,275 FROM THE BUILDING FUND TO THE GENERAL FUND TO REIMBURSE THE GENERAL FUND FOR THE PRIOR YEARS BUILDING FUND EXPENDITURES, AND \$1,920,226 FROM THE FUND BALANCE OF THE GENERAL FUND TO THE GENERAL FUND APPROPRIATIONS IN ORDER TO COVER THE FY 2020 ENCUMBERED PURCHASE ORDERS THAT WERE CARRIED FORWARD TO FY 2021; PROVIDING FOR CONFLICTS, SEVERABILITY 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: Budget Amendment

- 11. P.H. 2021-088: ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE VIII "LOCAL HOUSING ASSISTANCE PROGRAM" OF THE CITY CODE OF ORDINANCES TO PROVIDE FOR CONSISTENCY WITH STATE LAW; 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 Legislative and Community Affairs

Attachment: Local Housing Assistance Program

PUBLIC COMMENT

Persons addressing the Commission shall state his/her name and address and may speak for three (3) minutes unless

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

CONSENT - BOARD APPOINTMENTS

- 12. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing the 11 individuals, listed in Exhibit "A" as members, to the Affordable Housing Advisory Committee; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Legislative and Community Affairs

Attachment: AHAC Appointments

- 13. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Amie Kay Tanner to the Historic Preservation Board; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Commissioner Bernie Parness

Attachment: Historic Preservation Board Appointment

- 14. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Ashley Gombs as a regular member and Nicholas Kerns as an alternate member of the Cultural Committee; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Vice Mayor Ben Preston and Commissioner Todd Drosky

Attachment: Cultural Committee Appointments

15. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Chauncey Chapman as a regular member to the Deerfield Beach Marine Advisory Board; and providing for an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Commissioner Todd Drosky

Attachment: MAB Appointment

16. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Katherine Brighton as a regular member to the Deerfield Beach Education Advisory Board; and providing for an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Commissioner Todd Drosky

Attachment: EAB Appointment

17. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Michael Marion to the African American Heritage Board; and providing for an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Commissioner Todd Drosky

Attachment: African American Heritage Board Appointment

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

18. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach,

Florida, approving Contract #JP021-06-2023 with the Areawide Council on Aging of Broward County, Inc., for the Center of Active Aging Emergency Home Energy Assistance Program; authorizing execution of the Contract in an amount not to exceed \$26,081.37; and providing an effective date. (*Fiscal Impact: Increase in funding*)

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: EHEAP Contract

- 19. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement for Public Affairs and Marketing Services with RJP Creations, Inc., for a one-year term in an amount not to exceed \$67,496.00; authorizing execution of the Agreement; providing for an effective date. (*Funds from Account #001-1800-513-32-99 - Other Contractual Services*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Public Affairs & Marketing

Attachment: RJP Creations, Inc.

- 20. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Award of Invitation to Bid #21-39-JW for Anthracite for Water Treatment Plant Operations; authorizing execution of a purchase order with Carbonfilt, LLC, the lowest priced responsive and responsible bidder; providing for an effective date. (*Funds not to exceed \$31,500 from Account #401-5020-533-35-11 - Chemicals*)**

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: Carbonfilt, LLC

- 21. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Proposals #21-03-JW for debt collection services; authorizing execution of Agreements with the top three ranked firms, Life Line Billing Systems, LLC dba LifeQuest Services, R.T.R. Financial Services, Inc.,**

and Valley Collection Service, LLC for three year terms with two additional one year renewal terms; providing for implementation and an effective date. (*Fiscal Impact: No direct cost to the City*)

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Financial Services

Attachment: Debt Collection Services

- 22. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Amendment to the Agreement with the State of Florida, Division of Emergency Management, for the implementation and administration of the Hurricane Loss Mitigation Program Grant for fiscal year 2020-2021; authorizing execution of the Amendment, extending the term through December 31, 2021; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Legislative and Community Affairs

Attachment: Hurricane Loss Mitigation Program

- 23. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of a Homeowner Rehabilitation Grant in an amount not to exceed \$50,848.80 to Nancy Krakowski; ratifying the purchase of replacement electrical panels in the amount of \$2,850.00; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Legislative and Community Affairs

Attachment: Home Rehabilitation Grant

- 24. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to the Grant Agreement with the Deerfield Beach Historical Society for the Community Participation Grant; authorizing execution of the Amendment; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Legislative and Community Affairs

Attachment: Deerfield Beach Historical Society

DEPARTMENTAL BUSINESS

- 25. Resolution 2021/ - A Resolution of the City of Deerfield Beach, Florida, relating to the provision of fire rescue services, facilities and programs in the City of Deerfield Beach, Florida; establishing the estimated rates for fire rescue assessments for the fiscal year beginning October 1, 2021; directing the preparation of an assessment roll; providing for a vacancy adjustment procedure; authorizing a public hearing and directing the provision of notice thereof; and 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 Financial Services

Attachment: Fire Rescue Assessment

- 26. Resolution 2021/ - A Resolution of the City of Deerfield Beach, Florida, relating to the collection of Nuisance Abatement Services Assessments; adopting findings of fact; directing the preparation of an assessment roll; providing for notice; and 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 Financial Services

Attachment: Nuisance Abatement Services

- 27. 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" OF THE CITY OF DEERFIELD BEACH LAND DEVELOPMENT CODE TO CREATE SECTION 98-107 "MOBILE FOOD DISPENSING VEHICLES" TO AUTHORIZE THE USE OF MOBILE FOOD DISPENSING VEHICLES AS A TEMPORARY ACCESSORY USE IN CERTAIN ZONING DISTRICTS AND PROVIDE GENERAL STANDARDS FOR OPERATING MOBILE FOOD**

DISPENSING VEHICLES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance and set public hearing for August 3, 2021

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

Sponsor: Department of Planning & Development Services

Attachment: Mobile Food Dispensing Vehicles

28. ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 66 "TRAFFIC AND VEHICLES" OF THE CITY CODE OF ORDINANCES AT ARTICLE II "STOPPING, STANDING, PARKING" AND ARTICLE III "TOWING OF UNAUTHORIZED VEHICLES FROM PRIVATE PROPERTY" TO PROVIDE 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 August 3, 2021

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

Attachment: Towing of Unauthorized Vehicles

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

29. Discussion regarding the selection of a voting delegate to the Florida League of Cities 2021 Annual Conference from August 12-14, 2021.

Suggested Action: Motion on decision of Commission

Sponsor: City Commission

Attachment: FLC Voting Delegate

30. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving free admission to the International Fishing Pier for Veterans; authorizing amendment to the appropriate fee schedule to the extent required; providing for conflicts and an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Mayor Bill Ganz

Attachment: International Fishing Pier

- 31. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, opposing and urging Broward County to deny the proposed amendment to the Broward County Comprehensive Plan, Broward County Municipal Service District Future Land Use Element Map Series, changing the future land use designation of the former Wheelabrator North Resource Recovery Facility from Electrical Generation Facility future land use designation to industrial future land use designation; directing the City Clerk to transmit a certified copy of this Resolution to the Broward County Commission and Broward Municipalities; providing for conflicts and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Commissioner Todd Drosky

Attachment: Waste Management

COMMENTS BY MAYOR & CITY COMMISSION
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ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, August 3, 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, June 1, 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
Commissioner Bernie Parness
Vice Mayor Ben Preston
Mayor Bill Ganz

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

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

Mayor Ganz announced the unfortunate passing of Jim Dunn, JR Dunn. He recognized Mr. Dunn for his contributions to the City as well as the Boys & Girls Club and asked that his family be in everyone's 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 - May 4, 2021

City Commission Workshop Meeting Minutes - April 22, 2021

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

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

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Appearance Board Meeting Minutes - April 28, 2021

Hillsboro Inlet District Meeting Minutes - April 19, 2021

Code Compliance Meeting Minutes - February 24 & March 24, 2021

ACKNOWLEDGEMENT OF CITY BOARD MINUTES - CONTINUED

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

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

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

June 1, 2021

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston, to approve the agenda; added Items 5 and 16. Voice Vote:

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

Nays: 0

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.**

Mayor Ganz read a proclamation concerning gun violence; whereas, every day, 100 Americans are killed by gun violence; on average there are nearly 13,000-gun homicides every year and Americans are 25 times more likely to be killed with guns than people in other developed countries. The proclamation outlined various local tragedies resulting from gun violence, including Marjory Stoneman Douglas High School, resulting in the loss of 17 students and faculty, and the wounding of 17 others, which brings greater attention to the need for awareness. In closing, Mayor Ganz proclaimed June 4, 2021 as National Gun Violence Awareness Day.

Robyn Raymond, Volunteer for Mom's Demand Action Broward Chapter, thanked the Commission and Mayor Ganz for their support of gun violence prevention as well as upcoming legislation against gun violence.

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

Mayor Ganz read a proclamation regarding LGBTQ Pride Month; whereas, on June 2, 2000, President Bill Clinton declared June as "Gay and Lesbian Pride Month" to commemorate the June 1969 Stonewall Uprising in New York City and on June 1, 2009 President Barack Obama expanded the commemoration further by declaring June to be "Lesbian, Gay, Bisexual and Transgender Pride Month." Mayor Ganz outlined other challenges faced by the LGBTQ community and the assistance offered by The Pride Center at Equality Park. In closing, Mayor Ganz proclaimed June 2021 as LGBTQ Pride Month.

Mr. Boo thanked the Commission for recognizing The Pride Center at Equality Park who serves as South Florida's LGBTQ welcoming home and are the home to 10 other organizations; thereafter, he outlined the number of people they have come in contact with as well as services offered.

3. FY2019 Comprehensive Annual Financial Report Award.

David Santucci, City Manager, asked that Item 4 be tabled; thereafter, he commented on the hard work put forth by Financial Services staff and the consulting firm during fiscal year 2019 as there were many changes at that time.

AWARDS & RECOGNITION - CONTINUED

Stephanie Tinsley, Chief Financial Officer, applauded her team for their knowledge and expertise as well as the consulting firm. Ms. Tinsley also thanked the departments for their patience during the transition. She asked for continued patience as changes are underway which will put the City in a better position.

4. FY2020 Comprehensive Annual Financial Report Presentation.

After Item 5 was presented, Item 4 was reintroduced for appropriate action.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Parness, to table Item 4. Voice Vote:

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

Nays: 0

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

Mayor Ganz read the proclamation recognizing Alzheimer's and Brain Awareness Month; whereas, Alzheimer's disease is a progressive neurodegenerative brain disorder that tragically robs individuals of their memories and leads to progressive mental and physical impairments. Alzheimer's is the sixth leading cause of death in the United States and is the only cause of death in the top ten that has no cure and no treatment. With early detection and diagnosis, individuals and their families can gain access to medications, enroll in critical research trials, fully participate in planning for the future, and receive care and support. However, there is a need to raise awareness about Alzheimer's disease and to honor all the caregivers who support and care for loved ones with Alzheimer's. In closing, Mayor Ganz proclaimed June 2021 as Alzheimer's & Brain Awareness Month.

Jennifer Braisted, Senior Public Policy Manager, Alzheimer's Association, Southeast Chapter, thanked the Commission and Mayor Ganz for their support and recognition. Alzheimer's is one of the leading causes of death without a prevention, treatment or cure. Last year, there was a drastic increase in death; while some live with dementia but have yet to be diagnosed. Ms. Braisted commented on the collaborative efforts with the Center for Active Aging and their assistance to the community.

QUASI-JUDICIAL PUBLIC HEARINGS**6. 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.**

Anthony Soroka, asked if the applicant wished to follow the quasi-judicial procedure or waive; which he explained.

Hendrik DeMello, DeMello Architecture, 911 SW 18th Street, Boca Raton, waived the quasi-judicial procedure. Thereafter, Mr. DeMello briefly outlined the application; whereas, he has received approval from the Planning & Zoning Board.

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

Commissioner Parness asked if this church runs a food bank.

Mr. DeMello replied that he does not believe so. Also, the church is located off Dixie Highway.

Commissioner Drosky asked if the applicant has met all requirements as he noticed concerns in the DRC report.

Eric Power, Director of Planning & Development Services, replied that the most recent DRC comments were satisfied by the applicant.

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

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, to approve Item 6, adopted Resolution 2021/082. Roll Call:

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

Nays: 0

PUBLIC HEARING

- 7. P.H. 2021-076: Resolution 2021/083 - 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.**

The Resolution was read by title only.

There was no discussion amongst the Commission.

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

MOTION was made by Vice Mayor Preston, seconded by Commissioner Parness, to approve Item 7, adopted Resolution 2021/083. Roll Call:

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

Nays: 0

PUBLIC HEARING - SECOND READING

- 8. P.H. 2021-077: ORDINANCE 2021/008 - 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.**

PUBLIC HEARING - SECOND READING - CONTINUED

The Ordinance was read by title only.

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Drosky, seconded by Commissioner Parness, to approve Item 8, adopted Ordinance 2021/008. Voice Vote:

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

Nays: 0

- 9. P.H. 2021-078: ORDINANCE 2021/009 - 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.**

The Ordinance was read by title only.

Commissioner Parness asked who would set the fines and whether the enforcement for violators with two (2) or more citations is the same as those with vehicles.

David Santucci, City Manager, replied that the fines are outlined in the agenda backup and yes, the same would apply for boats and trailers.

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

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item 9, adopted Ordinance 2021/009. Voice Vote:

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

Nays: 0

PUBLIC COMMENT

Peggy Noland, 325 SE 3rd Terrace, Deerfield Beach, outlined various items she would like the Commission to address as related to the City's facilities and parks. The tiki huts on the beach do not have any palm fronds on them, which has been ongoing for four (4) months. Other issues reported include: crosswalk lights in front of Flanigan's; Westside Park athletic field; showers at pool closed down; five (5) scoreboards at Deerfield Beach Middle School are not working; Pioneer Park ball fields; lights burned out at middle school, football field, and other fields; bleachers at middle school are missing safety caps and other issues. She was notified about 3 to 4 months ago about these problems and was told they would be addressed under capital improvements. Nevertheless, it has been quite a while since these facilities have been maintained.

PUBLIC COMMENT - CONTINUED

In response to Vice Mayor Preston's question, Ms. Noland replied that the issue at the Packer Rattler field is the front field.

Mayor Ganz said he is aware of the tiki hut repairs and has discussed with the City Manager his desire to set aside funds in the budget to replace the scoreboards. Mayor Ganz also said he believed the gutters were handled a while ago, but will address it as well.

BOARD APPOINTMENTS**10. Resolution 2021/084 - 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.**

The Resolution was read by title only.

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston, to approve Item 10, adopted Resolution 2021/084. Voice Vote:

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

Nays: 0

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

Mayor Ganz opened the public hearing for Items 11 - 16; however, there were none to speak and the public hearing was closed.

11. Resolution 2021/085 - 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.

The Resolution was read by title only.

12. Resolution 2021/086 - 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.

The Resolution was read by title only.

13. Resolution 2021/087 - 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)

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

The Resolution was read by title only.

- 14. Resolution 2021/088 - 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)**

The Resolution was read by title only.

- 15. Resolution 2021/089 - 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.**

The Resolution was read by title only.

- 16. Resolution 2021/090 - 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.**

The Resolution was read by title only.

There was no discussion amongst the Commission.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston, to approve Items 11 - 16 in concert. Roll Call:

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

Nays: 0

DEPARTMENTAL BUSINESS

- 17. Resolution 2021/091 - 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.**

The Resolution was read by title only.

There was no discussion amongst the Commission.

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

MOTION was made by Vice Mayor Preston, seconded by Commissioner Parness, to approve Item 17, adopted Resolution 2021/091. Voice Vote:

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

Nays: 0

DEPARTMENTAL BUSINESS - CONTINUED

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.

The Ordinance was read by title only.

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, to approve Item 18 on first reading. Voice Vote:

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

Nays: 0

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.

The Ordinance was read by title only.

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

Commissioner Drosky asked when the Commission can expect discussion on the use of the funds.

David Santucci, City Manager, replied that once the ordinance is approved, the City can then accept funds. Staff has been working on a list of possible eligible projects; whereas, funding from the ARP (American Rescue Plan) is in the amount of \$16.2 million and can be used for various qualifying expenses. Guidance is starting to come out from the Treasury; however, when the 60-day comment period ends in July, staff will have a clearer picture of the eligible expenses. The proposed ordinance establishes the funding mechanism.

In response to Commissioner Drosky's question, Mr. Santucci replied that he intends to present stormwater projects with some of the proposed projects possibly funded from the ARP.

Commissioner Drosky asked what the stormwater fund is being used, vis a vie the American Rescue Plan.

Mr. Santucci replied that the stormwater fund brings in about \$2 million annually and helps with a lot of maintenance activities. He advised that the master plan outlines various projects and some repairs have been identified that are in excess of \$500,000 each; thus, relying on the stormwater fund only is not feasible, so there will be a recommendation to use ARP funding.

Commissioner Drosky said he would like to see the figures when the time comes.

DEPARTMENTAL BUSINESS - CONTINUED

MOTION was made by Commissioner Drosky, seconded by Commissioner Parness, to approve Item 19 on first reading. Roll Call:

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

Nays: 0

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.

The Ordinance was read by title only.

Mayor Ganz said he believes there is misinformation and clarified that water conservation only pertains to drought emergencies.

David Santucci, City Manager, said there have always been restrictions in place as the South Florida Water Management District does become more restrictive during droughts; notwithstanding, the proposed ordinance provides an enforcement mechanism for what already exists. The language is already in the City's Code, but the Water Management District reviews other cities' code of ordinances for compliance; whereby, they have asked for an update.

In response to Mayor Ganz's question, Mr. Santucci replied that the City is not currently in an emergency, but as a practice, Code Enforcement will only investigate during restrictive drought conditions or over excessive watering.

Mayor Ganz asked if there are certain days the residents can and cannot water.

Mr. Santucci replied that he believes the Water Management District has days for odd and even numbered houses. He reiterated that enforcement is only during certain periods.

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

Commissioner Parness expressed concern with enforcing water conservation until things worsen. Broward County has been in a water shortage for a long time and although it improves temporarily, the City should enforce the law and he does not agree with waiting until it becomes an emergency.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to approve Item 20 on first reading. Voice Vote:

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

Nays: 1 - Commissioner Parness

DEPARTMENTAL BUSINESS - CONTINUED

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.

The Ordinance was read by title only.

Commissioner Parness asked what the proposed ordinance accomplishes.

Mayor Ganz replied that it would update 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; placing specific criteria for reasonable accommodations for community residences and other types of group housing.

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

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, to approve Item 21 on first reading. Voice Vote:

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

Nays: 0

COMMENTS BY ADMINISTRATION & LEGAL

CITY ATTORNEY - No Report.

CITY MANAGER

Bulk Trash Schedule Change - David Santucci, City Manager, advised that there will be a change to the pick-up schedule for bulk trash. A vast majority of the City is picked up on Monday and Tuesday, but usually fall behind. Thereafter, a map was provided outlining the areas currently picked up. On Monday, pick-ups are on the eastern and western portions of the City where over 7,000 homes are serviced and is 43% of the City. On Tuesday, approximately 4,841 homes are serviced; as the week goes on, the route would lessen. He referenced the pick-up days for each area, from Monday thru Thursday. Staff has developed a great marketing plan, through social media outlets, website, and yard signage for the affected communities with the least impact. Communications will take place over the next month and rolled out in July. Since this will be a change for some communities, enforcement will be lenient for the first couple of months until accustomed.

Mayor Ganz asked that the information be included on the water bills.

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

Saturday Office Hours - Commissioner Drosky advised that his office hours will be held on Saturday, June 5th via Zoom from 10 a.m. - 12 p.m.; anyone requesting an appointment can contact the City Manager's Office.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

Community Clean Up Day - Commissioner Drosky said staff is working on a clean-up day in District 4. The event is expected at the end of June, but other details will be provided at the next City Commission meeting. The clean-up will likely take place at Trailhead Park that runs along Powerline Road, roughly from 10th Street to Green Road.

Deer Creek Community - Commissioner Drosky said he was told that kids are walking around the community with BB guns or air rifles and shooting iguanas off the bridges. He asked that the police be on notice.

Boys & Girls Club - Commissioner Drosky said the Club has a campaign this month to fund summer club memberships; it is very inexpensive to sponsor a child to go to the club.

Broward County & Florida Department of Transportation - Commissioner Drosky said he had a conversation last week with the County and FDOT regarding commuter rail line being proposed. There are six (6) proposed stations for Broward County and they want them spaced no less than 1.5 miles apart. Deerfield Beach is proposed for a station, but not all stations will be included. There are cost mechanisms involved; thereafter, he commented on the crossing at New River as there are talks for a new bridge, tunnel and other things. If that bridge becomes too cost prohibitive, the project dies. FDOT, the County and the City of Fort Lauderdale are working together to make it a possibility. The City has been asked to nominate a financial contact moving forward as the County is looking for the six (6) cities, awarded this project, to provide local funding for station development and maintenance. After more discussion, the project will cost a minimum of \$12 million.

Continuing, Commissioner Drosky said the station in Deerfield Beach's proposed location would be south of Hillsboro Boulevard on the east side of Dixie Highway which presents parking challenges. He said it would be necessary to partner with community members and get creative on just parking. He said the project would be similar to the station on west Hillsboro; the more amenities added to the project, the more the City pays. He said as the City Manager appoints the contact with the County, he should be cognizant of the price tag, although it could be transformative for the City. Commissioner Drosky asked that the Commission consider the possibility.

COMMISSIONER PARNESS**DISTRICT 3**

Little League - Commissioner Parness said he has sponsored children as well as a team. They are holding a state championship in July and he has been assured by the City Manager that the scoreboards will be operational.

Illegal Contractors - Commissioner Parness encouraged residents to use only licensed contractors; their license number should be on their vehicles. He said residents can request a copy of their license and/or worker's compensation insurance coverage in case a worker is hurt on a resident's property. Additionally, residents can contact the City's Building Department to check for the permit which can be pulled with their address. He said no licensed contractor can begin work unless a permit is secured; if so, it is a violation of state law and the homeowner is responsible.

VICE MAYOR PRESTON**DISTRICT 2**

Juneteenth - Vice Mayor Preston said the African American Heritage Board is meeting tomorrow; thereafter, he outlined the changes to the Juneteenth commemoration. There will be a reception on Friday, June 18th at 7:00 p.m., at the DoubleTree Hotel and the next day, June 19th, a parade will start at 8:00 a.m. and includes a float for the Commission.

Memorial Day Commemoration - Vice Mayor Preston said he received a phone call on Sunday about the event, which was well received. He described the festivities that occurred at Branhilda Knowles Memorial Park with the flag at half-staff. He advised that the flag was not at half-staff at either Pineview or Memorial Cemetery. Thereafter, Vice Mayor Preston expressed how important Memorial Day is for the Country and asked that the City create a Memorial Day event to acknowledge the veterans.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

Broward Sheriff's Office - Vice Mayor Preston thanked BSO for paying attention to the city's residents and understanding their needs, but also, making sure the residents are treated with respect.

Praxis Center Apartments - Vice Mayor Preston said he has received several calls that drugs are being dealt by young people; whereby, there should not be any kids there. He said he witnessed suspicious activity and asked that it be investigated.

COMMISSIONER HUDAK**DISTRICT 1**

Memorial Day - Commissioner Hudak agreed with Vice Mayor Preston that something should be done for Memorial Day as he was disappointed that there was not. Thereafter, he acknowledged the importance of Memorial Day for the Country and the families that have lost loved ones for our freedom. Commissioner Hudak commented on the wars that happen all over the world and how the United States is not adversely impacted until something happens.

Upcoming High School Graduations - Commissioner Hudak said on Friday June 4th, Somerset Key Academy will have its graduation, as well as Deerfield Beach High School on June 9th, at Lockhart Stadium. He wished the graduates all the best in their future endeavors.

Saturday Office Hours - Commissioner Hudak said he will hold office hours on Saturday, June 12th and appointments can be scheduled by calling the City Manager's Office.

MAYOR BILL GANZ

Praxis Center Apartments - Mayor Ganz said he is saddened to hear the events occurring at Praxis. He said the City was misled by the new owner as the complaints have continued, even more than anything else reported to him. Mayor Ganz recommended contacting HUD to possibly pull their funding and if it falls back on the City to take care of the people, we will figure it out.

Memorial Day - Mayor Ganz said staff was equally frustrated as no one wanted to override the American Legion, but believes the City was in this position because at the last minute, the Legion advised there would not be an event. Nevertheless, he agreed that something should be done, along with the City Manager. He said not having flags at half-staff is unacceptable. Furthermore, Mayor Ganz commented on veterans walking on the pier free of charge anytime of the year and asked that the fiscal impact be investigated. Once information is provided, the Commission can decide on an event then.

Accolades - Mayor Ganz applauded Dave Mirantz, Economic Development Council, and Kris Mory and Gigi Chazu, City's Economic Development staff, for their collaboration which has resulted in many positive partnerships. Both Ron Bergeron, served on the South Florida Water Management District Board, and Dr. Guy Harvey came to the City to explore opportunities available and it was a huge success. He said Ms. Mory provided a plethora of opportunities and hopes the discussion will yield results for the City. Roy Rogers was also a part of that and is a local legend. Mayor Ganz listed other elected officials that were present; Chip LaMarca, Lamar Fisher, Rex Hardin and others.

City Parks & Fields - Mayor Ganz said he is disappointed to hear about the issues outlined earlier by Ms. Noland. He has expressed to the City Manager and Police Chief things he would like addressed and if the trend does not change, it will be part of his weekly update at every commission meeting. He also expressed concern with the flags not being in the right position and the gutters as he had reported it over a year ago.

Budget - Mayor Ganz said he hopes the Commission comes together and figures out what the mission is for the City through the budget process. He recommended everyone be prepared to discuss topics in the open, so they are prepared at the budget workshops.

Jim Dunn - Mayor Ganz thanked Mr. Dunn, posthumously, for all the support given to the community as he will be missed.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Parness, to adjourn the meeting at 8:25 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



Meeting Minutes City Commission

Tuesday, June 15, 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
Commissioner Bernie Parness
Vice Mayor Ben Preston
Mayor Bill Ganz

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

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - May 18, 2021

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

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

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Appearance Board Meeting Minutes - May 12, 2021

Education Advisory Board Meeting Minutes - March 7 & April 7, 2021

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

ACKNOWLEDGEMENT OF CITY BOARD MINUTES - CONTINUED

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

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

June 15, 2021

MOTION was made by Vice Mayor Preston, seconded by Commissioner Parness, to approve the agenda as amended; tabled Item 13. 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 Nature Gnaws for their commitment to the Deerfield Beach community for conducting a Beach Cleanup on Earth Day.**

Mayor Ganz read and presented a certificate of recognition to Jay Mokbel, Nature Gnaws. Nature Gnaws is headquartered in Deerfield Beach, Florida, and is a family run business, sourcing 100% Natural Dog Chews from farmers around the world, so that all dogs can gnaw on natural, simple and delicious chews. Its parent Company, Torito Brands was founded in 2016 by Steve Mamak and Mr. Mokbel in a garage, and like many companies that started behind a garage door, this is the living example of how much success can be achieved with a great idea and consistency. When you add the best ingredients to the formula, advance in inevitable, and that is why they are now the Fastest Growing Dog Chew Company. He commented on the quality of their products which has allowed them to go from 1 product to 200 SKU's in a few years. Their success has also contributed to an increase in space for a total of 42,000 sq. feet with 65 employees and still hiring. Nature Gnaws products can be found on Amazon, Chewy, Costco, Petco, Walmart, Target, and their employees can be found at the beach, supporting the community.

2. Certificate of Appreciation presented to the Kids of Love Foundation, Inc. for their dedication to the City of Deerfield Beach for conducting a beach cleanup to honor Armed Forces Day.

Mayor Ganz provided a certificate of appreciation to Kids of Love Foundation. On May 15, 2021, Armed Forces Day, the Kids of Love Foundation, Inc. provided 90 Marine Corps recruits and volunteers and collected over 150 lbs. of debris from our beautiful beach. The City wishes to thank them for their great example of community service with this certificate that recognizes the great work of the Kids of Love Foundation.

Kim Myers Slapikas outlined how the Kids of Love Foundation, Inc. first began and how it impacts the public. Toys and snacks are provided to children's hospitals possibly twice weekly locally and in other counties. Furthermore, there will be another beach clean-up in September as it is childhood cancer awareness month and there is a 1:5 chance of a child being lost.

3. Certificate of Recognition presented to Deerfield Beach Ocean Rescue for being named 2020 Beach Patrol of the Year by the Florida Beach Patrol Chiefs Association.

Mayor Ganz provided a certificate of recognition to Ocean Rescue in light of a recent accomplishment. On Friday, May 14, 2021, Deerfield Beach Ocean Rescue was named 2020 Beach Patrol of the Year by the Florida Beach Patrol Chiefs Association in Orlando at the 2019 and 2020 Surf Lifesaving Awards Banquet. The award was presented to those that remained open during the pandemic, while keeping our beaches

AWARDS & RECOGNITION - CONTINUED

safe. Deerfield Beach was one of these patrols and continues to be recognized in the top tier of agencies in their industry.

Commissioner Hudak said he would like a display on the pier to showcase the awards received throughout the years.

David Santucci, City Manager, said he will look into it and discuss the possibility of public art and other ideas, but will come up with something appropriate for the Commission.

4. Certificates of Appreciation presented to Deerfield Beach City Staff and The Friends of the Arboretum for their dedication and talents that led to the completion of Phase II of the Rainforest at Constitution Park and Arboretum.

Mayor Ganz presented several certificates of appreciation to the City of Deerfield Beach Parks crew for their continuing efforts in beautifying the City. On October 15, 2019, Parks staff kicked off Phase II of the rainforest project with the installation of a chain link fence, which included the removal of six (6) tons of soil and sculpting the landscape. By February 2020, the streams and lagoons had been etched into the ground and the waterfall started to form. He explained that shortly thereafter, the process was shut down due to the pandemic; however, staff continues to work and collaborate with others on design and development. In the end, more than 15 members of city parks' staff worked tirelessly on this project to ensure proper aesthetics. The goal was to provide a unique and tranquil experience to the community.

Additionally, Mayor Ganz said the project included the installation of 1,141 plants, 15 pallets of sod, 350 cubic yards of mulch, 256 cubic yards of sandy soil, and the installation of 36 new irrigation rotary heads. He further recognized Broroniae "Precious" Baker who is a full-time city employee at Constitution Park and Arboretum. She has been with the City for over 25 years and at Constitution Park for the last 8 years. She holds multiple certifications in landscaping and her knowledge and love of horticulture can be seen throughout the park. It is park staff like Precious that make Deerfield Beach so beautiful. Thereafter, he listed all the Parks staff responsible for this achievement, as well as Friends of the Arboretum.

QUASI-JUDICIAL PUBLIC HEARINGS

5. P.H. 2021-080: Applicant: APPLICATION NO. 20-RM25-108 & Case No. 2553 (Project Name: D&S Funding) D&S Funding, LLC represented by Deena Gray, Esq. of Greenspoon Marder, LLP

Proposal: Major site plan application seeking approval for a two (2) story, four (4) unit multi-family residential building; AND seeking approval of two (2) Variances (Case No. 2553) from Sec. 98-61 of the Deerfield Beach Land Development Code to allow: 1) a ten (10) foot east side yard setback, in lieu of the twelve and half (12.5) feet required by Code; AND 2) a minimum lot width of seventy-five (75) feet, in lieu of the one hundred (100) feet required by Code.

Location: The property is generally described as a parcel of land in DEERFIELD BEACH 4-4 B LOT 15 E25, 16 BLK 1, more particularly described in the file, and located at **1941 NE 1st Street.**

Anthony Soroka, City Attorney, outlined the proposed application, voting requirements being 4/5 to approve, and addressed quasi-judicial procedures for the applicant's representative.

Deena Gray, Greenspoon Marder, Fort Lauderdale, provided a PowerPoint presentation and waived the quasi-judicial proceedings.

Aerial Location Map - Ms. Gray outlined the location of the property as well as the zooming near the property; whereby, certain parcels are zoned B-1. The subject property is zoned RM-25 which allows 25 dwelling units per acre.

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

Ocean Drive and NE 1st Street Facing West - Ms. Gray said this view is from Ocean Drive facing west down NE 1st Street; the subject property is just behind the parking garage. On the other side of the street is a two-story building.

NE 1st Street and NE 19th Terrace Facing Subject Property (North) - Ms. Gray said this is the subject property which she described and advised that there are two single-story structures on both sides, along with the adjacent parking garage.

NE 1st Street and NE 19th Terrace Facing West - Ms. Gray displayed a photo of NE 1st Street which includes multi-family buildings ranging from 2-stories to 4 to 5-story buildings.

NE 1st Street and NE 19th Terrace Facing South - Ms. Gray continued to display photos of the community from the perspective location, which still reflected multi-family properties.

NE 1st Street and NE 19th Terrace Facing East - Ms. Gray said from this location, the parking garage is visible and multi-family on the opposite side, then further down, commercial property.

Rendering - Ms. Gray showcased the proposed townhome project; each is 2,000 square feet including garage space and all four are two-bedroom. It is an aesthetically pleasing building and has a beachy, coastal look to incorporate the design elements from a coastal community architectural district.

Elevations - South and West - Ms. Gray said the pitched roof gives an idea of what it would look like and the components that would enhance and beautify the surrounding area.

Elevations - North and East - Ms. Gray displayed renderings of the proposed property's elevations from the north and east.

Variances - Ms. Gray said two (2) variances are being requested. The first is for the east side setback. The Code requires a 10' setback plus 1' for every 2' of building height; thus, the building is 25' and would require a 12'-6" setback on the east side. The applicant is requesting a variance of 2'-6" on the east side of the property; all other setbacks are met. The second variance requested is for minimum lot width. In the RM-25 district, the minimum is 100 feet. The property boundaries for this property is 75 feet. She said with many properties on the barrier island, it was not really intended for the smaller lots versus a majority of properties that are larger throughout the City.

Site Plan - Ms. Gray said the lot boundaries are outlined in green; the yellowish-orange line is the east side setback and shows the 12'-6" that is required because of the pitched roof.

Elevations Without Variance - Ms. Gray displayed the elevations of the property without the variance. The City Code essentially indicates that the higher the property, the greater the setback. She said with the proposed property height being 25 feet, it is well under the height restriction for RM-25 zoning. Nevertheless, the renderings displayed show the property with a flat roof instead of pitched. Having a flat roof is less expensive and easier to construct, but the concept is to make the property aesthetically pleasing.

Elevations with Variance - Ms. Gray displayed the proposed property with a pitched roof which is a beautifying feature for that area.

Landscape Plan - Ms. Gray said significant landscaping will be installed and will improve the area but help buffer and add to aesthetics.

RM-10 - Ms. Gray provided an analysis prepared by the property owner which includes single and multi-family residences that are being rented in the area. This provides an idea of what the area is like as there are multiple rentals. She said the property owner is present to answer questions and plans to use one of the units as his primary residence but wishes to sell the other units. Furthermore, Ms. Gray said a community meeting was held some time ago and concerns regarding transients were mentioned. When the project came before the Commission two (2) years ago, there was miscommunication of the intention of what the property owner wanted as it was advertised by a former partner as an Airbnb which is not what

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

the property owner wanted. Since he plans to live there, he does not want any transient turnover/Airbnb activity while he is there with his wife. Additionally, Ms. Gray advised that the owner intends to agree to a restriction that he will have a minimum of annual leases for the first three (3) years he is there. The owner also agreed that there would not be an Airbnb and is willing to commit to these terms.

Samantha Gillyard, City Clerk, outlined campaign contributions made by Ms. Gray pursuant to the City's Code of Ethics Ordinance 2009/006: Commissioner Drosky, December 15, 2020 - \$500; Commissioner Hudak, January 28, 2019 - \$500; and Commissioner Parness, January 7, 2021 - \$500.

Commissioner Hudak said the challenges expressed to him are related to the property serving as an Airbnb based on the advertisement that previously went out. He said he thinks the property is very nice and although he does not like the architecture, he wants to make sure residents feel comfortable with the property and encouraged continued outreach to address their concerns. Commissioner Hudak continued to outline additional concerns; traffic, street parking due to limited space, and the Airbnb concern. Deerfield Beach island has a lot of rental properties and a lot of properties that have multiple families living in them; so, even with the annual lease provision, he questioned what will happen after three (3) years.

Mayor Ganz opened the public hearing.

Jane Schafrann, 48 NE 19th Terrace, Deerfield Beach, said this application came before the Commission previously requesting the same variances and was subsequently rejected as there is no hardship. Furthermore, she commented on the applicant prematurely marketing the four-plex plan to develop for approximately \$3 million with an Airbnb potential. Ms. Schafrann explained that the size of the actual townhome, approximately 1400 square feet, is too small to accommodate the number of possible residents. Thereafter, she commented on her history in the area as well the negative effects Airbnb's have had on their community. In closing, Ms. Schafrann advised that when the applicant purchased the lot, he was aware of the minimum lot width dimensions and asked that the City Commission abide by its original decision. Lastly, she measured what 25 feet would look like which is the entire length of her home.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, agreed with Ms. Schafrann as 2.5 feet closer to a property line allows for more overhang into the neighborhood and neighbors' back yards on both sides. Ms. Freitag expressed dissatisfaction with developers buying land and making the property fit their design instead of their designs fitting the properties. Also, the City will not be able to follow up for the next three (3) years to make sure the property is not rented out as an Airbnb as opposed to an annual lease. She said this is not the proper location and the residents want families to build in the City, not more rentals.

Ellyce Miller-Plotkin, 1998 NE 7th Street, Deerfield Beach, said she is a resident on the island, and having visited many people while working on the Census, she discovered that people who live there are only there a week at a time. There are so many Airbnb's on the island now and if the variances are granted, the entire city will be open to having Airbnb's all over. She said she prefers families move to the island permanently. Ms. Miller-Plotkin also commented on the setbacks for the neighboring homes; whereby, there is ample parking. She said the proposed townhome would come right up to the street and there is no parking in addition to the garage nor is street parking allowed. Moreover, she expressed concern with visitors parking in the garage due to its current limitation. Ms. Miller-Plotkin continued to outline concerns with the proposed development.

Rachel Anderson, 1919 NE 1st Street, Deerfield Beach, said safety and keeping the city clean is a major concern and advised that there is no guarantee of what will happen in the next three (3) years; whereby, she believes vacation rentals is likely. The structure is not made to have more than 1 parking spot per bedroom, nor does it have guest spots. While the parking garage is an option, it is never guaranteed as it fills quite often and fast. NE 1st Street is not the busiest outlet to enter and exit the neighborhood due to the traffic and concerns with public safety vehicles. Ms. Anderson outlined various concerns with transients; i.e. plumbing, parking and added garbage.

Abbas Ritscher, 1919 NE 1st Street, Deerfield Beach, said this is the same proposal from before and it still does not benefit our town. There is a reason these rules are in place and was unanimously rejected previously. Mr. Ritscher explained that the variances are unfounded and it would be different if the project

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

was attempting to make the community better. Currently, there is little effort to maintain or better the property and does not believe it would be any better with a multi-unit. Mr. Ritscher said he finds it difficult to believe the property owner will live in one of the units based on his economic status. Nevertheless, once the exceptions are approved, nothing can limit what the owner does. Lastly, he said this project will not attract best guests and believes it will create another headache for the community. In closing, Mr. Ritscher said the property owner was the person marketing the sale of the property as an Airbnb.

Ivy Faggione, 801 S. Federal Highway, #208, Pompano Beach, said she is representing the Broward Women's Group and they have a lot of functions in the City and enjoy the aesthetics of the area; however, it is becoming too dense. The site plan being proposed is too large for that property and believes the traffic will be affected in an adverse way, as well as parking. She asked that the Commission reconsider the application.

Mayor Ganz closed the public hearing.

Commissioner Parness asked if restrictions can be legally added to the variance, such as no short-term rentals for 15 years.

Mr. Soroka replied that the Commission has the ability to add conditions on approvals for land use items; however, he would not recommend that type restriction due to certain limitations in the law and various state preemptions. He said the applicant voluntarily agreed to impose that restriction, which is a little different; therefore, if the Commission decided to approve, it could be done with those conditions. Notwithstanding, it is not a condition or consideration in the City's Land Development Code for a variance.

Commissioner Parness asked the property owner if he would consent to a 15-year agreement, in writing, prohibiting short-term rentals if the application is granted.

Ms. Gray advised that the applicant is not a developer and he does not build properties for a living; however, she will check with him on the question raised by Commissioner Parness.

Mr. Soroka said the applicant voluntarily offered a 3-year restriction, limiting leasing to annual leases only. He asked if that would be done through a recorded declaration of restrictive covenants in the public records or how would it be formalized.

Ms. Gray replied that typically, those type provisions are included in homeowner association documents.

Mr. Soroka clarified that the association documents would be recorded in the public record.

Ms. Gray replied yes.

In response to Commissioner Parness' question, Ms. Gray replied that the association can amend the documents, or a condition could be added. She deferred to the City Attorney on a condition of approval for the documents to be amended, as it would have to return to the City Commission.

Mr. Soroka disagreed with having the City Commission involved in such a process and generally, the association documents will speak to what is required for amending and would be based on the person(s) preparing the documents. Also, amendments customarily require a member vote, not only the board, but the homeowners as well.

Mayor Ganz apologized for not being able to meet with her and the property owner. Thereafter, he asked if the property owner intends to sell the other three (3) units.

Ms. Gray replied yes.

Mayor Ganz asked how the owner would enforce what the other unit owners do.

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

Ms. Gray replied through the homeowner association documents. Since he plans to live in a unit, he will be an onsite owner and aware of what's happening.

Mayor Ganz said he would have the same rights as anyone else residing in the property, which means people are able to do what they please.

Ms. Gray replied that restrictions can be added to the homeowner association documents.

Mayor Ganz explained how the conditions can be changed based on his experience as a former HOA president. Furthermore, due to there only being four (4) units, it would not be difficult. As a single owner, he would not have any more rights than anyone else; thus, any promises made now will be very difficult to uphold.

Lance Sherman, 7133 NW 45th Avenue, Coconut Creek, property owner, said he would agree to get omission rights for any resident, but would agree to not sell the units for five (5) years. Furthermore, Mr. Sherman said he is willing to ask any questions of the Commission. He said he does plan to generate income from the units as he will be retiring and moving to the City and he does not need Airbnb's to support himself. Thereafter, he commented on his current living arrangements. Mr. Sherman reiterated that he is not selling the units, but did have a unit that was pre-sold to a friend and explained his plans to live there. Nevertheless, due to high construction costs, he does not plan on building anything for a number of years.

In response to Mayor Ganz's question, Mr. Sherman provided a detailed explanation regarding the flyer distributed which advertised the property as a potential Airbnb and the conflict that occurred with his previous business partner. Additionally, Mr. Sherman commented on how people park on the grass to visit the beach, and how the property is being used as multi-family as well as other adjacent properties. He said he is not doing anything that is not being done in the neighborhood.

In response to Mayor Ganz's question, Mr. Sherman replied that the tree in the front yard is a Ficus tree.

Commissioner Hudak left the dais temporarily at 8:03 p.m. and returned at 8:05 p.m.

Mayor Ganz said outside of the Airbnb discussion, the project would be an aesthetic improvement; however, it is very different than everyone else. The development would be turned sideways and the garbage cans would be out front, but that is not possible because City law requires it be hidden. He explained that the potential of four (4) cars on the property increases traffic and hopes there is a turn radius to allow cars coming in and out. Additionally, Mayor Ganz said there is not a hardship and nothing has changed; it is a want, which is not justifiable.

Ms. Gray said the pitched roof creates the side variance setback on the east side, it is an aesthetic request, so it is coastal and complies with said design element. It could be built without the variance and just have a flat roof. The variance is for two-feet on the east side and an owner's report from the east neighbor was submitted that he does not have an issue with the applicant's property having a two-foot encroachment. The remainder of the property is all in compliance. In terms of the hardship, it is really aesthetic; however, the flat roof is less expensive and easier to build, but the pitched roof would look nice.

Continuing, Ms. Gray said in terms of the minimum lot width, the hardship was not self-created as the lots on the barrier island were platted as is. She said she does not think it was the intention, at this time, for those lots to be that size for RM-25; it is inconceivable that anyone redeveloping the lots would need a variance. Further, she understands that a variance has been granted for minimum lot width because it is not self-created, but platted many years ago.

Mayor Ganz said the project not fitting the dimensions is widely known and is not a hardship. He expressed concerns with making a quick decision especially considering the conditions made by the applicant as they will not hold together later. He opined that the project does not fit, traffic will be generated and there is no traffic study.

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

Ms. Gray said the project was reviewed by DRC and a traffic study is not warranted as there are only four (4) units.

Mayor Ganz said although it is not a requirement, it would have been helpful.

Ms. Gray said there are items that still need to be flushed out and asked that it be tabled, so there is an opportunity to discuss a plan of action on the restriction on an Airbnb and leasing. Ms. Gray also advised that there would be 40 feet from the building to edge of road and not right on the street. Also, all four (4) townhome units have two-car garages and behind each are two (2) parking spaces which is how everyone else functions.

Mayor Ganz reiterated his concerns about parking and it would not be an ideal situation with the in and out of cars, especially when cars are spilling out onto a street that is used quite frequently; wherein, a traffic study would have come in handy.

Mr. Sherman said most of the single-family homes have 3 to 4 additional doors on the home and those units are being rented which would be acceptable; no variances would be needed, no architectural reviews and no approvals needed. He asked how the city and area would benefit from something like that as it would be in the person's right.

Mayor Ganz said he supports not giving a variance to anyone trying to shoehorn something into a lot that is incompatible with the community; whereas, the proposed project is not compatible.

Mr. Sherman disagreed with the property being shoehorned.

Eric Power, Director of Planning & Development Services, advised that the City's Code schedule setbacks in Section 98-61, does reference RM-25 single family dwelling unit east of the Intracoastal Waterway and RM-25 multi-family units under one acre and does provide a separate regulation than anywhere else in the City that has the same zoning. The variance setback schedules at east properties, historically, were built as single-family homes, but in a multi-family zoning district designation. For a multi-family property to exist on what is a single-family sized lot, would likely require a variance for setbacks or other reasons. Regardless of the side setback, there is still a variance request for a multi-family home on this lot because of the width as it does not meet the current dimensional regulations with right-of-way. Furthermore, anything that is self-created cannot be considered a hardship.

Continuing, Mr. Power said in regard to the particular setbacks, they do meet all requirements for the multi-family under one acre, east of the Intracoastal Waterways, setback regulations with the exception of the side setback for two feet as the project is above the 20-foot regulation which requires a further setback. If the project were shorter, with a flat roof or skinnier, the setback requirement would not be needed and the project would not need a variance, but would still be multi-family.

In response to Mayor Ganz's question, Mr. Power replied that State law preempts renting out rooms to anyone you desire, so the City could not do anything.

Commissioner Drosky said he would like to know more about the restrictions and agreed that tabling would give time to investigate other matters raised, the form of the restriction and how long it would be.

MOTION was made by Commissioner Drosky, seconded by Commissioner Parness, to table Item 5. Roll Call:

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

Nays: 0

PUBLIC HEARING - FIRST READING

6. **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; APPROVING SUPPLEMENTAL APPROPRIATIONS AND BUDGET TRANSFERS IN THE AMOUNT OF \$2,341,275 FROM THE BUILDING FUND TO THE GENERAL FUND TO REIMBURSE THE GENERAL FUND FOR THE PRIOR YEARS BUILDING FUND EXPENDITURES, AND \$1,920,226 FROM THE FUND BALANCE OF THE GENERAL FUND TO THE GENERAL FUND APPROPRIATIONS IN ORDER TO COVER THE FY 2020 ENCUMBERED PURCHASE ORDERS THAT WERE CARRIED FORWARD TO FY 2021; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

There were no comments amongst the 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 the ordinance on first reading. Roll Call:

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

Nays: 0

PUBLIC HEARING - SECOND READING

7. **P.H. 2021-081: ORDINANCE 2021/010 - 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.**

The Ordinance was read by title only.

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

There were no comments amongst the Commission.

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, to approve Item 7, adopted Ordinance 2021/010. Voice Vote:

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

Nays: 0

8. **Resolution 2021/093 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the updated city travel policy and procedures; providing for implementation, conflicts, and an effective date. (Departmental Business)**

PUBLIC HEARING - SECOND READING - CONTINUED

The Ordinance was read by title only.

Anthony Soroka, City Attorney, advised that this item is a companion to Item 7.

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

There were no comments amongst the Commission.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston, to approve Item 8, adopted Resolution 2021/093. Voice Vote:

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

Nays: 0

- 9. P.H. 2021-082: ORDINANCE 2021/011 - 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.**

The Ordinance was read by title only.

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

There were no comments amongst the Commission.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to approve Item 9, adopted Ordinance 2021/011. Voice Vote:

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

Nays: 0

- 10. P.H. 2021-083: ORDINANCE 2021/012 - 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.**

The Ordinance was read by title only.

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

PUBLIC HEARING - SECOND READING - CONTINUED

There were no comments amongst the Commission.

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item 10, adopted Ordinance 2021/012. Voice Vote:

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

Nays: 0

11. P.H. 2021-084: ORDINANCE 2021/013 - 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.

The Ordinance was read by title only.

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

There were no comments amongst the Commission.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to approve Item 11, adopted Ordinance 2021/013. Voice Vote:

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

Nays: 0

PUBLIC COMMENT

Linda Ruiz, 425 NW 1st Terrace, Deerfield Beach, said she was disrespected by staff last week when she visited City Hall. She said she was disappointed by her welcome and the person responded to her question with an attitude. Ms. Ruiz said although people may not agree, everyone should be respected. Lastly, she asked that this issue be discussed in private.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

There was no discussion amongst the 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 Items 12, 14 & 15 of the Consent Agenda. Roll Call:

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

Nays: 0

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

12. Resolution 2021/094 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Funding Agreement with the Broward County Sheriff in the amount of \$21,619.80 in Edward Byrne Memorial Justice Assistance Grant Funds to implement the Violent Crime-Theft Reduction Program; authorizing execution of the Funding Agreement; providing for an effective date.
13. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Hire DFB Incentive Program Grant Application from Publix Super Markets, Inc. in the amount of \$50,000 in incentive program funds; providing for implementation and an effective date. (*Funds from Account #001-1500-552-80-53 - Incentives*)

Item tabled at applicant's request during approval of the agenda.

14. Resolution 2021/096 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Contract #JZ201-06-2022 with the Areawide Council on Aging of Broward County, Inc. for Alzheimer's Disease Initiative Program funding in an amount not to exceed \$438,980.85; authorizing execution of the Agreement; and providing an effective date. (*Fiscal Impact: Increase in Revenue*)
15. Resolution 2021/097 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Contract #JL021-06-2022 with the Areawide Council on Aging of Broward County, Inc. for the Local Services Program for the Center of Active Aging in an amount not to exceed \$132,380; authorizing execution of the Agreement; providing an effective date. (*Fiscal Impact: Increase in Revenue*)

DEPARTMENTAL BUSINESS

16. Resolution 2021/098 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Special Event Permit Application submitted by Yolanda Velasquez for her wedding at the Deerfield Beach Observation Deck on June 26, 2021 from 3:00 pm to 11:00 pm; providing for an effective date.

The Resolution was read by title only.

David Santucci, City Manager, said the applicant has requested serving alcohol at the event which requires Commission approval. Moving forward with beach weddings and that being a customary practice, it may be necessary to consider additional action, so each request does not come before the Commission.

Mayor Ganz opened the public hearing.

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

Mayor Ganz closed the public hearing.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to approve Item 16, adopted Resolution 2021/098. 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, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE VIII "LOCAL HOUSING ASSISTANCE PROGRAM" OF THE CITY CODE OF ORDINANCES TO PROVIDE FOR CONSISTENCY WITH STATE LAW; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

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

There was no discussion amongst the Commission.

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

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

Nays: 0

COMMENTS BY ADMINISTRATION & LEGAL

CITY ATTORNEY - No Report.

CITY MANAGER

Emergency Declaration - David Santucci, City Manager, said the emergency declaration is set to expire in a few days and there is no intent to reinstate.

Addendum - Mr. Santucci advised that Items 17 & 18 are sponsored by Vice Mayor Preston, not the Parks & Recreation Department.

Upcoming Events - Mr. Santucci outlined upcoming events: Juneteenth is coming up this weekend; 4th of July fireworks will occur at Quiet Waters Park and will be open to Deerfield Beach residents starting at 3 p.m.; after 5 p.m., others will be admitted. Tomorrow night, the City will be hosting Senator Farmer at Oveta McKeithen Recreational Complex; Senator Farmer will provide a legislative recap.

Budget Workshops - Mr. Santucci reminded the Commission that the budget workshops are upcoming, Monday and Tuesday, June 21st and June 22nd respectively. Prior to departmental requests, he asked that the Commission provide feedback on what they would like included in the upcoming Fiscal Year 2022 budget and beyond.

ADDENDUM**18. Discussion and potential action regarding the use of Oveta McKeithen Recreational Complex football field and gym by the Bryce Gowdy Foundation.**

Vice Mayor Preston said since Mr. Gowdy's passing, there have been a number of initiatives centered around suicide prevention. He advised that the young man's mother has requested the use of the recreational complex football field and gym, as well as Hillsboro Technology Center because ESPN will be chronicling Mr. Gowdy's life and time in Deerfield Beach. He asked that the fees be waived for use of both facilities.

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

ADDENDUM - CONTINUED

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to approve the waiver of fees. Roll Call:

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

Nays: 0

19. Discussion and potential action regarding the use of Hillsboro Technology Center by the Bryce Gowdy Foundation.

There was no discussion amongst the Commission.

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

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to approve the waiver of fees. Roll Call:

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**

July 20th City Commission Meeting - Commissioner Hudak said he will not be physically present for the meeting and recommended attending via zoom or excusing his absence.

VICE MAYOR PRESTON**DISTRICT 2**

Juneteenth Celebrations - Vice Mayor Preston said the Juneteenth Inaugural Celebration will begin on June 18th with a banquet at the DoubleTree at 7:00 p.m.; no additional tickets are available. He commented on the number of phone calls he has received from all the districts, as residents would like to get involved. Furthermore, he thanked the Commission for agreeing to recognize Juneteenth; thereafter, he shared his experiences and talks about the holiday. On June 19th, the parade will start at 12:00 p.m. from Pioneer Park, out to Federal Highway, ending at Oveta McKeithen Recreational Complex. A line-up of activities is prepared for the day, including a short film by Maverick Entertainment. Additionally, as a result of adopting the holiday, many others have followed suit. Vice Mayor Preston expressed his gratitude for everyone working together to facilitate these events through the pandemic and for the hard work of the African American Heritage Board.

COMMISSIONER PARNES**DISTRICT 3**

Senior Day - Commissioner Parness recommended having a parade next year for the seniors in District 3.

COMMISSIONER DROSKY**DISTRICT 4**

Juneteenth Celebrations - Commissioner Drosky said he will not be able to attend the banquet due to a prior family obligation; however, he will attend the parade.

Service Line Warranty - Commissioner Drosky said he has received calls this week regarding the mailer on the warranty program and assured everyone that it is a legitimate program but is not sponsored by the City of Deerfield Beach and is voluntary.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

Emergency Rental Assistance - Commissioner Drosky said the Commission should have received a flyer from Broward County regarding the rental assistance program due to COVID-19. He encouraged people to apply for assistance as the County is offering the program and income eligibility ranges from \$0 to \$92,950. Those interested can apply at broward.org/RentAssistance or call 888.692.7203.

Bulk Officer - Commissioner Drosky asked for an update on how the program is going to determine whether the officer is justifiable.

Budget Workshops - Commissioner Drosky encouraged colleagues to bring forth their priorities and suggestions for the upcoming budget. He will also reiterate prior interests as stated in March along with others.

Upcoming Events – Commissioner Drosky said his office hours will be held on Saturday, July 3rd via Zoom and in person from 10 a.m. till noon; appointments are needed; however, he can also be reached anytime other days. Additionally, a Shred-a-thon will be hosted by the Broward Sheriff's Office on Saturday, July 17th; they will also collect unused/unwanted medications for safe disposal and a gift card will be offered for these meds. Lastly, on Sunday, June 27th from 9 a.m. till 10:30 a.m. a community clean-up at Trailhead Park will occur; it is located between SW 10th Street and Green Road on the west side. The Advocates for Clean & Clear Waterways will bring approximately 20 volunteers and the event will be promoted through the City.

Independence Day - Commissioner Drosky wished everyone a Happy Independence Day.

COMMISSIONER PARNES (CONTINUED)

Broward County Commission Meeting - Commissioner Parnes said an item is being proposed wherein, people may have an opportunity at preventive medicine instead of reactive; for example, people have an opportunity at preventing a heart attack before it happens. He explained that the proposal includes a ½ penny tax in the future for any resident who is able to get tested before an event happens. Thereafter, Commissioner Parnes commented on how insurance works now, after injury.

MAYOR BILL GANZ

Monarch Hill - Mayor Ganz said the Monarch Hill item on the County's agenda was tabled today. He said he does not think the City should support it.

Parades - Mayor Ganz commented on how parades can be logistically difficult for certain areas.

4th of July Fireworks - Mayor Ganz said the County has agreed with having the event at Quiet Waters Park, especially considering the current conditions with COVID and accessibility to the park as it is difficult to manage 80,000 people.

Luxury Car Company - Mayor Ganz said there is a luxury car company in Deerfield Beach that wants to give back to the City, but there have been events at People's Trust causing a disturbance in the community; i.e. cars racing around and causing disturbances. There will be an event on Saturday evening and he asked that it be monitored.

Davie Boulevard - Mayor Ganz said he intends to sign off on the motion suggested by the City of Fort Lauderdale, to rename a portion of Davie Boulevard to Rubin Stacy Memorial Boulevard who was lynched in 1935.

Juneteenth Feedback - Mayor Ganz said he has received great feedback regarding the event and is grateful for taking the initiative to celebrate.

Traffic Issues - Mayor Ganz said traffic issues are ongoing and although some are outside the City, there was a motorcycle accident recently at 18th and Powerline where someone was killed. Although Broward

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

Sheriff's Office cannot be everywhere, he asked for continued, stringent monitoring.

Independence Day - Mayor Ganz wished everyone a Happy 4th of July.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston, to adjourn the meeting at 9:01 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



Meeting Minutes

Community Redevelopment Agency

Tuesday, April 13, 2021

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Chair Bill Ganz at 7:13 p.m., in the City Commission Chambers, 150 NE 2nd Avenue, Deerfield Beach, Florida.

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

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

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes

MOTION was made by Mr. Hudak, seconded by Vice Chair Preston, to approve the March 10, 2021 minutes as submitted. Voice Vote:

Yeas: 4 - Mr. Drosky, Mr. Hudak, Vice Chair Preston and Chair Ganz

Nays: 0

APPROVAL OF COMMUNITY REDEVELOPMENT AGENCY AGENDA

April 13, 2021

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

Yeas: 4 - Mr. Drosky, Mr. Hudak, Vice Chair Preston and Chair Ganz

Nays: 0

GENERAL ITEMS

1. CRA Resolution 2021/001 - A Resolution of the Community Redevelopment Agency of the City of Deerfield Beach, Florida, confirming Ben Preston as Vice Chair of the Board of the Deerfield Beach Community Redevelopment Agency; providing for an effective date.

The Resolution was read by title only.

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

There was no discussion amongst the Board.

MOTION was made by Mr. Hudak, seconded by Mr. Drosky, to approve Item 1, adopted CRA Resolution 2021/001.
Voice Vote:

Yeas: 4 - Mr. Drosky, Mr. Hudak, Vice Chair Preston and Chair Ganz

Nays: 0

2. Presentation from Bermello Ajamil and Partners regarding the Sullivan Park Facility Design.

Kris Mory, Director of Economic Development, said James Bowers, Bermello Ajamil, will provide a brief presentation on the final modifications based on the Board's feedback from the last meeting.

Schematic Options - Mr. Bowers outlined three (3) schematics for Sullivan Park Phase II: Charlotte Burrie Civic Center, existing Sullivan Park architecture and Option 3 is a hybrid of Options 1 & 2.

Option 1 - Mr. Bowers displayed photographs of the original design for Option 1, which consisted of designs related to the Charlotte Burrie Civic Center. He outlined a change to the glass windows, based on the Board's comments; whereby, all the options have the same color glass. The view from Hillsboro Boulevard did not change much; however, an aluminum panel was incorporated into the design to reduce heat exposure and allow for the Sullivan Park sign. Furthermore, he commented on the changes made to the entrance on Hillsboro Boulevard, i.e. smooth white stucco finish, verticality, horizontality, bands and wood tones remain the same. The north façade did not change and has wood tones throughout.

Option 2 - Mr. Bowers said the top rendering was previously provided to the Board and consisted of designs related to the existing Sullivan Park architecture. Thereafter, various photographs of the proposed facility and existing architecture were displayed. The geometric roofline complements the materials and textures and displays a very open, unobstructed terrace on the east side. Lastly, Mr. Bowers said this design provides for the opportunity to add signage on the northeast side of the facility.

Mr. Parness arrived at 7:26 p.m. via Zoom.

Option 3 (Hybrid) - Mr. Bowers displayed various photographs of the hybrid option, which consists of components from Options 1 and 2. He explained that the wood tone columns in Option 1 were added to the hybrid option; however, the columns could also be a white tone. Additionally, the knee wall on the southside of the façade has been eliminated to incorporate more glass windows. Mr. Bowers said the rectangular volume on the western side has been thinned out and the roofline is more geometric. Thereafter, photographs of the up lighting were displayed with both the wood and white columns, along with the five (5) columns versus one (1) column.

Adjusted Schedule - Mr. Bowers outlined the schedule: kick-off - April 16th; schematic design/city approval - 6 weeks; design development - 4 weeks; construction documents - 6 weeks; bidding assistance - 1 week; and construction - 14 months.

Chair Ganz opened the public hearing.

GENERAL ITEMS - CONTINUED

Peggy Ross, 103 NE 19th Avenue, Deerfield Beach, spoke against design Option 1, but spoke in favor of Option 2 as it is consistent with the current design. Further, she favors the white columns over the wood, but disagreed with the location of the columns as it may impair the view of the intracoastal.

Chair Ganz closed the public hearing.

Vice Chair Preston thanked Mr. Bowers and staff for the time and effort put into implementing the Board's suggestions into the designs. Further, he stated that a decision should be made this evening and advised that he stands behind whatever the Board desires, but his preference is Option 1.

Mr. Hudak also thanked Mr. Bowers and staff for their hard work. Further, he advised that he originally supported Option 2 with the one white column but is now in favor of Option 3 with the one white column, as the five columns take away from the openness of the facility. He also spoke in favor of the southside of the façade in Option 3; whereby, the additional hardie board was replaced with more windows. Lastly, he agreed that a decision should be made this evening.

Mr. Drosky spoke in support of Option 3 with the five (5) columns and the additional glass on the southeast side of the façade, as it opens the facility up. Further, he spoke in support of the wood tones and columns, as they stand out more at night with the up lighting.

Mr. Parness also spoke in support of Option 3.

MOTION was made by Mr. Drosky, seconded by Mr. Parness, to approve Option 3, with the wood tones and columns.
Roll Call:

Yeas: 4 - Mr. Drosky, Mr. Parness, Vice Chair Preston and Chair Ganz

Nays: 1 - Mr. Hudak

3. CRA Resolution 2021/002 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency, approving the Work Authorization with Bermello Ajamil & Partners, Inc., for architectural design services for the Ocean Way Bollard Replacement Project in an amount not to exceed \$75,035.00; authorizing execution of the Work Authorization; and providing for an effective date. (Funds from Account #190-8000-552-32-99 - Other Contractual Services)

The Resolution was read by title only.

Ocean Way Bollard Project - Kris Mory, Director of Economic Development, reminded the Board that the Ocean Way Bollard Project started as a pilot project associated with the Kirk Cottrell Pavilion. Staff has received a tentative approval from the Florida Wildlife Commission (FWC) that the proposed bollards will work. Thereafter, photographs of the bollards at the Pavilion were displayed. Ms. Mory explained that these bollards are much brighter than the previous and will hopefully be sturdier and last longer.

Location of Bollards - Ms. Mory displayed a map outlining the location of the bollards. She explained that the project will be funded through CRA; however, there is a city component associated with it. Ms. Mory stated that the CRA funded area will start at the Kirk Cottrell Pavilion and continue to SE 3rd Street. The CRA will pay for the entire project upfront and the City will pay a prorated share of the design and will pay for all the bollards south of SE 3rd Street to SE 10th Street. Further, the CRA portion will be more expensive because the project also includes the complete renovation of the electrical panel at the main beach parking lot.

Ocean Way Bollard Project Schedule - Ms. Mory displayed the preliminary design and construction schedule and stated that she hopes to work with the contractor to reduce the amount of time spent on the construction documents and permitting, so the project can be completed in January 2022.

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

GENERAL ITEMS - CONTINUED

There was no discussion amongst the Board.

MOTION was made by Mr. Hudak, seconded by Vice Chair Preston, to approve Item 2, adopted CRA Resolution 2021/002. Voice Vote:

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

Nays: 0

4. Presentation regarding the Fiscal Year 2020 Annual Report.

Kris Mory, Director of Economic Development, advised that the CRA has filed the FY2020 Annual Report with the State of Florida, which is a statutory requirement.

There was no discussion amongst the Board.

5. Presentation of the Mid-Year Accomplishments.

Budget Allocation - Kris Mory, Economic Development Director, provided a brief PowerPoint presentation. She said the CRA budget is comprised of capital projects - 62%; debt service - 14%; programs - 9%; contractual services - 8%; and operating - 7%, for a total budget of \$7,249,520.

COVID-19 Assistance - Ms. Mory stated that during COVID-19, CRA staff assisted businesses by accessing grant funding, PPE, etc. She explained that COVID is ongoing and CRA staff continues to be a source of information for the community.

Kirk Cottrell - Ms. Mory said the Kirk Cottrell Pavilion was well received by the public. She stated that the Pavilion is being utilized daily and the number of patrons has quadrupled since the redesign.

Sullivan Park Facility Design - Ms. Mory advised that this was just approved this evening and staff will move forward with the full design phase.

Warranty Work - Ms. Mory displayed photographs of the LED system. Once projects are completed, CRA staff monitors them during the warranty period for continuity and to assure there are no issues before being turned over to the City.

S-Curve Utility Undergrounding and Streetscape - Ms. Mory said staff continues to work on the S-Curve utility underground and streetscape project. Thereafter, current and proposed photographs were displayed of the utilities that will be undergrounded.

Ocean Way Bollards - Ms. Mory advised that this is the bollard project the Board voted on this evening.

Island Mobility and ADA Compliance - Ms. Mory said the island mobility and ADA compliance project is in the design phase. Thereafter, she displayed a photograph of the area and explained that this is the last segment of the beach front area that is not ADA accessible. Further, she said the project also includes moving the bus stop from NE 20th Terrace to Hillsboro Boulevard, as well as improvements on Hillsboro Boulevard.

Hillsboro Square Entrance Improvements - Ms. Mory said the Board budgeted \$70,000 for small landscaping projects, which will include beautifying the Hillsboro Square entrance. Currently, the project is in procurement; wherein, job order contracting will be utilized to buy out the project.

Pier Fishing Improvements - Ms. Mory displayed photographs of the pier fishing improvements. She explained that the garbage enclosure and brag board are ready to go into permitting and the artwork for the fishing signs was recently approved and will be moving forward also.

GENERAL ITEMS - CONTINUED

Community Policing - Ms. Mory said community policing is an ongoing program funded through the CRA. Every month, the Board receives updates regarding the impact community policing provides.

Public Art - Ms. Mory said staff continues with public art by using their current facility as its backdrop. Thereafter, a photograph of the current CRA offices was displayed. She explained that staff is working on a public art project at the Kirk Cottrell Pavilion; there is a QR code located at the facility for people to provide input on what type of public art they would like to see there.

Main Beach Parking Lot Railing and Seating - Ms. Mory said staff is working on getting a scope of services for the design of the stairs and working with the artist on implementing the artwork on the railing.

Sullivan Park Management and Maintenance - Ms. Mory stated that the CRA is now managing Sullivan Park; thereafter, she displayed photographs of the maintenance that has been completed to the lights, splash pad, etc.

Boat Parade - Ms. Mory stated that the CRA sponsored the boat parade for the second year; thereafter, she presented the Board with the 58th Annual Boat Parade Award.

Night of Lights - Ms. Mory said the Ocean Way holiday event was replaced with the Night of Lights event, which was held at Sullivan Park in a socially distanced manner.

Deerfield Beach CRA FY22 Budget Planning - Ms. Mory said the estimated FY 2021 carryover is about \$5.2 million and the estimated FY 2022 new tax increment revenue is roughly \$4.4 million, for an estimated total available tax increment revenue of \$9.7 million; however, the debt service is \$1 million; the regularly funded programs and operating expenses is \$1.5 million; and other contractual services is \$364,000. Therefore, the projected tax increment funding available for capital projects of approximately \$6.7 million.

Deerfield Beach CRA 2022 Capital Projects - Ms. Mory said the carryover will cover the S-Curve utility undergrounding and lighting - \$1.8 million; Ocean Way bollards - \$940,000; and the island mobility and ADA improvements - \$997,000. She advised that if the board keeps these three (3) projects, then the Sullivan Park Facility would not be constructed in FY22. Further, Ms. Mory stated that if the Board desired to expedite the construction of the Sullivan Park facility, then other projects would have to be eliminated, i.e. the island mobility and ADA improvements. She explained that these costs are an estimate and stressed that construction costs are escalating; nevertheless, should the Board decide to move forward with Sullivan Park, there would only be \$350,000 remaining.

6. Change Order Report.

There was no discussion or comments by the Board or staff.

ADMINISTRATION COMMENTS

CRA DIRECTOR

None.

CITY MANAGER

None.

CITY ATTORNEY

None.

BOARD COMMENTS**MR. HUDAK**

None.

VICE CHAIR PRESTON

None.

MR. DROSKY

Mid-Year Accomplishments - Mr. Drosky thanked Kris Mory, Economic Development Director, and CRA staff for all their hard work. Further, he stated that the Sullivan Park project should be completed in the FY 2023 budget, whereas, the S-Curve utility underground and lighting, Ocean Way bollards and the island mobility and ADA improvements should remain top priority for FY 2022, as they are all a necessity.

Continuing, Mr. Drosky said there are other projects that can be brought forward in the next two (2) fiscal years, i.e. main beach parking lot improvements, hotel acquisition, etc.

Chair Ganz agreed with the priorities for FY 2022.

MR. PARNES

None.

CHAIR GANZ

Thank you - Chair Ganz thanked staff and the Board for an outstanding job on the mid-year accomplishments.

PUBLIC COMMENT

Mark Dryer, 884 SE 19th Avenue, Deerfield Beach, said he is the President of the Deerfield Beach Island Community Association and would like to donate \$9,000 to assist with the public art at the Kirk Cottrell Pavilion. Thereafter, he listed other projects that have been funded by the Association.

In response to Chair Ganz's question, Anthony Soroka, City Attorney, replied that he will work with CRA staff and Mr. Dryer to facilitate the acceptance of that donation and provide for the rights to the artwork; however, if anything additional is needed it will be brought back before the Board for approval.

Peggy Ross, 103 NE 19th Avenue, Deerfield Beach, thanked the CRA for all their hard work.

ADJOURNMENT

MOTION was made by Vice Chair Preston, seconded by Mr. Hudak, to adjourn the meeting at 8:11 p.m. Voice Vote:

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

Nays: 0

BILL GANZ, CHAIR

Samantha Gillyard, CMC, City Clerk

City of Deerfield Beach
MARINE ADVISORY BOARD MINUTES
October 15, 2020

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

Voting

- Chauncy Chapman
- Michael Dipple
- Melvin Nass
- Sacha Ramon
- Vice Chair Cisneros

Also in attendance: Patrick Bardes, Coastal & Waterway Coordinator, Elen Gantner, Assistant City Attorney, and Melissa Singh, Records Specialist.

Not in attendance: Chair Katherine Hendrickson, and Kathleen Lotz.

ACTION ITEMS FROM PREVIOUS MEETINGS

None.

PUBLIC INPUT

None.

APPROVAL OF AGENDA

Motion was made by Mr. Dipple, seconded by Mr. Nass, to add the minutes from January 16, 2020 meeting to the agenda. The motion CARRIED by unanimous vote.

APPROVAL OF MINUTES

Motion was made by Vice Chair Cisneros, seconded by Mr. Chapman, to approve the January 16, 2020 minutes as submitted. The motion CARRIED by unanimous vote.

NEW BUSINESS

A. Deerfield Beach/Hillsboro Beach Settlement

Patrick Bardes, Coastal & Waterway Coordinator, presented a summary of the Town of Hillsboro and City of Deerfield Beach litigation settlement to the Board. The term shall be 30 years from the execution of the first contract and may be extended up to four (4) additional five-year periods. The initial construction date will take place between 2021

and 2023, and will include a selection committee of two (2) members from the Town of Hillsboro and City. Third-party funds will be initially applied to the soft costs, and the remaining toward sand costs. Annually, in May and November, the Town and City will jointly manage and pay any monitoring of the beach as a soft cost. The Town will work with Hillsboro Inlet District, while the City works with Boca Raton. The City will maintain access to the front of the revetment for the public, as required by state law.

Mr. Bardes also provided additional details of the settlement, attached herewith. He asked the Board for their opinion on this regional collaboration, third-party funding options, and recommendations to the City on allocating funds for similar projects.

Mr. Dipple inquired about the private property signage posted along the beach. According to his understanding of state law, the beach is considered public until the high tide mark of the shoreline. He asked Mr. Bardes if the private property signage would be eliminated with nourishment project.

During Mr. Dipple and Mr. Bardes' discussion, Mr. Bardes clarified the public beach is "seaward of the mean high waterline" or designated by any wet sand; however, if there is a private parcel along the beach, the remaining area is private property. Therefore, the nourishment project would affect the public side of the beach and will result in a larger area of public beach. It will extend the beach seaward to cover the groins and raise the elevation of the sand. Most of the private properties, located within the affected area Town of Hillsboro Beach, have provided easement agreements; therefore, these properties have already granted access to conduct business (placement of equipment and sand) for this project. There is only one private property pending easement agreement submission.

Mr. Nass inquired about the costs incurred by the City to defend itself during this litigation with the Town of Hillsboro Beach.

Elen Gantner, Assistant City Attorney, responded that the estimated cost to the City is approximately \$820,000 in Attorney fees, up to August 31, 2020. It is not clear if these estimates include expert witnesses. Nevertheless, the Town of Hillsboro Beach has spent a significantly higher amount on legal fees.

Vice Chair Cisneros and Mr. Bardes discussed the most significant expenditures in obtaining the settlement for the nourishment project; whereas, legal fees would not be the most significant expense. In fact, the sand will be the most expensive item for this project, after considering the selection committee, contracting, engineering, and permitting that are required.

B. Priority List Discussion

Mr. Nass said marine safety and docking at Sullivan Park should be added as a top Priority List item in order to prevent injury or a future lawsuit. He suggested the six (6) existing ladders be relocated from the end of the pier to the side of the pier, and six (6)

additional ladders be purchased to place on the opposite side of the pier. This will line the pier with twelve (12) ladders total, six (6) on each side. He also suggested maintenance and quarterly cleanings of algae growth, muscles, and barnacles on the lower rungs of the ladders.

Vice Chair Cisneros said Mr. Nass has suggested this potential safety issue for two (2) years, which resulted in acknowledgment by the Community Redevelopment Agency (CRA) and District 1 Commissioner. As a result, park managers had dock and marina professionals evaluate the issue and determined that there was no liability to the City. Further, she said there would need to be new documentation or evidence of a safety issue to pursue this topic again.

Patrick Bardes, Coastal & Waterway Coordinator, clarified there have been no incidents at the Sullivan Park docks. He explained the ladders are not to encourage swimming, but intended to be used by boaters.

Mr. Chapman said he recently visited the area and agreed that the placement of the ladders might be hazardous. He stated the tread on the ladder would support the toes of a person, however, would not allow someone to stand or climb the ladder safely. Also, the relocation of the ladders to the side of the pier would be an improvement. Mr. Chapman suggested video recording volunteers entering and exiting the water, while utilizing the ladders. This would demonstrate the ladders' rung size and location are a safety concern. He also proposed the credentials of the professionals who evaluated the docks in the past be disclosed, in order to have an opportunity to challenge the safety results.

Ms. Ramon proposed approaching the employees of the floating dock house by the bridge to gather insight on how often the dock slips are utilized on the weekend. She also suggested the Power Squadron of Pompano Beach to assist in re-evaluating this issue, since they are marine professionals and members of the Coast Guard.

Motion was made by Vice Chair Cisneros, seconded by Mr. Nass, authorizing the Board Liaison and Mr. Nass to draft a memorandum to the City Manager regarding safety concerns and requesting the Power Squadron of Pompano Beach to independently evaluate Sullivan Park dock slips. The motion CARRIED by unanimous vote.

Mr. Nass requested an update on the Visitor Center.

Mr. Bardes advised that the Waterfront Operations Manager was not available to attend today's Board meeting; however, the opening of the Visitor Center has been postponed until 2021. Mr. Bardes reminded the Board that this is still a Priority List item; however, the City's priorities have shifted due to the COVID-19 pandemic.

Thereafter, Mr. Bardes commented on Tier 1, Item 6 - *Continue to promote the City's artificial reefs as nautical destinations and explore feasibility for potential partnerships for reef*. He said over 50% of the project funds were provided by Broward County. They

advanced \$75,000 and a remaining \$75,000 was to be provided at the completion of the project. Since the project was not completed during the 2019 calendar year, the County requested and received those funds back from the City. Unfortunately, due to the COVID-19 pandemic and lack of revenue, all projects have been placed on hold. However, this topic will continue to remain on the Priority List and the permit is valid for five (5) more years.

Mr. Dipple commented on Tier 2, Item 3 - *Host Safe Boating event aimed at providing vessel safety checks at Pioneer Park*. Mr. Dipple remains an advocate of this item, but acknowledge the difficulty to execute an event at this time.

Mr. Nass and the Board discussed allocating funds to advertise the beach cameras located at the end of the pier. He believes it would allow people around the world to watch and bring awareness to the City.

Vice Chair Cisneros explained it would be difficult to allocate funds for this type of project due to limited funds during the COVID-19 pandemic.

Mr. Bardes reminded the Board that the beach cameras are already available on the City's YouTube channel for public view.

C. International Coastal Cleanup New Guidelines

Patrick Bardes, Coastal & Waterway Coordinator, said the City conducts the International Coastal Cleanup in partnership with Broward County. Previously, the annual event attracted 300-400 volunteers in Deerfield Beach and made it one of the most participated beaches within the County. Unfortunately, due to COVID-19, large gatherings have not been publicized. The County has created an app called the Clean Swell App as a safer option to promote cleanups until the end of the 2020 calendar year. It will allow people to volunteer and conduct their own beach cleanup, similar to the City's Litter-Free Deerfield Beach program that is available year-round. The app will allow volunteers to log data into the International Coastal Cleanup forum.

Mr. Dipple said Dixie Divers sponsored an event in June 2019, where divers cleaned the seabed. He asked if this type of event would be eligible to log as International Coastal Cleanup data.

Mr. Bardes replied that particular event was cancelled this year; nevertheless, this type data would be eligible to log as International Coastal Cleanup data for the City. The quarterly beach cleanups and individual beach cleanups that are organized by local businesses, student groups, and other citizens are also counted in this data.

BOARD MEMBER COMMENTS

Mr. Nass thanked Patrick Bardes, Coastal & Waterway Coordinator, for his leadership over these past years and Vice Chair Cisneros for guiding the meeting tonight.

Mr. Bardes read an email from Chair Hendrickson as her Board Member Comments, attached herewith.

In response to Ms. Ramon's question, Mr. Bardes replied that there would be a meeting in November; then the Board can decide if a December meeting is necessary. The November meeting may be in person or hybrid, based on the Governor's Order on whether to extend the virtual meetings beyond November 1, 2020.

NEXT MEETING

Vice Chair Cisneros announced the next meeting will be held on November 19, 2020 at 6:00 p.m. in person at City Hall.

ADJOURNMENT

Motion was made by Mr. Dipple, seconded by Mr. Chapman, to adjourn the meeting at 7:19 p.m. The motion CARRIED by unanimous vote.

Town of Hillsboro Beach / City of Deerfield Beach Litigation Settlement

Executive Summary

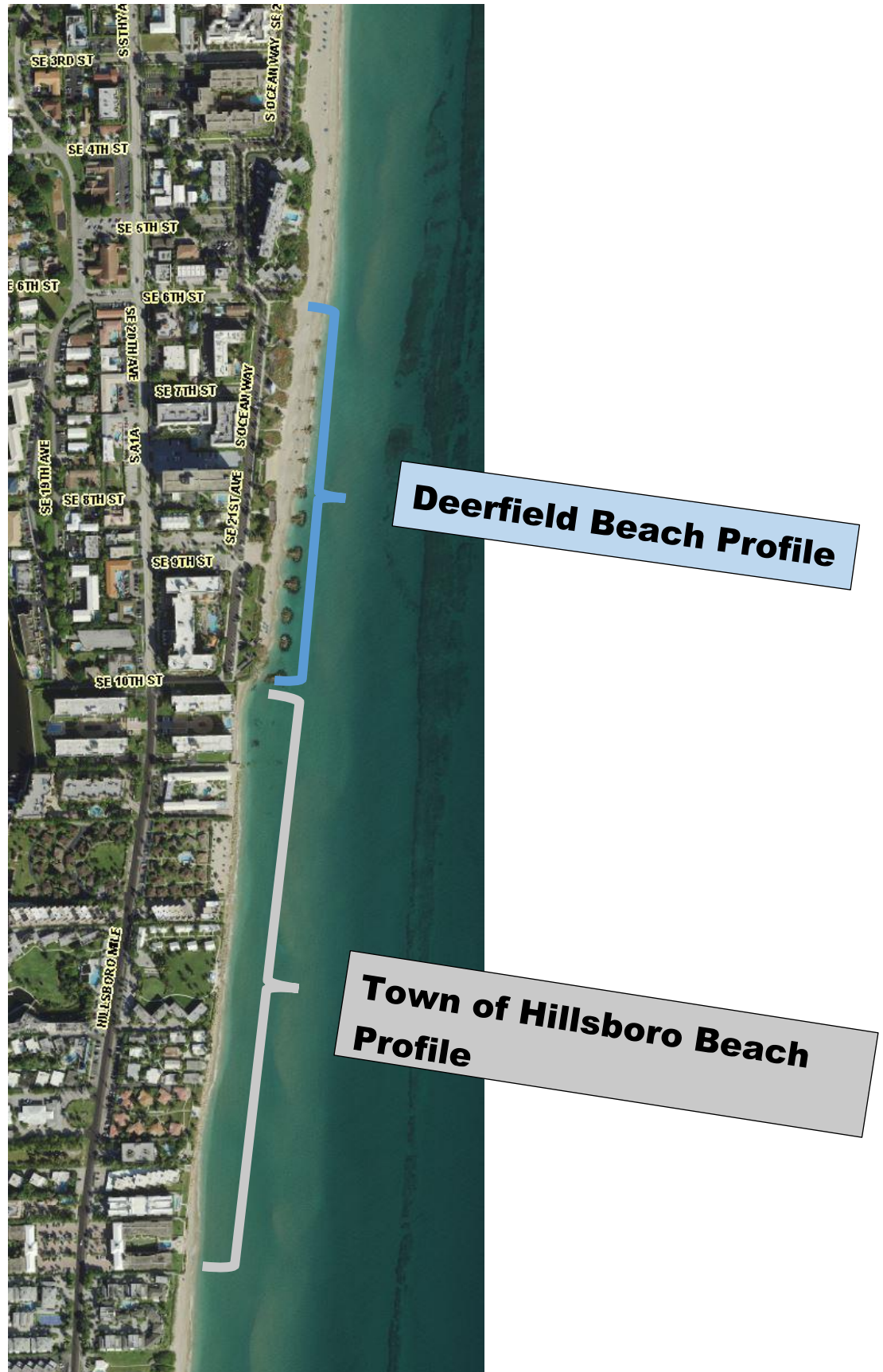
Effective Date: October 8, 2020

Term: 30 years from the execution of the first nourishment project contract with up to four additional five-year periods.

- Initial construction date between 2021 and 2023.
- Selection Committee will be comprised of two members from each for the Town and City.
- Project Management means procurement and contracting, engineering, permitting, and applying for local, state, and federal third party funds.
- Soft costs is equal to all costs of any nourishment other than sand costs.
- Sand costs means all costs to purchase and place sand.
- Third Party funds will first be applied to soft costs and the remaining will be applied to sand cost.
- FEMA funds will only apply to that Party's soft or sand costs.
- If the Net Cost of any nourishment project (after deducting Third Party Funds) shall exceed \$3 million for either Party, then the nourishment project shall not move forward unless the greater expenditure is agreed to by the party or parties that would need to spend in excess of the Monetary Cap.
- Reviewing Consultant clause for conflict resolution.
- Jointly manage and pay for beach monitoring each May and November as a soft cost.
- Hillsboro will work with Hillsboro Inlet District.
- Deerfield will work with Boca Raton.
- Within 7 days of the Effective Date, Hillsboro shall file a voluntary dismissal of the Litigation with prejudice.
- Consultant will name both Town and City as additionally insured.
- Deerfield agrees to grant a temporary construction easement for projects solely taken upon by the Town after reviewing maintenance of traffic plan.
- Deerfield will maintain public access in front of the Revetment to the extent required by state law.
- In the event that Third Party Funds cannot be applied in whole or in part to a nourishment project due to the non-public status of any beach area or portion of any beach area, then such restricted Third Party Funds will nevertheless be applied to other permissible costs, including Soft Costs or Sand Costs even if only one Party receives a greater reduction of the Net Sand Costs. Nothing herein should be construed to permit the application of funds to any portion of a nourishment project that would violate law or conditions imposed as part of the disbursement of Third Party Funds. The Parties agree to pay for their own portion of the Net Sand Costs, based on the percentage of sand placed on each Party's respective Profile. Net Soft Costs will be divided evenly.

Deerfield Beach Profile: SE 6th Street to SE 10th Street (approx. 1,500 feet)

Hillsboro Beach Profile: R-6.7 – R-9 (approx. 2,300 feet)



Melissa Singh

From: Hendrickson, Katharine <khendrickson@broward.org>
Sent: Thursday, October 15, 2020 5:10 PM
To: Patrick Bardes
Subject: Re: Marine Advisory Board Meeting

Hi Patrick,

Unfortunately, we have had a park emergency and I need to stay at work and will be unable to join the zoom.

I did want to send in my notes on regional funding sources and collaboration with Hillsboro beach which includes separate FIND applications, if allowed but also Broward grant and fwc/state grants. There may be additional funding opportunities with JM families if we collaborate on a regional level as far as dune resortoration goes. I'd be happy to coordinate with you on these goals.

On a personal note I hope you applied for the senior natural resource specialist for Broward that focuses on shoreline restoration it's right up your alley.

As for the priority list, I love the swell app and I think the Broward coastal cleanup can be an ongoing deerfield project to coincide with tier 1 number 1. The tier 2 number 3 item is one that has been affected by covid but maybe we can ask the commission to offer a discount on parking passes for boat docks if people provide proof of a vessel safety check for a vessel registered in their name?

Or we have the commission allow them one free hour of parking, not sure how accounting can handle that but just a thought.

Dune restoration has definitely been affected by covid but maybe coordinating with yea on working with smaller groups to continue the progreas would be a way to continue ?

Can't wait to see / talk to you again! Sorry I can't be apart of the meeting tonight. Miss you all!

On Oct 15, 2020 4:17 PM, Patrick Bardes <pbardes@deerfield-beach.com> wrote:

External Email Warning: This email originated from outside the Broward County email system. Do not reply, click links, or open attachments unless you recognize the sender's **email address** (not just the name) as legitimate and know the content is safe. Report any suspicious emails to ETSSecurity@broward.org.

Good afternoon MAB,

As a reminder please use the following link for tonight's meeting and NOT the link in the calendar invite.

Join Zoom Meeting

<https://deerfield-beach.zoom.us/j/85257458443?pwd=bms5TVNFMDJIUTZKb2hqVWhqN0hZUT09>

Meeting ID: 852 5745 8443

Passcode: 816857

One tap mobile

+19292056099,,85257458443# US (New York)

+13017158592,,85257458443# US (Germantown)

Thanks,



Patrick J. Bardes
Coastal & Waterway Coordinator
Liaison, Marine Advisory Board
City of Deerfield Beach
401 SW 4th Street
Deerfield Beach, FL 33441
P: 954.480.1426



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Education Advisory Board (EAB)
Meeting Minutes
Wednesday, May 5, 2021
7:00 pm
Hillsboro Community Center

Call to Order and Roll Call

Chair Mendes called the meeting to order at 7:00 pm.

Members Present: Dr. Joseph Mendes, At Large
 Mr. Michael Lubin, District 1
 Vice Chair Clarke-Reed, District 2
 Ms. Karen Shelly, District 3
 Vacant, District 4

City Staff Present: Jonathan Salas, Legislative and Community Affairs Department
 Carolyn Marshall, Legislative and Community Affairs Department
 Elen Gantner, City Attorney's Office

Approval of Minutes

Chair Mendes welcomed Board members and staff present.

MOTION was made by Mr. Lubin and seconded by Vice Chair Clarke-Reed to approve the April 7, 2021 meeting minutes. The motion CARRIED unanimously.

Board Discussion

A. Summer Meeting Schedule

The Board discussed the Education Advisory Board (EAB) summer meeting schedule. Chair Mendes led the discussion and explained that in the past, the EAB has not held meetings during the summer months. Mr. Salas advised that the next scheduled EAB meeting is June 2, 2021 in response to Vice Chair Clarke-Reed.

MOTION was made by Mr. Lubin and seconded by Vice Chair Clarke-Reed to cancel the July 7th and August 4th EAB Meetings and reconvene in September 2021. The motion passed unanimously.

B. Final EAB Ordinance

Chair Mendes asked City Staff if the EAB Ordinance is finalized. Attorney Gantner responded that the Ordinance has been approved by Commission and the EAB mission stated has been added to the Ordinance.

Vice Chair Clarke-Reed expressed concerns with the EAB Ordinance language in Section II – E (*refer to excerpt below*) and asked for clarification on whether the Chair can meet with School Board Members on behalf of the Mayor or the entire Commission.

“With permission from the Mayor, the Chair can meet with members of the Broward County School Board on behalf of the City Commission.”

Attorney Gantner explained that the Chair can meet with members of the Broward County School Board on behalf of City Commission. Chair Mendes asked if the EAB can revise the wording during the meeting or will the Ordinance have to go back to City Commission for approval. Attorney Gantner explained that if the Board would like to change how Section II-E is written, the Ordinance will have to go to City Commission for approval. Chair Mendes asked if the Board would like the section to remain as is or amended and stated that he does not oppose any of the decisions.

MOTION was made by Mr. Lubin and seconded by Vice Chair Clarke-Reed to approve the EAB Ordinance rules and regulations, as written. The motion passed unanimously.

C. Bryce Gowdy Student Athlete Award Application

The Board engaged in discussion regarding the Bryce Gowdy Student Athlete Award.

Mr. Salas confirmed the award name change from Deerfield Beach Student Athlete Award to the Bryce Gowdy Student Athlete Award was finalized by the EAB and the application included with the EAB agenda packet is the final version.

The Board discussed the student eligibility criteria and confirmed that any middle and/or high school student that reside in Deerfield Beach is eligible to receive the award. As a result, Chair Mendes recommended amending the application to ensure the eligibility criteria is clear. Attorney Gantner explained that the Board has the power to make a motion and vote on the application revision. The application is not required to go before City Commission.

MOTION was made by Mr. Lubin and seconded by Ms. Shelly to amend the Bryce Gowdy Student Athlete Award application by removing the listing of schools on the application, Eligibility Requirement, Item # 2. The motion passed unanimously.

Students selected by the EAB will be recognized at City Commission Meetings; there is no financial award. The goal is to recognize a student monthly; however, only one student (middle school) has been recognized to date.

Vice Chair Clarke-Reed asked if any awards will be distributed this year. Chair Mendes responded, if the City receives any application by June 2021 an awardee could possibly be selected. Mr. Salas shared that the City has not received any recent applications.

Mr. Salas will send an email with the updated application to all schools in the area by Friday, May 7th. The City will accept applications monthly. The deadline to submit applications for consideration is the third Friday of each month.

D. High School Academic Scholarship Award Board Approval Process

The Board discussed the High School Academic Scholarship Award EAB approval process. Mr. Salas explained that City staff will provide the Board with submitted applications and the scoring matrix. In response to Vice Chair Clarke-Reed, Mr. Salas advised that the matrix for ranking applicants will consist of award criteria items.

The Board discussed whether they would prefer receiving the award applications in advance of the EAB meeting or the day of the meeting. It was agreed that Mr. Salas will email applications to the Board in advance of the EAB meeting for review and printed copies of the applications will also be available to members at the Legislative and Community Affairs Department.

E/F. Elementary & Middle School Academic Achievement Award

The Board discussed the elementary and middle school academic achievement award selection process. Mr. Salas questioned whether an application is required. The Board engaged in discussion and the following was confirmed:

- An application form is not required;
- A nomination form with a section for parent contact information will be utilized;
- Principals and/or Teachers will be responsible for completing and submitting the nomination form; one student can be selected in grades 3 through 5;
- The Board will review all nominations and confirm awardees; and
- City Commission will recognize student awardees quarterly at Commission meetings; parents and students will be notified in advance of meeting.

MOTION was made by Vice Chair Clarke-Reed and seconded by Mr. Lubin to transition the application form for the Elementary and Middle School Academic Achievement Award to a nomination form that includes parental contact information. The motion passed unanimously.

G. Tutoring Initiative

Mr. Salas reminded the Board that City Staff mentors and tutors students in Deerfield Beach through the TutorMate, Reading Pals, and Junior Achievement of South Florida programs. He advised the EAB to consider participating in the aforementioned programs. Board members also provided the following suggestions:

- Vice Chair Clarke-Reed: The Board should consider assisting high school seniors and find out why all students are not receiving assistance from the School Board.
- Mr. Lubin: Check if IB students could help non IB students with completing essays and college applications.
- Chair Mendes: The Board have been talking about reaching out to college guidance departments so that might be a good thing to do over the summer.

Further discussion of the tutoring initiative will continue at the EAB meeting in September to determine the next steps.

H. 8th Grade Summer Program

Mr. Lubin shared that the proposed 8th Grade Summer Program was well received by the Middle School and community members that he spoke to. Vice Chair Clarke-Reed expressed that the Board should consider asking our legislature for program funding.

I. Guest Speakers

The Board expressed that they would like to have guest speakers at future EAB meetings. The following suggestions were provided:

- Mr. Lubin: House Representative member
- Vice Chair Clarke-Reed: The Early Learning Coalition to discuss programs and Broward County School Board and Deerfield Beach High School to discuss the Beach House
- Ms. Shelly: Library

J. EAB Vacancy District 4

Chair Mendes informed the Board of the EAB District 4 vacancy and advised if anyone knows of a qualified person in District 4 to send their contact information to Commissioner Drosky.

K. Community Attendance at EAB Meeting

The Board discussed ideas and suggestions to increase public/community attendance at EAB meetings. The following suggestions were provided:

- Mr. Lubin: Zoom Meetings and provide food.
- Ms. Shelly: Add meeting to High School Newsletter, school websites and on Next Door Neighbor.

Staff Updates

Mr. Salas announced that the City's final food distribution event in partnership with Feeding South Florida will be held on Friday, May 14, 2021 at Quiet Waters Park.

Board updates: None

Comments from the Public: No guests were present.

Adjournment

MOTION was made by Mr. Lubin and seconded by Ms. Shelly to adjourn the meeting at 7:54 p.m. The motion CARRIED unanimously

Minutes approved _____ Date _____

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

April 13, 2021

Eugene Seinfeld

Presiding

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

PRESENT: Lenore Graber, Code Manager
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
Maritza Martinez, Administrative Assistant
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>
5	21010167	MOYA,DAVID & H/E MOYA,APOLINAR JR & MOYA,H EST	4401 NE 2 TER, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards 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 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-7-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading	
6	21010087	JEROME,AMONAISE ZEPHIRIN,ELUCIEN	317 NW 6 CT, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. BSO ENFORCED- REGULATIONS, GENERALLY Section 66-59. (c)(1)(a)- Parking on residentially zoned lots Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-7-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
9	21010125	LITUS,TIEJOSHISME	4201 NW 7 AVE, 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 ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-7-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				105(8) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(a) - Parking prohibitions; enforcement Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	
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11	21030070	BUTLER,MARYBELLE EST	263 SW 8 CT, DEERFIELD BEACH, FL 33441	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 FIRE PREVENTION CODE F-103.2.9.5 Hurricane Protection Devices - Shutters Up After Storms	RESPONDENT WAS PRESENT- LARRY BUTLER CONTINUED TO 6-8-2021
12	21010042	HILLSBORO RIVER APARTMENTS LLC	93 NE 7 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-9-2021 \$100 PER DAY PER VIOLATION

				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 Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(f) Off- street parking and loading	
13	21010049	HILLSBORO RIVER APARTMENTS LLC	73 NE 7 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-9-2021 FOR \$100 PER DAY PER VIOLATION

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

				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 Sec. 98-88.(b) - Off-street parking and loading.	FINES IMPOSED AS OF 4-9-2021 FOR \$100 PER DAY PER VIOLATION
15	21010052	GATTI,SUZANNE	700 NW 2 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading. FIRE PREVENTION CODE F-103.2.9.5 Hurricane Protection Devices - Shutters Up After Storms	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-9-2021 FOR \$100 PER DAY PER VIOLATION
16	18070315 Tab #16 to# 40	BONNELLIO BELLISSIMO LLC/LANDSCAPE	731 SE 1 WAY, DEERFIELD BEACH, FL 33441 C23	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT CONTINUED TO 6-8-2021

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(r)(4) - Landscape requirements Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(v) - Landscape requirements	
41	20120006	ARGYROPOULOS,DORA	865 SE 21 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards	RESPONDENT WAS PRESENT- DORA ARGYROPOULOS CONTINUED TO 6-8-2021
42	20110021	HILL,JOHN R & ALDEAN	400 NE 41 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas	RESPONDENT WAS PRESENT- JOHN HILL CONTINUED TO 5-11-2021

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	
46	21010496	LIU,XU /VACATION RENTAL	1532 SE 9 ST, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-9-2021 FOR \$100 PER DAY PER VIOLATION
47	20100039	COOPER,H DOUGLAS COOPER,TATIANA/VACATION RENTAL	232 SE 18 AVE, DEERFIELD BEACH, FL 33441	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 CERTIFIED WITH \$80 PROSECUTION COST
55	21010412	ROSALES,LUIS DANIEL GABARRIN	130 SE 10 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(K)(14)(b) - Landscape Requirements	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-7-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

56	21010414	ANTHONY,DAVID	470 SE 17 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 CONTINUED TO 6-8-2021
57	21010448	ALLAN,THOMAS W	409 SE 2 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading	RESPONDENT WAS PRESENT- THOMAS ALLAN CONTINUED TO 7-13-2021
59	21010160	SIMPSON, DEBBIE	206 SW 3 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a- g) - Tree preservation	RESPONDENT NOT PRESENT CONTINUED TO 7-13-2021

60	21010161	HALL,JONATHAN CALVIN H/E HALL,ELZABETH OLIVEIRA BROOKS/ TREE PRESERVATION	1151 VELEIROS BLVD, DEERFIELD BEACH, FL 33064	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 5-7-2021 \$100 PER DAY \$80 PROSECUTION COST
62	21020021	BANKS,FARRON R	1001 SE 13 CT, DEERFIELD BEACH, FL 33441	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 5-7-2021 \$100 PER DAY \$80 PROSECUTION COST
63	21020022	VENTURE MANAGEMENT OF THE FUTURE LLC	902 SE 14 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98- 75(1)(a,b,c.) - Residential walls, fences and hedges.	RESPONDENT NOT PRESENT CONTINUED TO 5-11-2021
64	21020037	FRANKLIN,EVALINA & CHARLES	5340 NE 10 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 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-7-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
65	21020045	PIERRE, RAOUL	851 NE 52 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE 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- 75(1)(a,b,c.) - Residential walls, fences and hedges 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 5-7-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
68	21020049	PIERRE,JOSEPH & CLAUTILDE	4310 NE 7 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(6) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-7-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				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	
69	21020051	ALHAMZAWI,ISSAM	412 SW 16 PL, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation	RESPONDENT NOT PRESENT CONTINUED TO 5-11-2021
71	21010546	YRSHUS,ALLISON G	3974 NW 5 DR, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards	RESPONDENT WAS PRESENT- ALLISON YRSHUS

					CONTINUED TO 7-13-2021
72	21010548	BYRN,DENNIS	315 NW 38 WAY, DEERFIELD BEACH FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a-g) - Tree preservation.	RESPONDENT WAS PRESENT- DENNIS BYRN CONTINUED TO 5-11-2021
73	21010505	NIGRO,JOSEPH MICHAEL & CAROLYN A NIGRO REV TR/.TREE PRESERVATION	2497 SW 12 CT, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a- g) - Tree preservation	RESPONDENT WAS PRESENT- DENNIS BRYAN CONTINUED TO 7-13-2021
76	21010553	HERRERA,MICHAEL F & HERRERA,ALVARO F/TREE PRESERVATION	4710 NE 2 TER, 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 Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT NOT PRESENT REQUEST FOR CONTINUANCE DENIED. FINAL ORDER ISSUED COMPLY BY 6-4-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a- g) - Tree preservation	
77	21020001	MOYER,WENDY K WILLIAMS,NOVIE D/TREE PRESERVATION	332 SW 2 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-7-2021 \$100 PER DAY \$80 PROSECUTION COST
78	21020002	POWELL,REGINA	301 NW 2 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards Chapter 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.	RESPONDENT NOT PRESENT CONTINUED TO 5-11-2021

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-75(1)(a,b,c.) - Residential walls, fences and hedges	
80	21020004	LAKE POINTE UNIT 207 LLC	291 NW 7 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-7-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

81	21020005	MOORE, ARNOLD D & LENA M	277 NW 2 ST, DEERFIELD BEACH, FL 33441	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.	RESPONDENTS WERE PRESENT- ARNOLD AND LENA MOORE CONTINUED 7-13-2021
83	21020014	DUFFY, DANIEL D & NORYS B	1414 SE 7 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements	RESPONDENT WAS PRESENT- DANIEL DUFFY CONTINUED TO 6-8-2021
85	21020016	GALLAGHER, LISA M	880 NE 49 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-7-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a-g) - Tree preservation	
86	21020017	SOUTH FLORIDA BIBLE COLLEGE & THEOLOGICAL SEMINARY, INC.	2200 SW 10 ST, 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	RESPONDENTS WERE PRESENT- MARVIA WILSON JOHN MEZZACAPPA CONTINUED TO 7-13-2021
89	21010056	SAWGRASS PROMENADE % CENTRECORP MGMT SERVICES INC	1301 S MILITARY TRL, 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 FINAL ORDER ISSUED COMPLY BY 5-7-2021 \$100 PER DAY \$80 PROSECUTION COST
90	21010550/CM/ COST	MOYER,WENDY MOYER,KRISTA ETAL	1030 SW 7 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDIN Section 14-106(b) - Minimum standards for yard and landscape areas	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
91	21010031	SAINT-CYR,FEDELINE ALEXIS SAINT-CYR,JEAN CLAUDE	251 NW 38 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-9-2021 FOR \$100 PER DAY PER VIOLATION

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted Chapter 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 Sec. 98-88.(b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading	
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92	21010036	US BANK TR NA TRS % RESICAP	4513 SW 13 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98- 75(1)(a,b,c.) - Residential walls, fences and hedges.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-9-2021 FOR \$100 PER DAY
93	21020023	COMMERCE PARTNERSHIP #8908 LTD % COMMERCE MGMT GROUP INC	1280 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 6-8-2021
94	21010176	HILLSBORO TECHNOLOGY CENTER LLC ATTN:MALCOLM BUTTERS/ CU/BTR	220 HILLSBORO TECHNOLOGY DR, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements	RESPONDENT NOT PRESENT CONTINUED TO 5-11-2021
95	20110006	FAIRWAY FINANCIAL ASSOCIATES LLC	10 FAIRWAY DR, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT NOT PRESENT VACATED FINAL ORDER

96	20110005	EDWARDS,DOUGLAS & GEORGETTE	260 NE 41 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
97	20030091/cm/c ost	GATEWAY POWERLINE BP LLC %STOCKBRIDGE CAPITAL GROUP	4100 N POWERLINE RD, DEERFIELD BEACH, FL 33073 F1-F5	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
98	20110029/cm/c ost	825 FLORIDA PROPERTY LP	825 NE 42 ST, DEERFIELD BEACH, FL 33064	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
99	20110054/CM/ COST	KAS DEERFIELD LLC	2151 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442 103	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
100	20110056/CM/ COST	MR ED CRAB'S WORLD LLC	861 NE 44 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

				USE Section 98-161(b) - Certificate of use permit requirements	
101	20100080	2201 REALTY LLC	2215 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 102 - SIGNS Section 102-7. (3)- Certain sign or sign structures prohibited	RESPONDENT NOT PRESENT FINE IMPOSED FOR 4-9-2021 FOR \$100 PER DAY
102	20110007	PATHWAY VENTURES, LTD	2301 W SAMPLE RD, DEERFIELD BEACH, FL 33073 1-1A	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements	RESPONDENT NOT PRESENT FINE IMPOSED FOR 4-9-2021 FOR \$100 PER DAY
103	20100043/CM/ COST FINAL EXT. WAS GRANTED	NEWCASTLE INVESTMENTS LLC	501 E SAMPLE RD, DEERFIELD BEACH, FL 33064	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
104	20100045	RT22 CREATIONS INC.	111 SE 9 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 CERTIFIED WITH \$80 PROSECUTION COST
105	20100060	CRYSTAL POINTE COMMERCIAL PROPERTIES, LLC/SIGNS	4500 N POWERLINE RD, DEERFIELD BEACH, FL 33073	Chapter 102 - SIGNS Section 102-7. (3)- Certain sign or sign structures prohibited	RESPONDENT WAS PRESENT- GREG DANIELCZYK EXTENDED TO 5-7-2021

107	20100010	UNITED STATES POSTAL SERVICE	212 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 46 - OFFENSES Section 46-13 - Trees, bushes and shrubs—Encroaching on public right-of-way. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT NOT PRESENT CONTINUED TO 6-8-2021
110	21030099	TOUCHE DOUCE INC	218 SW 3 ST, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements	RESPONDENT NOT PRESENT FINAL ORDER ISSUED TO RECOVER ABATEMENT COST OF \$2,884.92 \$80 PROSECUTION COST
111	21020069	ISTANBUL INVESTMENTS LLC	1959 SE 3 ST, DEERFIELD BEACH, FL 33441 A-F	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 CONTINUED TO 5-11-2021
115	21030104	WEBB, DAVID EST	255 DURHAM G, DEERFIELD BEACH, FL 33442	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VII. - ABANDONED REAL	RESPONDENT NOT PRESENT ABATMENT FINAL ORDER ISSUED COMPLY BY 4-23-2021

				PROPERTY Section 34-144 - Maintenance requirements	\$250 PER DAY \$80 PROSECUTION COST
117	21030121	TASCHNER, RICHARD K	4324 NW 6 AVE, DEERFIELD BEACH, FL 33064	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-7-2021 \$100 PER DAY \$80 PROSECUTION COST
118	21020076	YOUMANS,ANNIE B	5341 NE 10 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-7-2021 \$100 PER DAY \$80 PROSECUTION COST
119	21020058	COPELAND,JIMMY L & ALLYSON L	4342 NW 1 TER, DEERFIELD BEACH, FL 33064	Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. BSO ENFORCED- STOPPING, STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY · Section 66-56(1)(L). - Prohibitions relative to stopping, standing or parking in specific places	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-23-2021 \$100 PER DAY \$80 PROSECUTION COST
120	20110043	PETRIE,MARY PATRICIA	360 NW 38 WAY, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards	RESPONDENT WAS PRESENT- MARY PETRIE EXTENDED TO 7-9-2021
121	19090104	STYLES,BETTYE	930 NE 51 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-80.(n)(1-2) - Landscape requirements	RESPONDENT NOT PRESENT EXTENDED TO 5-7-2021

124	21030073	SMITH,HERBERT	211 NW 44 ST, DEERFIELD BEACH, FL 33064	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70. (f) - Preparation of bulky yard and vegetative wastes	RESPONDENT WAS PRESENT- HERBERT SMITH FINDING OF FACT ORDER ISSUED COST WAIVED
126	21030097	THOMPSON,BRINDA THOMPSON,HENRY	237 SE 1 TER, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area	RESPONDENT WAS PRESENT- HAROLD WESTLEY FINDING OF FACT ORDER ISSUED COST WAIVED
127	21030131	EVANS,BRANDY EVANS,DEBORAH	5311 NE 10 AVE, DEERFIELD BEACH, FL 33064	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENTS WERE PRESENT- LATHISHA WISE DEBORAH EVANS FINDING OF FACT ORDER ISSUED COST WAIVED
128	20120054	POMPANO 41 CT LLC	261 NE 39 CT, 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 CERTIFIED WITH \$80 PROSECUTION COST
129	20120057	HO,DUC C HO,JENA PHUONG	374 SW 34 AVE 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	CERTIFIED WITH \$80 PROSECUTION COST
130	20100064	LPCA INVESTMENTS LLC	4345 NW 6 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
131	20120015	FLORES,ALEYDA	304 NW 43 PL, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- ALEYDA FLORES KAREN RODGERS (NEIGHBOR) TO OBSERVE EXTENDED TO 7-13-2021
132	19080023	DEAN,JANICE M	820 NE 50 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY	RESPONDENT WAS PRESENT- JANICE DEAN EXTENDED TO 5-7-2021

				REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88. (b) - Off-street parking and loading Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-80. (n) (1-2) - Landscape requirements	
133	20090019	RAYMOND, CYNTHIA	1108 SE 10 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT EXTENDED TO 5-7-2021
134	19120084	TORTORICI,SERAFINA LE CANTAZARO,PELLEGRINO LE ETAL	3039 HARWOOD D, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-9-2021 FOR \$100 PER DAY
135	19120101	DEAN,JANICE M	820 NE 50 CT, 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- JANICE DEAN EXTENDED TO 5-7-2021

136	20010007	DUARTE, AMAURI MEIRELES GONCALVES, ROXILANDREY CORREA	227 PRESCOTT L, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT EXTENDED TO 5-7-2021
137	20010223/CM/ COST	GOWDY, FRANKIE LEE	810 SW 14 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
138	20010224/cm/c ost	BEAUBRUN, EDITH	820 SW 14 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88. (b) - Off-street parking and loading Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

139	20010229	JEAN-LOUIS,MARIE L JEAN-LOUIS,EVINTZ & DAVID	681 SW 10 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- MARIE JEAN LOUIS EXTENDED TO 5-7-2021
140	20010230	FERNANDEZ,SUCRISULIVAN SEGURA,ROGELIA	651 SW 10 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-9-2021 FOR \$100 PER DAY

141	20010260	BPREP DEERFIELD PARK LLC %BROOKFIELD PROPERTY GROUP	674 S MILITARY TRL, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER VACATED
142	20020043/cm/ cost	BRADLEY, PHILIP E	4330 NW 12 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
143	20030079	HANDSHUH, ANA G	195 NEWPORT L, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT EXTENDED TO 5-7-2021
144	20120049	FLYNN, MATTHEW S & FLYNN, PAULA	3 SW 13 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 5-11-2021
146	21030048/cm/ cost	STARBUCK, GARRETT	730 SW 11 CT, DEERFIELD BEACH, FL	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
147	21020059	ANDERSON, THOMAS	1253 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 CONTINUED TO 5-11-2021

A	19120080	BENAC, CID/BUILDING PERMITS	4018 CAMBRIDGE A , DEERFIELD BEACH, FL	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT EXTENDED TO 10-5-2021
B	19080138	PAIVA,MARCIANA S	4348 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 WAS PRESENT- MARCIANA PAIVA FINES MITIGATED FOR \$7,580 TO BE PAID BY 10-5-2021
C	17050038	MELENDEZ,ROBERT /ARAUJO,PABLO	4010 NW 4 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- DARIAN RODRIQUEZ FINES MITIGATED FOR \$7,580 FOR ALL CASES TO BE PAID IN FULL BY 5-11-2021
D	18090025	MELENDEZ,ROBERT /ARAUJO,PABLO	4010 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements	RESPONDENT WAS PRESENT- DARIAN RODRIQUEZ FINES MITIGATED FOR \$7,580 FOR ALL CASES TO BE PAID IN FULL BY 5-11-2021
E	19070090	MELENDEZ,ROBERT /ARAUJO,PABLO	4010 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 34 - ENVIRON ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT WAS PRESENT- DARIAN RODRIQUEZ FINES MITIGATED FOR \$7,580 FOR ALL CASES TO BE PAID IN FULL BY 5-11-2021

F	8-700	BARTHELMY, DELCARME & ADMISE/ARAUJO, PABLO	4010 NW 4 AVE, DEERFIELD BEACH, FL 33064	Inoperable vehicle parking	RESPONDENT WAS PRESENT- DARIAN RODRIQUEZ FINES MITIGATED FOR \$7,580 FOR ALL CASES TO BE PAID IN FULL BY 5-11-2021
G	16120067	EARLEAN, ESTER	356 NW 6 CT, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES DIVISION 2. - SANITARY NUISANCES - Section 34-57(b). - Declaration of nuisance	RESPONDENT WAS PRESENT- JANICE DEAN FINES MITIGATED FOR \$2, 280 TO BE PAID IN FULL BY 10-5-2021
H	18060034	WILLIAMS, GAIL JULIET	811 SW 12 CT DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - 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	RESPONDENTS WERE PRESENT- JULIET WILLIAMS MARTILCA WILLIAMS FINES MIT IGATED FOR \$1,080 FOR BOTH CASES TO BE PAID IN FULL BY 10-5-2021
I	20050028	WILLIAMS, GAIL JULIET	811 SW 12 CT DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements	RESPONDENTS WERE PRESENT- JULIET WILLIAMS MARTILCA WILLIAMS FNES MITIGATED FOR \$1,080 FOR BOTH CASES TO BE PAID IN FULL BY 10-5-2021

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Eugene Seinfeld, Special Magistrate

Date

HILLSBORO INLET DISTRICT
Minutes of Regular Monthly Meeting, Monday, May 17, 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
Commissioner Robert O'Neill

OTHERS PRESENT:

David N. Tolces, Weiss Serota Helfman Cole &
Bierman, P.L.
Captain Woodworth R. Draughon III
Robert M. Andrews, Accountant
Kimberly Longo, District Secretary
Celine Jefferson, Regional Sales Manager - 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.

OATH: Oath was given to Robert O'Neill as the newly appointed Commissioner representing the City of Pompano Beach.

APPROVAL OF MINUTES: A Motion to approve the May 17, 2021 Regular Meeting Minutes was made by Commissioner Sarkis and seconded by Commissioner Tarifi. Commissioner Tarifi requested an amendment to the Minutes to correct the word Mr. to Ms. Miller in the third sentence in the first paragraph on page 3. The Motion, as amended, to approve the minutes was approved unanimously. (6-0)

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 \$41,511.04. The bills were reviewed and discussed in detail. The motion was approved unanimously. (6-0)

APPROVAL OF CURRENT MONTH'S EXPENSES: Motion was made by Vice Chair Gore and seconded by Commissioner Tarifi to approve current month's expenses of approximately \$40,000.00. The motion was approved unanimously. (6-0)

DREDGE LOG: Captain Draughon presented the Inlet depth chart, which depicted six (6') feet controlling depth shoreward and six (6') feet controlling depth seaward. There were 33.5 hours of dredging time, resulting in 15,075 yd³ of sand bypassed south 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 removed the gooseneck on the elbow barge to repair a small section of the pipe that was worn out – it was patched and doubled it up; and
2. As preventative measures the crew replaced the starboard swing cable on the dredge, replaced a worn hydraulic hose for the cranes boom extension and fabricated a plastic cover for the levers to replace a rusted one.

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

NEW BUSINESS:

DISCUSSION REGARDING DUTIES AND RESPONSIBILITIES OF DISTRICT SECRETARY, ACCOUNTANT AND GENERAL COUNSEL:

Attorney Tolces advised the Board that he provided a memorandum as well as a brief summary of duties and various responsibilities of the District Secretary, legal services that he provides as the District's General Counsel, and the accounting services as well as technological services from Robert Andrews' office in their agenda packet. Originally, this was proposed in the light of the fact that Mr. Holland had resigned and left the District after thirty-five years that it would be a good idea for the Board to understand what the support team does. Attorney Tolces advised that no action needs to take place that the summary was for informational purposes but open for discussion.

DISCUSSION REGARDING POSSIBLE WORKSHOP TO DISCUSS BUDGET AND COASTAL ENGINEERING AND RELATED SERVICES:

Chair Bryan stated the Commissioners may have a workshop next month regarding the projects for next year. Robert Andrews stated that the District will get the preliminary millage for the proposed budget in July pursuant to the auditor. Chair Bryan stated at the workshop the Board can discuss the responsibilities by everyone, the preliminary budget, and look into the active hurricane season and the possibilities of monies that will have to go out.

The Board discussed what time to start the Workshop on June 21, 2021. Commissioner Sarkis stated to just have the items for discussion as agenda items and not have a Workshop. Attorney Tolces stated that we can do the workshop agenda items first and then go into the regular Board meeting.

OLD BUSINESS:

UPDATE- RFP 2020-01 MODULAR OFFICE BUILDING AND FOUNDATION FOR HILLSBORO INLET DISTRICT OFFICE: Chair Bryan stated after receiving all the figures

regarding the modular office building and foundation and the figures being extremely high, she contacted attorney Tolces and stated that she was going to get an official who knows exactly what it will take to get a trailer on a foundation. The District took many actions to analyze the best options for the new modular trailer. The District performed a geotechnical study, paid a company to come in and advise the District of the best options, and also hired an official to come in and reassess the options regarding the installation of a new modular office. Based upon the current proposals, it would cost \$50,000 to remove the muck off the property. Chair Bryan stated the District did not need to de-muck the property as well as install pilings. The Chair's suggestion several meetings ago was to go with auger pilings as they go to 20 to 25 feet. The helical pilings only go to 20. The official said you need to go with auger pilings. Chair Bryan wants to discuss the modular building itself and what should be done.

SMS came in with a new proposal for the modular building in the amount of \$80,288.00. The options include an ADA Accessible Ramp in the amount of \$18,130.00, auger cast piles in the amount of \$75,625.00, manifold sewer line in the amount of \$813.00, water line crossovers and stub-out 5' of building line in the amount of \$563.00, site water line in the amount of \$813.00, electrical – feeders from MDP to Subpanels in the amount of \$6,625.00 and voice and data – cat 6 wiring and jacks in the amount of \$6,000.00. They separated the building from the foundation. SSM believes that a compression load test will be needed and it will take 28 days to run the test and estimate it would cost \$30,000.00. Ms. Jefferson advised that it is included in the price and is required. Attorney Tolces made a call to an engineer who had not looked at the geotechnical report and he was not completely certain that a compression would need to be done in light of the nature of the structure that was going on it as well as the depth of the auger piles. Chair Bryan asked Ms. Jefferson that if it was determined that compression load test was not needed that the \$30,000.00 portion of the cost proposal would be deleted. Ms. Jefferson advised that if it is determined that the compression load test is not required, that amount will be deducted.

Commissioner Strauss asked what the total amount would be for the construction of pilings and the installation of the modular office. Chair Bryan advised that the current estimated cost is around \$200,000.00. Commissioner Sarkis asked if attorney Tolces had spoken to the Coast Guard. Mr. Tolces advised the Board that he did speak to someone at the Coast Guard and the Coast Guard recommended that once the District has final drawings and a complete package that the District should then submit the drawings to the Coast Guard for their review and approval and once approved attorney Tolces will prepare an Amendment.

Commissioner O'Neill referenced the fact that the location may be an historical site which may create other issues with respect to the District's ability to construct pilings and construct the modular office as currently proposed. After further discussion, the Board would like to consider the possibility of the District leasing a trailer that could be removed offsite, if necessary.

Motion was made by Commissioner O'Neill and seconded by Vice Chair Gore to approve the potential lease of a fifth wheel trailer or to check into leasing some space from the Hillsboro Club. The motion was approved unanimously. (8-0)

UPDATE ON HILLSBORO INVESTMENT LITIGATION: Attorney Tolces advised the Board that his office is still reviewing the Easements that were provided by Hillsboro Inlet

Investments to Hillsboro Inlet District with respect to the District's operations. He advised if and when the Easements are finalized, he will bring them back to the Board for their consideration. Commissioner Sarkis inquired about the legal fees in the amount of \$8,300.00 to date. Attorney Tolces advised that was the time acquired looking into the matter and getting up to speed with the litigation. Commissioner Sarkis asked where the Coast Guard is on their Easement as the District is a second party and we do not own the property. Based upon attorney Tolces' review and discussions, the property on the north side of the inlet that is currently utilized by the Coast Guard is included in the Final Judgment. Attorney Tolces stated that it is his understanding that Hillsboro Inlet Investments entity is working with the Coast Guard to provide for the Coast Guard to have clear title on the north side.

Commissioner Sarkis stated he is not sure how the District is affected as he does not have a copy of the Easement that they are claiming. Attorney Tolces advised that the trailer is located on the western corner of the property that Hillsboro Inlet Investments is in discussions with the Coast Guard. Commissioner Sarkis asked if there is an area that is not the Coast Guard property but an area that the District utilizes for dredging that would affect the District's operations other than the Coast Guard property. Attorney Tolces stated the inlet itself are submerged lands, and are included in the Final Judgment. That is why there are discussions on whether or not we need to get any Easement. The District's position is that the State of Florida granted the District a permit to perform dredging and sand bypassing. Whatever interest the District has to operate and bypass sand will continue notwithstanding any Final Judgment that has been entered. The Final Judgment has technically been stayed by the Judge Towbin-Singer. There have been Motions to Intervene filed by some of the parties which have been granted by the Judge.

The District does not own any land so the Final Judgment quieting title does not affect the District to that extent. Our concern is protecting what the District has done for the past 50 plus years with respect to dredging and bypassing sand as well as having the District's equipment operate in the inlet as well as the south jetty. Attorney Tolces stated that he has the Easements but has not yet given his comments to them. Before anything is finalized, the Easements would be approved by the Board.

Commissioner Chappell inquired if the Judgment allowed for the intervening parties as well as any other parties to enter into any Agreement or Easements without the Final Judgment being final. Attorney Tolces stated that Hillsboro Investments can only grant interest in property that it has. As of right now there is a Final Judgment that quiets title in Hillsboro Inlet Investments; therefore, Hillsboro Inlet Investments only has an interest in the property based upon the Final Judgment. The District is not rushing into anything and will not take any action until the Board has reviewed it.

Resident, Jim Barnett asked if there was a demand letter or some correspondence from Mr. Swaim or Hillsboro Investments that initiated this dialogue with him. Attorney Tolces advised that he and his office has had communication with Mr. Swaim and his attorneys. Mr. Barnett asked if that letter or communication is part of a public record that can be obtained. Attorney Tolces advised that the District is a public entity and a public request can be submitted to the District.

GENERAL COUNSEL COMMENTS: Attorney Tolces advised that at the District's June 21st meeting, the District Board will discuss its budget and any reserves for the 2021-22 fiscal year.

COMMISSIONER COMMENTS: Chair Bryan discussed the transplant of the corals and the required survey. On the dais there is a copy of an e-mail from Cheryl Miller of Coastal Eco Group. Ms. Miller did meet with the County and met with Linda Sutherland. The County is not willing to eliminate year two monitoring. It is possible that there was an issue with respect to the health of the coral that were originally transplanted. Ms. Miller will look into that as well, as it may change some of the results regarding survivability. Based upon the discussion with the Ms. Sutherland and the direction of the Board, the District will move forward with year two survey, and provide it to the County. Hopefully the year two survey will be the last survey, and the District will be able to modify the permit to remove the third year of monitoring.

Commissioner Chappell asked if Ms. Miller only met with Linda Sutherland. Attorney Tolces advised that Ms. Miller advised that she only met with Ms. Sutherland at Broward County regarding the corals.

Commissioner Chappell spoke about the cost of the trailer. He stated our current trailer has lasted 25 years and the new one will be better and more secure and if you divide that up based on the cost of \$200,000.00 you are looking at a small cost of basically of \$667.00 a month for that. He stated for what our employees do and what they need, he does not think that cost for the new trailer is too exorbitant, and thinks the longer we wait the more it will cost. He also stated that he hopes that next month the Board can get things solidified and done.

Commissioner Chappell also commented on the coral issue and that he is glad that it will be done and over. Commissioner Sarkis concurred.

ADJOURNMENT

Motion was made by Commissioner Strauss to adjourn the meeting and seconded by Commissioner Sarkis. The meeting was adjourned at 7:32 PM by Chair Bryan.

Respectfully submitted,

Kimberly Longo, District Secretary



City Commission Meeting - July 20, 2021

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, July 20, 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 July 20, 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 recommended to adhere to temperature checks, wear facial coverings and maintain social distancing. A copy of the agenda for the July 20, 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 with the recommendation to adhere 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 July 20, 2021.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/82296637709?pwd=eXcrUjd3VnpaaGJLL0kzcXh3b1pSQOT09>
 - ii. The video camera display feature is disabled for public use
 - b. Via Zoom Telephone** - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

Call-in Number: (301) 715-8592, Meeting ID: 822 9663 7709#, Participant ID: #, Passcode: 747339#

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 July 20, 2021, and can be found by clicking the camera icon in the Media column at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Providing Public Comment:

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

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

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

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



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-747

Agenda Date: 7/20/2021

Status: AWARDS & RECOGNITION

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting and adopting the Comprehensive Annual Financial Report for the fiscal year ending September 30, 2020; providing for implementation and an effective date. (Tabled from June 1, 2021)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

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, attached as Exhibit "A", which includes the reports of independent certified public accountants and other reports on compliance prepared by Marcum, LLP.

Recommendation

Staff recommends adoption of the resolution.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ACCEPTING AND ADOPTING THE COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, 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, 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; and

WHEREAS, Marcum LLP (“Marcum”), the City’s independent auditors, performed the annual audit of the City’s financial records for the fiscal year ending September 30, 2020 (“FY 20”); and

WHEREAS, the City’s Chief Financial Officer has prepared the City of Deerfield Beach Comprehensive Annual Financial Report for FY 20, attached as Exhibit “A” (the “CAFR”), which includes the reports of independent certified public accountants and other reports on compliance prepared by Marcum; and

WHEREAS, the City Manager recommends acceptance and adoption of the CAFR for FY 20, 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 accepts and adopts the CAFR for FY 20, attached as Exhibit “A,” including the report of the independent certified public accountants and other compliance reports submitted by Marcum.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

City of Deerfield Beach

COMPREHENSIVE ANNUAL FINANCIAL REPORT

FISCAL YEAR ENDED SEPTEMBER 30, 2020





CITY OF DEERFIELD BEACH, FLORIDA

COMPREHENSIVE ANNUAL FINANCIAL REPORT

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

Prepared by the Department of Financial Services

City of Deerfield Beach, Florida

Comprehensive Annual Financial Report
For the Year Ended September 30, 2020

TABLE OF CONTENTS

	PAGE
INTRODUCTORY SECTION (Unaudited)	
Letter of Transmittal.....	i
Certificate of Achievement for Excellence in Financial Reporting.....	vi
Organizational Chart.....	vii
List of Elected and Appointed Officials.....	viii
FINANCIAL SECTION	
Independent Auditors' Report.....	
Management's Discussion and Analysis (Required Supplementary Information).....	4
Basic Financial Statements:	
Government-wide Financial Statements:	
Statement of Net Position.....	17
Statement of Activities.....	18
Fund Financial Statements:	
Balance Sheet - Governmental Funds.....	19
Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position.....	21
Statement of Revenues, Expenditures, and Changes in Fund Balances - Governmental Funds.....	22
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities.....	24
Statement of Net Position - Proprietary Funds.....	25
Statement of Revenues, Expenses, and Changes in Net Position - Proprietary Funds.....	27
Statement of Cash Flows.....	28
Statement of Fiduciary Net Position - Fiduciary Funds.....	30
Statement of Changes in Fiduciary Net Position - Fiduciary Funds.....	31
Notes to the Financial Statements.....	32
Required Supplementary Information (Unaudited):	
General Fund Budgetary Comparison Schedule.....	82
Community Redevelopment Agency Fund Budgetary Comparison Schedule.....	83
Notes to Budgetary Schedules.....	84
Schedule of Changes in City's Net Pension Liability, and Related Ratios - Fire Pension Fund.....	85
Schedule of City Contributions - Fire Pension Fund.....	86
Schedule of Changes in Net Pension Liability and Related Ratios - Police Pension Fund.....	87
Schedule of City Contributions - Police Pension Fund.....	88
Schedule of Changes in City's Net Pension Liability and Related Ratios - Non-Uniformed Pension Fund.....	89
Schedule of City Contributions - Non-Uniformed Pension Fund.....	90
Schedules of City's Proportionate Share of the Net Pension Liability and Contribution- FRS.....	91
Schedules of City's Proportionate Share of the Net Pension Liability and Contribution - HIS.....	92
Schedule of Changes in City's Total OPEB Liability and Related Ratios.....	93
Combining and Individual Fund Statements and Schedules:	
Nonmajor Governmental Funds.....	94
Combining Balance Sheet - Nonmajor Governmental Funds.....	96

City of Deerfield Beach, Florida

Comprehensive Annual Financial Report For the Year Ended September 30, 2020

TABLE OF CONTENTS

	PAGE
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances - Nonmajor Governmental Funds.....	97
Nonmajor Special Revenue Funds:	
Combining Balance Sheet	98
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances.....	100
Budget and Actual - Road and Bridge Tax Fund.....	102
Budget and Actual - Community Development Block Grant Fund	103
Fiduciary Funds:	
Combining Statement of Fiduciary Net Position - Pension Trust Funds.....	104
Combining Statement of Changes in Fiduciary Net Position - Pension Trust Funds.....	105
STATISTICAL SECTION (Unaudited)	
Financial Trends:	
Net Position by Component.....	109
Changes in Net Position.....	110
Governmental Activities Tax Revenues by Source	112
Fund Balances of Governmental Funds.....	113
Changes in Fund Balances of Governmental Funds.....	114
Revenue Capacity:	
General Governmental Tax Revenues by Source.....	115
Assessed Value and Estimated Actual Value of Taxable Property.....	116
Direct and Overlapping Property Tax Rates.....	117
Principal Property Taxpayers.....	118
Property Tax Levies and Collections.....	119
Water Sold by Type of Customer.....	120
Water and Sewer Rates.....	121
Debt Capacity:	
Ratios of Outstanding Debt by Type.....	122
Ratios of General Bonded Debt Outstanding.....	123
Direct and Overlapping Governmental Activities Debt.....	124
Water and Sewer Pledged-Revenue Coverage.....	125
Non-Ad Valorem Revenue Anti-Dilution Test.....	126
Demographic and Economic Information:	
Demographic and Economic Statistics.....	127
Principal Employers.....	128
Operating Information:	
Full-Time Equivalent City Government Employees by Function.....	129
Operating Indicators by Function.....	130
Capital Asset Statistics by Function.....	131
OTHER REPORTS	
Compliance Reports.....	132



June 30, 2021

Citizens of Deerfield Beach
Honorable Mayor and Members of the City Commission

It is our pleasure to submit to you the Comprehensive Annual Financial Report of the City of Deerfield Beach, Florida for the fiscal year ended September 30, 2020.

Local ordinances and state statute require that the City issue a report on the financial position and activity within nine months of the close of each fiscal year. Additionally, the financial statements must be presented in conformity with generally accepted accounting principles (GAAP) and this report must be audited in accordance with generally accepted auditing standards and government auditing standards by an independent firm of certified public accountants.

This report consists of management's representations concerning the finances of the City. Consequently, the responsibility for the accuracy of the data and the completeness and fairness of the presentation, including all disclosures, rests with management. To provide a reasonable basis for making these representations, management has established a comprehensive internal control framework that is designed to safeguard City assets from loss, theft or misappropriation and to compile sufficient reliable information for the preparation of the City's financial statements in conformity with GAAP. The cost of an internal control should not exceed the benefits to be derived; therefore, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements. We believe that the data as presented is accurate in all material aspects; that it fairly presents the City's financial position and the results of operations and that all disclosures necessary to enable the reader to gain an understanding of the City's financial activities are included.

Marcum LLP, a firm of licensed certified public accountants, audited the City's financial statements. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City of Deerfield Beach for the fiscal year ended September 30, 2020, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering unmodified opinions that the City of Deerfield Beach's financial statements for the fiscal year ended September 30, 2020, are fairly presented in conformity with GAAP. The independent auditors' report is included in the financial section of this report.

In addition to meeting the requirements set forth above, the independent audit was also designed to meet the special needs of federal and state grantor agencies as provided for in the Federal Single Audit Act, Office of Management and Budget (OMB) Uniform Guidance and Florida Single Audit Act in accordance with Chapter 10.550, Rules of the Auditor General. These standards require the independent auditor to report not only on the fair presentation of the basic financial statements, but also on the audited government's internal controls and compliance with legal requirements, with special emphasis on internal controls and legal requirements involving the administration of federal

and state awards. These reports are available in the City of Deerfield Beach's separately issued Compliance Reports.

This letter of transmittal is designed to complement Management's Discussion & Analysis (MD&A) and should be read in conjunction with it. The City's MD&A can be found immediately following the independent auditors' report on the basic financial statements.

Profile of the City of Deerfield Beach

Incorporated in 1925, the City of Deerfield Beach operates under the commission/manager form of government. The City Commission develops legislation and policies to direct the City but employs a professional City Manager to oversee operations. The Mayor, elected at-large to a four-year term, acts as the formal representative of the City and presides over Commission meetings. The public elects four City Commissioners who serve four-year terms.

The City of Deerfield Beach provides a broad range of municipal services. These services include:

- Public Safety
- Solid Waste Collection and Disposal Services
- Water Production and Distribution
- Wastewater Distribution System Maintenance and Construction
- Stormwater Management
- Coastal and Environmental Protection and Management
- Road and Bridge Maintenance and Construction
- Grounds Maintenance and Beautification
- Planning and Zoning Management
- Public Land/Open Space Management
- Community and Social Services
- Recreational, Leisure, and Cultural Programs and Activities
- General Administrative Services

The City government does not provide primary or secondary education or health care, as these are the responsibility of the Broward County School District and Broward Health, respectively. Both entities are independent special districts that are not part of the City of Deerfield Beach. As such, financial data for them or for any other government has not been included in the financial statements in this report.

Blended component units, although legally separate entities, are, in substance, part of the primary government's operations and are included as part of the primary government. Accordingly, the Community Redevelopment Agency (CRA) is reported as a special revenue fund of the primary government.

For financial planning and control, the City prepares and adopts an annual operating budget in accordance with Florida Statute Chapter 166.241. The legally adopted budget is at the departmental level for current expenditures with separate appropriations established for debt service, interfund transfers, intergovernmental expenditures and miscellaneous fiscal transactions. Budgetary control is internally administered at a more restrictive level. Budget-to-actual comparisons are provided in this report for each individual governmental fund for which an appropriated annual budget has been adopted. For the General Fund and the CRA Fund, this comparison is presented on pages 82 and 83, respectively, as part of the required supplementary information. For governmental funds, other than the General and CRA funds, with appropriated annual budgets, this comparison is presented in the combining and individual fund statements and schedules.

Factors Affecting Economic Condition

Local Economy

Home to over 80,000 residents, Deerfield Beach is a medium-size coastal city located on the east coast of Florida in Broward County. The City is a diverse residential community with complimentary

mix of commercial development such as shopping and retail facilities, office buildings, restaurants, tourist lodgings, distribution, warehousing, manufacturing, and light industry.

On March 13, 2020, the City declared a state of local emergency in response to the COVID-19 public health crisis and executed emergency operations. On March 16, 2020, local schools were closed and did not reopen for classroom instruction for the remainder of the school year. As a result of social distancing, business closures, and stay-at-home mandates meant to curb the virus spread, economic activity nearly grinded to a halt. Operations were closed or severely modified and most activities were postponed or canceled due to the pandemic. Police, Fire & Rescue, and most Public Works, Utilities, and Administrative operations continued throughout the shutdown. The Executive Team, which includes the City Manager's Office and department directors, began meeting (virtually) daily assessing the ever-changing situation. Following CDC guidelines, the Team implemented safety measures needed to protect the employees and citizens doing business with the City. Investments were made to provide personal protective equipment (PPE), expand sanitation protocols, implement remote working, and provide essential programs and services virtually or in a non-touch, socially distant environment.

Due to the uncertainty both from a public health and economic perspective, as well as entering predicted higher than normal hurricane season, the City took a proactive approach and implemented several austerity measures including a hiring freeze, furloughs, and postponement of capital and maintenance repairs and replacements projects. Discussion around use of the emergency reserves or unassigned fund balance in excess of the policy limits were considered.

With the ongoing negative outcomes from the COVID Economy - high unemployment rate, lack of travel and tourism, modified shutdowns, stay at home orders, and uncertainty regarding vaccine development and distribution - priorities were re-evaluated during FY2021 budget planning process. Revenue projection was challenging to say the least and therefore the most conservative approach was taken. Cost containment measures continued with deferring unfunded capital and maintenance, repair, and replacement projects, and a hiring slowdown along with no compensation increases.

Late into the 4th quarter of FY2020, the City was notified of eligibility to submit COVID related expenses of up to \$4.8M covering the period from March 2020 through December 2020 for reimbursement through the CARES Act. The CARES Act funding was designed to reimburse for pandemic related expenses such as medical, public health, facilitate compliance expenses, economic support, payroll expenses as it relates to public safety, public health, healthcare, and human services. The City's final allocation and reimbursement was approximately \$2.8M in COVID related expenses of which \$1.3M was recognized in FY2020.

The results of the cost containment measures along with the CARES Act reimbursement ultimately kept the General Fund ending the Fiscal Year 2020 structurally sound and with a fund balance to support the fiscal year 2021 budget.

Long-Term Financial Planning

The City maintained its credit rating of "AA" for its General Obligation Refunding Bonds, Series 2012B-2. The City's credit rating for its debt secured by its covenant-to-budget and appropriate non-ad valorem revenue was recently upgraded from "AA-" to "AA" by Standard & Poor's Global Ratings. The City's credit profile for its covenant-to-budget and appropriate debt from Fitch Ratings remained the same at "AA-."

The City has taken steps to prepare estimates of its future budgetary needs. During the upcoming fiscal year, the City will employ a multi-year financial planning approach, similar to the City's multi-year Capital Improvement Plan (CIP), which will enable staff to better determine if activities being undertaken are sustainable in the long run. The City's CIP document is updated and adopted on an annual basis. The CIP prioritizes major capital projects and identifies revenue sources available to finance the improvements. For fiscal years 2021 – 2025, the City Commission adopted a CIP budget of approximately \$124.8 million.

Major Initiatives

For Fiscal Year 2021, the City has several initiatives and staffing reorganizations that are in alignment with the strategic priority of providing the same or enhanced quality of services to our citizens and business owners:

- Enterprise Resource Planning (ERP) System implementation to manage business and administrative functions and to automate many back-office functions primarily related to finance, technology, customer services, and human resources.
- Design and construction of the new Center for Active Aging, Johnny Tigner Center, and City Hall Renovations.
- Development of a five-year strategic plan (2022-2027) that will establish the major objective of the city for the next five years.
- Design and permitting of a regional beach Re-nourishment project.
- Construction and completion of the Energy Performance Contract to further the City's goal toward sustainability by building infrastructure initiatives using smart and energy efficient technologies.
- Design and construction of the Phase II Arboretum Rainforest.
- Adopted a revised Parks and Recreation Fee Schedule to enhance revenue opportunities and provide deeper discounts to city residents.
- Successfully administered the CARES Act program resulting in reimbursement of 97% of all expense requests.
- Assisted more than 11,000 residents during 25 City sponsored food distribution events throughout the year for those financially impacted by the COVID-19 pandemic.
- Completed the Stormwater Master Plan that will establish the capital needs and priorities of the City's stormwater infrastructure.

In addition, organizational changes include the establishment of the Department of Legislative Affairs and Community Development, formerly Community Development. This change represents the responsibilities and operations of the department, which have expanded to include community support programs and services, education outreach and advocacy, and intergovernmental relations. The Division of Purchasing and Contracts and the Division of Budget and Performance are being consolidated into the Department of Financial Services to create synergy and increase coordination amongst the finance, procurement, and budget functions. Lastly, the Sanitation Division has been eliminated, and staff and operations have been redistributed to more appropriate functional divisions. We will continue to evaluate and revise our policies and organization to enhance transparency, efficiency, while maintaining compliancy with all Federal, State, and Local requirements.

Awards and Acknowledgements

The City of Deerfield Beach's Utilities Division receiving an award from the American Public Works Association for the best project of the year, and an award from the American Water Works Association for most improved class "A" water treatment plant.

The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Deerfield Beach for its comprehensive annual financial report for the fiscal year ended September 30, 2019. This was the 40th consecutive year that the City has received this prestigious award. In order to be awarded a Certificate of Achievement, the City published an easily readable and efficiently organized annual financial report. This report satisfied both GAAP and applicable legal requirements.

A Certificate of Achievement is valid for a period of only one year. We believe that our current report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

Additionally, the City of Deerfield Beach also received the GFOA's Distinguished Budget Presentation Award for its annual budget for fiscal year 2020 for the 24th consecutive year. In order to qualify for the Distinguished Budget Presentation Award, the City's budget document was judged to be proficient

in several categories, including as a policy document, a financial plan, an operations guide, and a communications device.

Thank you for your continued interest and support in planning and conducting the financial operations of the City in a responsible and progressive manner. This report could not have been prepared without the dedicated service of all of the employees of the Department of Financial Services as well as the support of the other City departments.

Respectfully submitted,



David Santucci
City Manager



Stephanie Tinsley
Chief Financial Officer



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Deerfield Beach
Florida**

For its Comprehensive Annual
Financial Report
For the Fiscal Year Ended

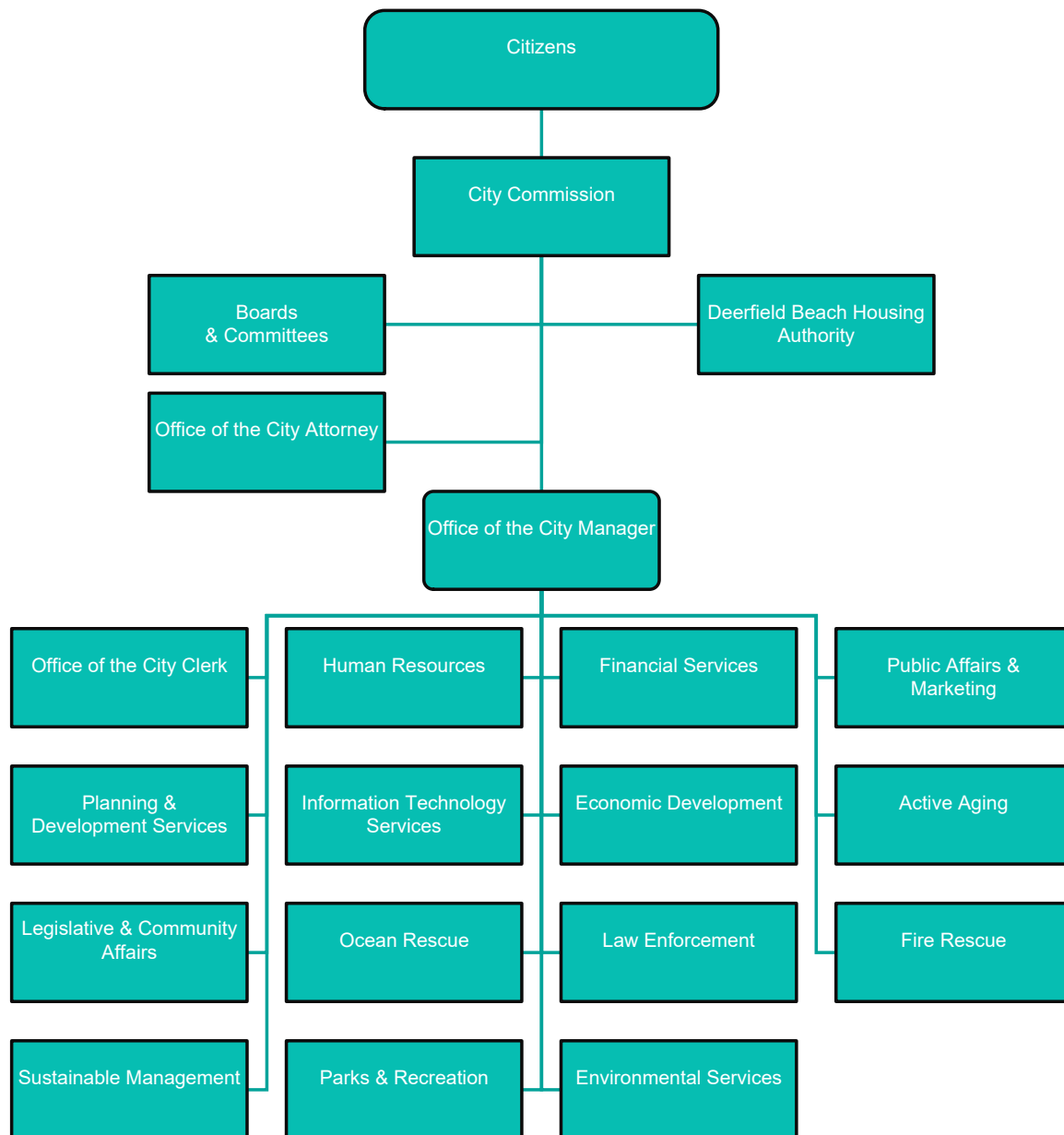
September 30, 2019

Christopher P. Morill

Executive Director/CEO

City of Deerfield Beach

Organization Chart



City of Deerfield Beach, Florida
List of Elected and Appointed Officials
September 30, 2020

Elected Officials

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

Appointed Officials

City Manager	David Santucci
Assistant City Manager	Tom Good
Assistant City Manager	Angelia Adediran
City Attorney	Weiss Serota Helfman Cole & Berman ± Anthony Soroka
City Clerk	Samantha Gillyard
Director of Community Development	Vickki Placide-Pickard
Chief Financial Officer	Stephanie Tinsley
Chief Human Resources Officer	Amanda Robin
Chief Information Officer	Ronald McKenzie
Director of Parks & Recreation	vacant
Director of Environmental Services	Priscilla Cygielnik
Director of Planning & Development Services	Eric Power
Director of Active Aging	Donna DeFronzo
Director of Sustainable Management	Chad Grecsek
Director of Public Affairs & Marketing	Rebecca Medina-Stewart
Director Economic Development	Kristin Mory
Fire Chief	Matthew Pellitteri
Police Chief	Rodney Brimlow
Ocean Rescue Chief	Michael Brown

FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor, City Commission and City Manager
City of Deerfield Beach, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Deerfield Beach, Florida (the "City"), as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of the Pension Trust Funds, which represents 92%, 94% and 68%, respectively, of the assets, net position/fund balance and revenues/additions of the aggregate remaining fund information. Those statements were audited by other auditors whose reports have been furnished to us, and our opinion, insofar as it relates to the amounts included for the Pension Trust Funds is based solely on the reports of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's

preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, based on our audit and the reports of other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City, as of September 30, 2020, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4 through 16, the schedules of changes in the city's net pension liability and related ratios, the schedules of city contributions, schedule of city's proportionate share of net pension liability, schedule of changes in the city's total OPEB liability and related ratios, and budgetary comparison schedules for the general fund and major special revenue funds on pages 82 through 93 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We and the other auditors, have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our and other auditors inquiries, the basic financial statements, and other knowledge we obtained during our audit and the other auditors audit of the basic financial statements. We and the other auditors, do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary and Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual fund statements and schedules and the introductory and statistical sections are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual fund statements and schedules are the responsibility of management and were derived from and related directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America by us and the other auditors. In our opinion, based on our audit, the procedures performed as described above, and the reports of other auditors, the combining and individual fund statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 30, 2021 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Marcum LLP

Fort Lauderdale, FL
June 30, 2021

MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)

City of Deerfield Beach, Florida
Management's Discussion and Analysis (Unaudited)
For the Year Ended September 30, 2020

This section of the report is intended to give readers a narrative overview to facilitate both a short and long-term analysis of the financial activities of the City for the fiscal year ended September 30, 2020. This Management's Discussion and Analysis is based on currently known facts, decisions and conditions that existed as of the date of the independent auditors' report. The information presented is in accordance with Governmental Accounting Standards Board Statement No. 34 (GASB 34) as amended. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on pages i - iv of this report.

Financial Highlights

- The total assets on the Government-wide basis of the City of Deerfield Beach at September 30, 2020 decreased \$9 million from \$324.2 million to \$315.0 million, or 2.82% from the prior year.
- The City's total liabilities on a Government-wide basis increased by \$1.2 million, from \$217.9 million to \$219.1 million from the prior year.
- The assets and deferred outflows of resources of the City exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by \$95.2 million (net position). Of this amount, \$28.3 million was from governmental activities and \$66.9 million was from business-type activities.
- As of the close of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$81.9 million, an increase of \$5.6 million, in comparison with the amount reported for the prior fiscal year. Of this amount, \$1.9 million was non-spendable, \$46.7 million was restricted, \$11.9 million was assigned, and \$21.5 million was unassigned and therefore available for spending at the government's discretion.
- At the end of the fiscal year, unassigned fund balance in the General Fund was \$21.7 million, or 20.9% of total General Fund expenditures and transfers. The City has a reserve policy of maintaining an amount in reserves that is at least 10% and 5% of total General Fund expenditures and transfers for unassigned and assigned emergency reserves respectively.

Overview of the Financial Statements

This discussion and analysis serve as an introduction to the City of Deerfield Beach's basic financial statements. The basic financial statements consist of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The government-wide financial statements are designed to provide readers with a broad overview of the City of Deerfield Beach's finances, in a manner similar to a private-sector business and include both long-term and short-term information about the City's financial status.

City of Deerfield Beach, Florida
Management's Discussion and Analysis (Unaudited)
For the Year Ended September 30, 2020

Overview of the Financial Statements

The statement of net position presents information on all the City of Deerfield Beach's assets and liabilities, deferred outflows and inflows of resources, with the difference between the assets (and deferred outflows of resources) and liabilities (and deferred inflows of resources) reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City of Deerfield Beach is improving or deteriorating.

The statement of activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in a future fiscal period. Examples of such items include earned but uncollected grant funds and earned, but unused compensated absences.

Both of the government-wide financial statements distinguish functions of the City of Deerfield Beach that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, economic environment, public safety, human services, physical environment, transportation, and culture and recreation. The business-type activities of the City of Deerfield Beach include water and sewer, stormwater utility, and solid waste services.

The government-wide financial statements include not only the City itself (known as the primary government), but also a legally separate Community Redevelopment Agency (CRA) for which the City is financially accountable. Although legally separate, the CRA's governing body is identical to the City Commission, and because the services of the CRA are exclusively for the benefit of the City and its residents, it is included as an integral part of the primary government.

The government-wide financial statements can be found on pages 17 - 18 of this report.

Fund financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of Deerfield Beach uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds. Governmental funds are used to account for activities where the emphasis is placed on available financial resources, rather than upon net income determination. Therefore, unlike the government-wide financial statements, governmental fund financial statements focus on the acquisition and use of current spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

City of Deerfield Beach, Florida
Management's Discussion and Analysis (Unaudited)
For the Year Ended September 30, 2020

Overview of the Financial Statements

The City of Deerfield Beach maintains governmental funds for various sources of revenues. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures, and changes in fund balances for those funds that are considered significant (major) to the City as a whole. These financial statements report three major funds: general fund and community redevelopment agency fund, and the general construction fund. Data from the non-major governmental funds are combined into a single, aggregated presentation. Individual fund information for each of these nonmajor governmental funds is provided in the form of combining statements that are found on pages 96 - 105 of this report.

The City of Deerfield Beach adopts an annual appropriated budget for its General and CRA funds. A budgetary comparison statement has been provided for the General and CRA funds to demonstrate compliance with the budget.

The basic governmental fund financial statements can be found on pages 19 - 24 of this report.

Proprietary funds. Proprietary funds are used to account for activities where the emphasis is placed on net income determination. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements with greater detail. The City of Deerfield Beach uses enterprise funds to account for its water and sewer, stormwater utility as well as its solid waste activities. The enterprise funds, which are considered to be major funds of the City, are reported separately as proprietary fund financial statements in the basic financial statements.

The basic proprietary fund financial statements can be found on pages 25 - 29 of this report.

Fiduciary funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds (Pension Trust Funds) are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City of Deerfield Beach's own programs. The City is responsible for ensuring that the assets reported in these funds are used for their intended purposes. The accounting used for fiduciary funds is much like that used for proprietary funds.

The basic fiduciary fund financial statements can be found on pages 30 - 31 of this report.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 32 - 81 of this report and should be read in conjunction with the City's financial statements.

Other information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information (RSI) concerning the City of Deerfield Beach's progress in funding its obligation to provide pension and other post-employment benefits to its employees, budgetary comparisons for the general fund and the CRA Special Revenue Fund. RSI can be found on pages 82 - 93 of this report.

The combining and individual fund statement and schedules referred to earlier in connection with nonmajor funds are presented immediately following the RSI. Combining and individual fund statements and schedules can be found on pages 94 - 105 of this report.

City of Deerfield Beach, Florida
Management's Discussion and Analysis (Unaudited)
For the Year Ended September 30, 2020

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City of Deerfield Beach, assets plus deferred outflows exceeded liabilities plus deferred inflows by \$95.2 million at the close of fiscal year 2020.

The largest portion of the City of Deerfield Beach's net position of \$110.4 million, or 116.00% of total net position, reflects its investment in capital assets (e.g., land, buildings, equipment, improvements, utility plants and infrastructure), less any related debt and deferred inflows/outflows used to acquire those assets that are still outstanding. The City of Deerfield Beach uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City of Deerfield Beach's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

Summary of Net Position

	Governmental Activities		Business-type Activities		Total	
	2020	2019	2020	2019	2020	2019
Current and other assets	\$ 92,240,155	\$ 95,217,155	\$ 45,089,777	\$ 53,239,255	\$ 137,329,933	\$ 148,456,410
Capital assets, Net	104,000,271	103,232,148	73,686,194	72,471,529	177,686,465	175,703,677
Total assets	196,240,426	198,449,303	118,775,971	125,710,784	315,016,398	324,160,087
Deferred outflows of resources	17,973,970	16,812,732	2,419,606	2,331,048	20,393,576	19,143,780
Other liabilities	8,005,270	12,985,693	4,889,610	4,693,617	12,894,880	17,679,310
Non-current liabilities	164,163,970	156,624,615	42,010,731	43,571,419	206,174,701	200,196,034
Total liabilities	172,169,240	169,610,308	46,900,341	48,265,036	219,069,581	217,875,344
Deferred inflows of resources	13,700,383	19,746,462	7,414,440	9,666,934	21,114,823	29,413,396
Net position:						
Net investment in capital assets	63,275,945	65,413,462	47,108,607	53,984,687	110,384,552	119,398,149
Restricted	21,768,711	21,139,007	1,178,354	1,174,491	22,947,065	22,313,498
Unrestricted	(56,699,883)	(60,647,204)	18,593,835	14,950,684	(38,106,048)	(45,696,520)
Total net position	\$ 28,344,773	\$ 25,905,265	\$ 66,880,796	\$ 70,109,862	\$ 95,225,569	\$ 96,015,127

An additional portion of the City of Deerfield Beach's net position, approximately 24.1%, represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position, a deficit of \$38.1 million, continues to be impacted by the implementation of GASB Statement No. 75 which had a significant negative impact on the City's unrestricted net position for the governmental activities but is recovering.

The net position of business-type activities decreased by \$3.2 million to \$66.9 million in 2020. This decrease was primarily due to increase of personnel cost in all three enterprise funds due to OPEB obligations, a 9% increase in solid waste contractual service and 40% increase in vehicle maintenance of Solid Waste trucks.

City of Deerfield Beach, Florida
Management's Discussion and Analysis (Unaudited)
For the Year Ended September 30, 2020

Government-wide Financial Analysis

The City's current and other assets decreased by \$11.1 million from \$148.5 million to \$137.3 million due to write off of receivables deemed uncollectible (ambulance services) and liquidation of some investments to aid in working capital during slow collection period while the office was closed. Capital assets also increased by \$2.0 million from \$175.7 million to \$177.7 million, or 1.1% from the prior year primarily due to completed infrastructural projects.

Current liabilities decreased from \$17.7 million to \$12.9 million. This decrease was primarily attributable to release of retainage on completed projects. The City's total noncurrent liabilities increased from \$200.2 million to \$206.2 million, or approximately 3.0%, from the prior year, due largely to an increase in compensated absences due and an increase in medical claims for the period.

City of Deerfield Beach, Florida
Management's Discussion and Analysis (Unaudited)
For the Year Ended September 30, 2020

Government-wide Financial Analysis

Summary of Changes in Net Position

	Governmental Activities		Business-type Activities		Primary Government	
	2020	2019	2020	2019	2020	2019
Revenues:						
Program revenues:						
Charges for services	\$ 36,415,177	\$ 39,210,397	\$ 43,622,214	\$ 47,283,181	\$ 80,037,391	\$ 86,493,578
Operating grants and contributions	5,879,144	5,551,403	126,990	-	6,006,134	5,551,403
Capital grants and contributions	-	50,000	-	-	-	50,000
General revenue						
Taxes	70,189,823	68,599,878	-	-	70,189,823	68,599,878
Miscellaneous revenues	2,128,836	1,454,300	77,650	-	2,206,486	1,454,300
Grants and contributions not restricted to specific programs	1,715,329	1,983,976	-	-	1,715,329	1,983,976
Unrestricted investment earnings	1,325,584	2,403,213	708,660	1,112,087	2,034,244	3,515,300
Total revenues	<u>117,653,893</u>	<u>119,253,167</u>	<u>44,535,513</u>	<u>48,395,268</u>	<u>162,189,407</u>	<u>167,648,435</u>
Expenses:						
General government	13,200,897	10,139,309	-	-	13,200,897	10,139,309
Economic environment	3,006,189	1,831,573	-	-	3,006,189	1,831,573
Public safety	75,166,877	67,759,892	-	-	75,166,877	67,759,892
Human services	2,258,427	352,258	-	-	2,258,427	352,258
Physical environment	6,966,270	3,903,291	-	-	6,966,270	3,903,291
Transportation	5,683,850	5,293,134	-	-	5,683,850	5,293,134
Culture and recreation	5,717,348	4,525,216	-	-	5,717,348	4,525,216
Interest on long term debt	3,369,738	3,614,126	-	-	3,369,738	3,614,126
Water and sewer	-	-	24,985,191	24,088,048	24,985,191	24,088,048
Solid waste	-	-	21,697,597	15,522,046	21,697,597	15,522,046
Stormwater Utility	-	-	926,581	1,222,265	926,581	1,222,265
Total expenses	<u>115,369,596</u>	<u>97,418,799</u>	<u>47,609,369</u>	<u>40,832,359</u>	<u>162,978,965</u>	<u>138,251,158</u>
Change in net position before transfers	2,284,297	21,834,368	(3,073,855)	7,562,909	(789,558)	29,397,277
Transfers	155,211	270,961	(155,211)	(270,961)	-	-
Change in net position	<u>2,439,508</u>	<u>22,105,329</u>	<u>(3,229,066)</u>	<u>7,291,948</u>	<u>(789,558)</u>	<u>29,397,277</u>
Net position, beginning	25,905,265	3,799,936	70,109,862	62,817,914	96,015,127	66,617,850
Net position, ending	<u>\$ 28,344,773</u>	<u>\$ 25,905,265</u>	<u>\$ 66,880,796</u>	<u>\$ 70,109,862</u>	<u>\$ 95,225,569</u>	<u>\$ 96,015,127</u>

Governmental activities. Governmental activities increased the City's net position by \$2.4 million. The City's total revenues amounted to \$117.7 million in governmental activities. Of these revenues, 59.7% is generated from taxes, 31.0% is from charges for services, operating grants/contributions comprise 5.0%, grants and contributions not restricted to specific programs and miscellaneous revenues are 3.3%, and unrestricted investment earnings generates approximately 1.1%. Most of the increase in the City's net position mentioned above was primarily due to an increase in the taxable values of properties, realization of deferred revenues and an increase in miscellaneous revenues received through the Cares Act.

The City's expenses cover a broad range of services, with approximately 65.2% of governmental activity expenses related to public safety (fire/rescue and police protection). Public safety expenses constitute the largest component of total expenses due to the service level requirements. Public Safety consists of Broward Sheriff's Office Law Enforcement, Fire Rescue, and Emergency Services, and Ocean Rescue. The City's governmental and business-type activities had 18.4% and 15.6% less expenses than revenues, respectively. However, when compared with the previous year, expenses increased in both the governmental and business type fund. A significant portion of these increases were as a direct result of the

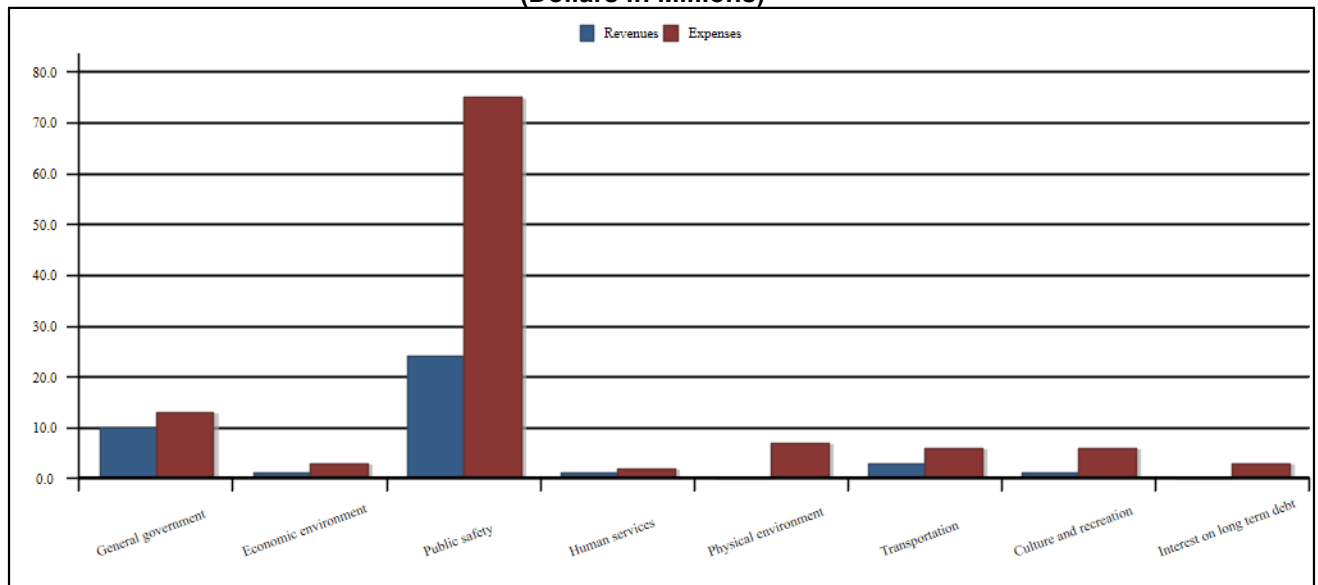
City of Deerfield Beach, Florida
Management's Discussion and Analysis (Unaudited)
For the Year Ended September 30, 2020

Government-wide Financial Analysis

extra hygiene practices, technological upgrades and purchase of personal protective equipment to aid staff remote work and social distancing for critical staff who remain on duty.

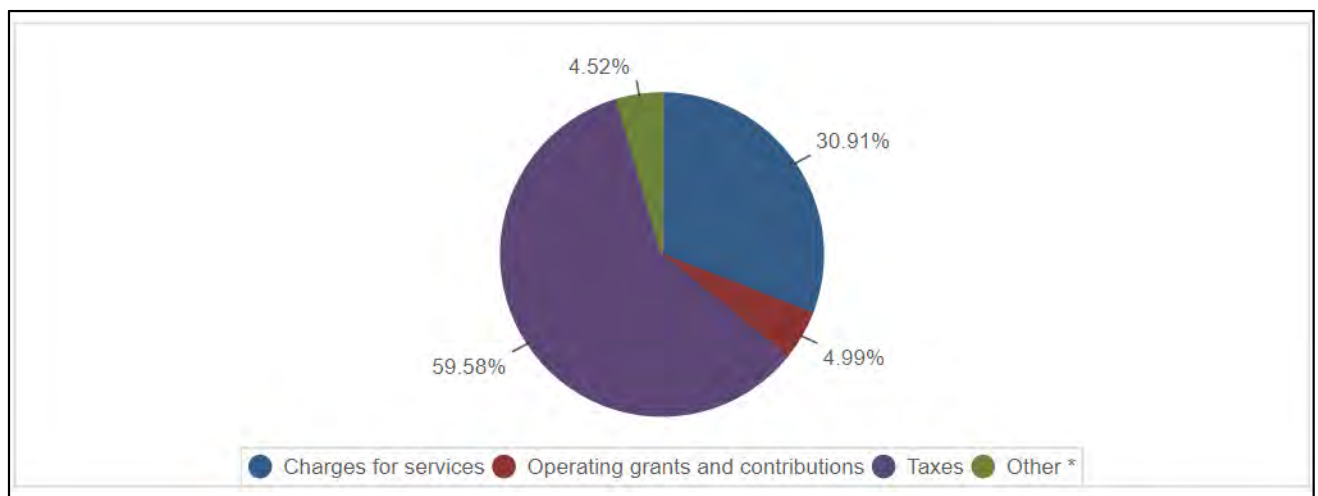
The next chart compares program revenues and expenses for the individual governmental activities for the fiscal year. As the chart reflects, all governmental activities relied on general revenues to support the function.

Governmental Activities - Expenses and Program Revenues
(Dollars in Millions)



The next chart shows the percent of the total for each source of revenue supporting governmental activities.

Governmental Activities Revenues by Source



* Other includes all revenues under 2% as displayed in the Statement of Activities.

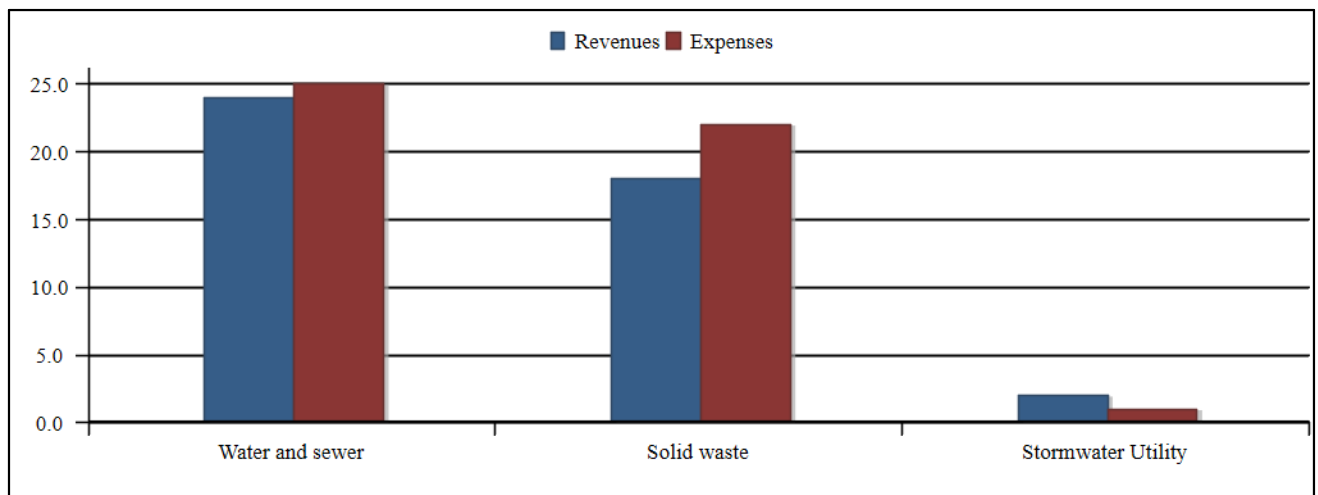
City of Deerfield Beach, Florida
Management's Discussion and Analysis (Unaudited)
For the Year Ended September 30, 2020

Government-wide Financial Analysis

Business-type activities. Business-type activities decreased the City's net position by \$3.2 million. This decrease in the net position of business-type activities was due primarily to contractual services for an energy use audit of the business facilities.

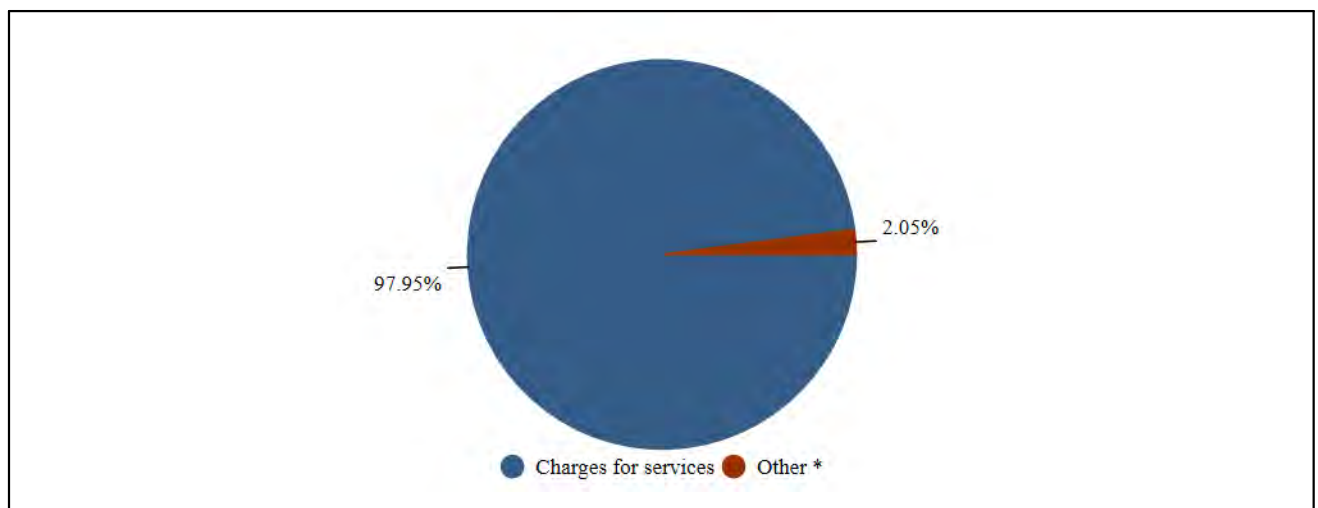
The following chart compares program revenues to expenses by individual business-type activity for the current year. These business-type activities recover more costs through program revenues than governmental activities and the water and sewer fund, generating sufficient revenues to cover current expenses.

Business-type Activities - Expenses and Program Revenues
(Dollars in Millions)



The following chart shows that 97.9% of revenues from business-type activities are generated by charges for services.

Business-type Activities Revenues by Source



* Other includes all revenues under 2% as displayed in the Statement of Activities.

City of Deerfield Beach, Florida
Management's Discussion and Analysis (Unaudited)
For the Year Ended September 30, 2020

Financial Analysis of the City's Funds

The City of Deerfield Beach uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the City of Deerfield Beach's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. Unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the fiscal year, the City of Deerfield Beach's governmental funds reported combined ending fund balances of \$81.9 million, an increase of \$5.6 million from the prior year's ending balances of \$76.3 million. Approximately 22.6%, \$21.5 million of the combined fund balances constitute *unassigned fund balance* that is available to meet the City's current and future needs. The remainder of fund balance is *non-spendable, restricted, committed and assigned* to indicate that it is not available for new spending.

The General Fund is the chief operating fund of the City. At the end of the current fiscal year, unassigned fund balance was \$21.7 million, while total fund balance was \$31.6 million. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 20.8% of total general fund expenditures and transfers, while total fund balance represents approximately 30.4% of that same amount.

The total fund balance of the City of Deerfield Beach's General Fund increased by \$4.9 million during the fiscal year. Some key factors in this increase relate to the increases cost control measures taken by leadership team once a global pandemic was declared. Several capital improvement projects were paused to limit cash outlay. Employees were furloughed for a brief period and a hiring freeze was implemented.

The General Construction Fund decreased due to the withdrawal of investment funds to cover street repairs and general construction. The lower investment balance resulted in a decrease in interest income and a net decrease of \$2.3 million in fund balance.

The Community Redevelopment Agency Fund accounts for revenues collected from and expenditures incurred within the community redevelopment area which borders Federal Highway to the west and State Road A1A to the east. At the end of the fiscal year, the restricted and total fund balance in this fund amounted to \$3.9 million.

Proprietary funds. The City of Deerfield Beach's proprietary funds provide the same type of information found in the government-wide business-type activities financial statements, but in more detail.

Unrestricted net position of the water and sewer fund at the end of the year amounted to \$25.5 million. The Solid Waste Fund had an unrestricted net position deficit of \$8.1 million at the end of the fiscal year. Factors concerning the finances of these two funds have already been addressed in the discussion of the City of Deerfield Beach's business-type activities.

Capital Assets and Debt Administration

Capital assets. The City of Deerfield Beach's capital assets for its governmental and business-type activities as of September 30, 2020, amounted to \$177.7 million (net of accumulated depreciation). These capital assets include land, buildings, improvements other than building (such as improvements to parks), equipment, utility plants in service and infrastructure (roads, highways, bridges, etc.). The total increase in the City's capital assets for the current fiscal year was 1.1%, (0.7)% for governmental activities and 2.0% for business-type activities) due to increase building improvements and infrastructure. The following table summarizes the City's capital assets.

City of Deerfield Beach, Florida
Management's Discussion and Analysis (Unaudited)
For the Year Ended September 30, 2020

Capital Assets and Debt Administration

Schedule of Capital Assets
(Net of Depreciation)

	Governmental Activities		Business-type Activities		Total	
	2020	2019	2020	2019	2020	2019
Land	\$ 17,523,810	\$ 17,523,810	\$ 50,531	\$ 50,531	\$ 17,574,341	\$ 17,574,341
Buildings	22,108,186	23,066,561	555,538	470,934	22,663,724	23,537,495
Improvements other than buildings	9,809,444	8,521,361	43,684,143	42,462,280	53,493,587	50,983,641
Equipment	5,279,715	4,976,675	6,791,762	6,826,708	12,071,477	11,803,383
Utility plants in service	-	-	20,772,084	22,165,854	20,772,084	22,165,854
Infrastructure	30,955,164	32,195,135	-	-	30,955,164	32,195,135
Construction in progress	18,323,952	16,948,607	1,832,136	495,221	20,156,088	17,443,828
Total	<u>\$ 104,000,271</u>	<u>\$ 103,232,149</u>	<u>\$ 73,686,194</u>	<u>\$ 72,471,528</u>	<u>\$ 177,686,465</u>	<u>\$ 175,703,677</u>

Major capital asset events during the fiscal year included the following:

- Energy performance Siemens Industry Project at 1.7 million and the Kirk Cottrell Pavilion Improvement for 2.7 million.

Additional information on the City of Deerfield Beach's capital assets can be found in Note III (C) on pages 54 - 55 of this report.

Long-term debt. At year-end, the City of Deerfield Beach had \$12.9 million in general obligation bonds outstanding. The City also had \$48.9 million in outstanding covenant bonds (for which the City must "covenant" and appropriate funds necessary to pay the annual debt service), but which are primarily backed by sources other than ad valorem taxes. The business-type activities had \$9.7 million outstanding in revenue bonds and \$5.9 million in loans payable as well as \$10.3 million in capital leases outstanding at the end of the fiscal year.

The City maintained its credit rating of "AA" for its General Obligation Refunding Bonds, Series 2012B-2. The City's credit rating for its debt secured by its covenant-to-budget and appropriate non-ad valorem revenue was recently upgraded from "AA-" to "AA" by Standard & Poor's Global Ratings. The City's credit profile for its covenant-to-budget and appropriate debt from Fitch Ratings remained the same at "AA-."

City of Deerfield Beach, Florida
Management's Discussion and Analysis (Unaudited)
For the Year Ended September 30, 2020

Capital Assets and Debt Administration

City of Deerfield Beach's Outstanding Debt
(Bonds, Loans, and Leases Payable)

	Governmental Activities		Business-Type Activities		Total	
	2020	2019	2020	2019	2020	2019
General obligation bonds (backed by the City)	\$ 12,877,338	\$ 13,973,948	\$ -	\$ -	\$ 12,877,338	\$ 13,973,948
Revenue bonds	-	-	9,678,126	10,595,004	9,678,126	10,595,004
Covenant bonds	48,925,000	50,150,000	-	-	48,925,000	50,150,000
Add/(subtract) premium/(discount)	6,228,304	6,325,119	-	-	6,228,304	6,325,119
Capital leases	3,458,318	601,070	10,309,198	9,696,445	13,767,516	10,297,515
Loan payable	-	-	5,882,575	7,579,659	5,882,575	7,579,659
Total bonds, loans and leases payable	<u>\$ 71,488,960</u>	<u>\$ 71,050,137</u>	<u>\$ 25,869,899</u>	<u>\$ 27,871,108</u>	<u>\$ 97,358,859</u>	<u>\$ 98,921,245</u>

The City's general obligation debt per capita, excluding enterprise fund debt, was \$159 at the end of fiscal year 2020. The City's outstanding net general obligation debt was 0.13% of the City's assessed property value. The City's debt policy requires that its net general obligation bonded debt not exceed two (2) percent of the assessed valuation of taxable property within the City, unless otherwise directed by the city commission. Net reduction is due to the pay down of principal debt service obligations.

Additional information on the City of Deerfield Beach's long-term debt can be found in Note III (I) on pages 57 - 61 of this report.

Economic Factors and Next Year's Budget and Rates

The ensuing fiscal year's budget was refocused to mitigate negative long-term impacts on the level of service to residents and the retention and safety of staff. Attention was given to the national and local economies in setting priorities and re-apportioning resources. The following are the major assumptions used in formulating the fiscal year 2021 budget:

- Local economies will continue to be impacted from the effects of the pandemic, forcing austerity measures to maintain service levels with reduced operational income.
- The City's population will experience growth, some from pandemic relocations.
- Salaries and related benefits will remain constant and hiring limited to critical personnel.
- No increase in the millage or utility rates.

During the current fiscal year, total fund balance in the General Fund amounted to \$25.9 million. The City plans to utilize \$1,710,202 of its available General Fund balance for spending in Fiscal Year 2021.

Request for Information

This financial report is designed to provide a general overview of the City of Deerfield Beach's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Chief Financial Officer, City of Deerfield Beach, 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441.

BASIC FINANCIAL STATEMENTS

City of Deerfield Beach, Florida
Statement of Net Position
September 30, 2020

	Governmental Activities	Business-type Activities	Total
Assets			
Cash and cash equivalents	\$ 4,320,135	\$ 1,758,864	\$ 6,078,999
Investments	36,294,106	34,054,815	70,348,921
Receivables (net of allowances)	7,725,382	6,455,199	14,180,581
Due from other governments	986,127	140,577	1,126,704
Inventories	166,558	176,299	342,857
Prepaid items	236,231	44,193	280,424
Restricted assets			
Temporarily restricted:			
Cash and cash equivalents	4,287,947	2,459,830	6,747,777
Investments	34,435,068	-	34,435,068
Due from other governments	1,328,931	-	1,328,931
Permanently restricted:			
Investments	2,459,670	-	2,459,670
Capital assets			
Non-depreciable	35,847,762	1,882,667	37,730,429
Capital assets, being depreciated	68,152,509	71,803,527	139,956,036
Total assets	<u>196,240,426</u>	<u>118,775,971</u>	<u>315,016,397</u>
Deferred outflows of resources			
Pensions	16,301,055	1,359,438	17,660,493
OPEB	1,672,915	1,060,168	2,733,083
Total deferred outflows of resources	<u>17,973,970</u>	<u>2,419,606</u>	<u>20,393,576</u>
Liabilities			
Accounts payable	3,701,869	3,463,689	7,165,558
Accrued payroll	798,336	443,672	1,242,008
Accrued interest payable	1,338,330	410,326	1,748,656
Due to other governments	85,833	-	85,833
Unearned revenue	219,040	-	219,040
Other liabilities	200,000	-	200,000
Payable from restricted assets			
Accounts payable	1,834,184	-	1,834,184
Accrued payroll	27,678	-	27,678
Customer deposit	-	571,923	571,923
Non-current liabilities:			
Due within one year:			
Compensated absences	189,054	581,759	770,813
Insurance claims payable	1,029,797	-	1,029,797
Bonds, loans and leases payable	2,756,419	2,806,217	5,562,636
Due in more than one year:			
Compensated absences	1,347,893	711,902	2,059,795
Insurance claims payable	6,347,605	-	6,347,605
Bonds, loans and leases payable	68,732,541	23,063,682	91,796,223
Total OPEB liability	19,616,623	12,431,524	32,048,147
Net pension liability	63,944,038	2,415,647	66,359,685
Total liabilities	<u>172,169,240</u>	<u>46,900,341</u>	<u>219,069,581</u>
Deferred inflows of resources			
Pensions	2,080,889	280,882	2,361,771
OPEB	11,256,569	7,133,558	18,390,127
Deferred amount on bond refunding	362,925	-	362,925
Total deferred inflows of resources	<u>13,700,383</u>	<u>7,414,440</u>	<u>21,114,823</u>
Net position			
Net investment in capital assets	63,275,945	47,108,607	110,384,552
Restricted net position:			
Debt service	4,252,912	1,178,354	5,431,266
Perpetual care:			
Nonexpendable	1,467,471	-	1,467,471
Expendable	25,076	-	25,076
Economic environment	4,998,995	-	4,998,995
Public safety	2,975,856	-	2,975,856
Human services	3,751,196	-	3,751,196
Physical environment	1,640,017	-	1,640,017
Transportation	2,470,041	-	2,470,041
Parks and recreation	187,147	-	187,147
Unrestricted	(56,699,883)	18,593,835	(38,106,048)
Total net position	<u>\$ 28,344,773</u>	<u>\$ 66,880,796</u>	<u>\$ 95,225,569</u>

The notes to the financial statements are an integral part of this statement.

City of Deerfield Beach, Florida
Statement of Activities
For the Year Ended September 30, 2020

Functions/Programs	Program Revenues				Net (Expenses) Revenues and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Governmental activities:							
General government	\$ 13,200,897	\$ 10,448,831	\$ -	\$ -	\$ (2,752,066)	\$ -	\$ (2,752,066)
Economic environment	3,006,189	-	1,477,926	-	(1,528,263)	-	(1,528,263)
Public safety	75,166,877	22,395,951	1,882,572	-	(50,888,354)	-	(50,888,354)
Human services	2,258,427	196,219	1,158,043	-	(904,165)	-	(904,165)
Physical environment	6,966,270	350,471	-	-	(6,615,799)	-	(6,615,799)
Transportation	5,683,850	1,978,435	1,185,442	-	(2,519,973)	-	(2,519,973)
Culture and recreation	5,717,348	1,045,270	175,161	-	(4,496,917)	-	(4,496,917)
Interest on long term debt	3,369,738	-	-	-	(3,369,738)	-	(3,369,738)
Total general government	115,369,596	36,415,177	5,879,144	-	(73,075,275)	-	(73,075,275)
Business-type activities:							
Water and sewer	24,985,197	23,932,893	126,990	-	-	(925,314)	(925,314)
Solid waste	21,697,597	17,456,238	-	-	-	(4,241,359)	(4,241,359)
Stormwater Utility	926,581	2,233,083	-	-	-	1,306,502	1,306,502
Total business-type activities	47,609,375	43,622,214	126,990	-	-	(3,860,171)	(3,860,171)
Total	\$ 162,978,971	\$ 80,037,391	\$ 6,006,134	\$ -	(73,075,275)	(3,860,171)	(76,935,446)
General Revenues:							
General property taxes					44,281,635	-	44,281,635
Incremental property taxes					4,027,757	-	4,027,757
Utility taxes					8,421,784	-	8,421,784
Sales taxes					4,803,143	-	4,803,143
Franchise taxes					7,365,570	-	7,365,570
Motor fuel taxes					1,203,827	-	1,203,827
Alcoholic beverage/mobile home license taxes					86,107	-	86,107
Grants and contributions not restricted to specific programs					1,715,329	-	1,715,329
Unrestricted investment earnings					1,325,584	708,666	2,034,250
Miscellaneous revenues					2,128,836	77,650	2,206,486
Transfers					155,211	(155,211)	-
Total general revenues and transfers					75,514,783	631,105	76,145,888
Change in net position					2,439,508	(3,229,066)	(789,558)
Net position - beginning					25,905,265	70,109,862	96,015,127
Net position - ending					\$ 28,344,773	\$ 66,880,796	\$ 95,225,569

The notes to the financial statements are an integral part of this statement

City of Deerfield Beach, Florida
Governmental Funds
Balance Sheet
September 30, 2020

	General Fund	Community Redevelopment Agency	General Construction Fund
Assets			
Cash and cash equivalents	\$ 2,261,360	\$ 1,721,103	\$ 74,114
Investments	36,294,106	2,662,589	28,065,366
Restricted Investments	-	-	-
Receivables, net of allowances:			
Accounts	7,625,701	-	-
Assessments	842	-	-
Interest	46,493	3,971	17,895
Due from other funds	4,603,959	-	5,600,000
Due from other governments	979,770	-	622,626
Inventories	166,558	-	-
Prepaid items	236,231	-	-
Total assets	<u>\$ 52,215,020</u>	<u>\$ 4,387,663</u>	<u>\$ 34,380,001</u>
Liabilities			
Accounts payable	\$ 2,662,316	\$ 475,599	\$ 334,841
Accrued payroll	779,592	14,076	-
Due to other funds	14,341,000	-	2,036,606
Unearned revenue	973	-	-
Due to other governments	85,833	-	-
Customer deposits	70,699	-	-
Total liabilities	<u>17,940,413</u>	<u>489,675</u>	<u>2,371,447</u>
Deferred Inflows of Resources			
Unavailable revenue	<u>2,663,640</u>	<u>-</u>	<u>622,626</u>
Fund Balances			
Nonspendable	402,789	-	-
Restricted	-	3,897,988	31,385,928
Assigned	9,543,562	-	-
Unassigned	21,664,616	-	-
Total fund balances	<u>31,610,967</u>	<u>3,897,988</u>	<u>31,385,928</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 52,215,020</u>	<u>\$ 4,387,663</u>	<u>\$ 34,380,001</u>

The notes to the financial statements are an integral part of this statement.

City of Deerfield Beach, Florida
Governmental Funds
Balance Sheet (Continued)

September 30, 2020

Nonmajor Governmental Funds	Total Governmental Funds
\$ 4,551,505	\$ 8,608,082
301,212	67,323,273
5,865,571	5,865,571
254	7,625,955
-	842
30,226	98,585
8,741,000	18,944,959
712,662	2,315,058
-	166,558
-	236,231
<u>\$ 20,202,430</u>	<u>\$ 111,185,114</u>
\$ 2,063,296	\$ 5,536,052
32,346	826,014
2,567,354	18,944,960
147,368	148,341
-	85,833
-	70,699
<u>4,810,364</u>	<u>25,611,899</u>
<u>349,553</u>	<u>3,635,819</u>
1,492,547	1,895,336
11,417,539	46,701,455
2,341,276	11,884,838
(208,849)	21,455,767
<u>15,042,513</u>	<u>81,937,396</u>
<u>\$ 20,202,430</u>	<u>\$ 111,185,114</u>

The notes to the financial statements are an integral part of this statement.

City of Deerfield Beach, Florida
Reconciliation of the Balance Sheet of Governmental Funds
to the Statement of Net Position
September 30, 2020

Fund balances, total governmental funds:		\$ 81,937,396
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		
Governmental capital assets	197,076,993	
Accumulated depreciation	<u>(93,076,722)</u>	
Net capital assets		104,000,271
Long-term liabilities, including bonds and loans payable, are not due and payable in the current period and are not reported in the funds.		
Interest payable	(1,338,330)	
Bonds payable	(61,802,338)	
Capital lease payable	(3,458,318)	
Insurance claims payable	(7,377,402)	
Compensated absences payable	(1,536,947)	
Total OPEB liabilities	(19,937,104)	
Net pension liabilities	<u>(63,623,557)</u>	
Total		(159,073,996)
Deferred outflows and inflows of resources related to pensions and OPEB are recorded in the statement of net position.		
Deferred outflows related to pensions	16,301,055	
Deferred inflows related to pensions	<u>(2,080,889)</u>	
Total		14,220,166
Deferred outflows from OPEB	1,672,915	
Deferred inflows from OPEB	<u>(11,256,569)</u>	
Total		(9,583,654)
Revenues are unavailable in the governmental funds because they are not available to pay current period expenditures. They are, however, recognized in the governmental activities.		3,635,819
Other liabilities		(200,000)
Bond premiums and discounts, gains, and losses related to the issuance of long-term debt are charged to "Other Financing Sources and Uses" when debt is issued in the governmental funds. These items, however, are capitalized and amortized over the life of the bonds in the government-wide financial statements.		
Bond premiums on refunding	(6,228,304)	
Amortized premium/deferred gain on refunding	<u>(362,925)</u>	
Unamortized premium/deferred gain on refunding		<u>(6,591,229)</u>
Net position of governmental activities		<u>\$ 28,344,773</u>

The notes to the financial statements are an integral part of this statement.

City of Deerfield Beach, Florida
Governmental Funds
Statement of Revenues, Expenditures, and Changes in Fund Balances
For the Year Ended September 30, 2020

	General Fund	Community Redevelopment Agency	General Construction Fund
Revenues			
Property taxes	\$ 44,281,635	\$ 4,027,757	\$ -
Sales and use taxes	6,179,244	-	-
Fire assessment fees	13,687,279	-	-
Franchise fees	7,365,570	-	-
Utility taxes	8,421,784	-	-
Local option gas tax	-	-	-
Alcoholic beverage/mobile home license taxes	86,107	-	-
Local business taxes/permits	1,280,574	-	-
Intergovernmental	3,645,627	283,147	-
Charges for services	8,757,750	-	-
Fines and forfeitures	1,040,747	-	-
Impact fees	-	-	-
Investment earnings	641,338	36,497	549,805
Miscellaneous:			
Cemetery plot sales	-	-	-
Donations/contributions	380,706	12	-
Administrative fees	8,111,049	-	-
Other	270,884	-	-
Total revenues	<u>104,150,294</u>	<u>4,347,413</u>	<u>549,805</u>
Expenditures			
Current:			
General government	14,636,010	-	-
Economic environment	1,034,871	840,462	-
Public Safety	65,338,558	52,711	-
Human services	2,502,215	-	-
Physical environment	6,075,119	-	-
Transportation	653,398	-	-
Culture and recreation	4,337,443	62,409	-
Capital outlay	1,694,318	1,621,705	2,937,566
Debt service:			
Principal retirement	331,712	835,000	-
Interest and fiscal charges	7,349	-	-
Total expenditures	<u>96,610,993</u>	<u>3,412,287</u>	<u>2,937,566</u>
Excess (deficiency) of revenues over expenditures	<u>7,539,301</u>	<u>935,126</u>	<u>(2,387,761)</u>
Other Financing Sources (Uses)			
Transfers in	1,552,392	-	-
Transfers out	(7,391,557)	(1,094,181)	-
CARES act funds	1,374,764	-	-
Capital lease proceeds	1,838,622	-	-
Total other financing sources (uses)	<u>(2,625,779)</u>	<u>(1,094,181)</u>	<u>-</u>
Net change in fund balances	4,913,522	(159,055)	(2,387,761)
Fund balances - beginning	26,697,445	4,057,043	33,773,689
Fund balances, end of year	<u>\$ 31,610,967</u>	<u>\$ 3,897,988</u>	<u>\$ 31,385,928</u>

The notes to the financial statements are an integral part of this statement.

City of Deerfield Beach, Florida
Governmental Funds
Statement of Revenues, Expenditures, and Changes in Fund Balances (Continued)
For the Year Ended September 30, 2020

Nonmajor Governmental Funds	Total
\$ -	\$ 48,309,392
-	6,179,244
-	13,687,279
-	7,365,570
-	8,421,784
1,203,827	1,203,827
-	86,107
6,063,883	7,344,457
2,703,515	6,632,289
247,967	9,005,717
729,842	1,770,589
664,558	664,558
97,944	1,325,584
175,560	175,560
28,224	408,942
431,177	8,542,226
99,500	370,384
<u>12,445,997</u>	<u>121,493,509</u>
-	14,636,010
1,582,348	3,457,681
5,885,732	71,277,001
18,727	2,520,942
63,016	6,138,135
1,844,520	2,497,918
224,462	4,624,314
1,447,310	7,700,899
1,486,483	2,653,195
<u>3,666,605</u>	<u>3,673,954</u>
<u>16,219,203</u>	<u>119,180,049</u>
<u>(3,773,206)</u>	<u>2,313,460</u>
7,133,715	8,686,107
(45,159)	(8,530,897)
-	1,374,764
-	1,838,622
<u>7,088,556</u>	<u>3,368,596</u>
3,315,350	5,682,056
11,727,163	76,255,340
<u>\$ 15,042,513</u>	<u>\$ 81,937,396</u>

The notes to the financial statements are an integral part of this statement.

City of Deerfield Beach, Florida
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of
Governmental Funds to the Statement of Activities
For the Year Ended September 30, 2020

Net Change in Fund Balances - Total Governmental Funds \$ 5,682,056

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported in depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.

Capital outlay	6,202,961	
Governmental Depreciation	<u>(5,113,162)</u>	
		1,089,799

Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds. (5,725,307)

Some expenses reported in the statement of activities do not require the use of current financial resources, and therefore are not reported in the funds.

Insurance claims and benefits expense	859,611	
Other postemployment benefit expense	2,551,881	
Pension Expense	<u>(2,926,783)</u>	
		484,709

In the statement of activities, certain operating expenses - compensated absences (sick and vacation pay) are measured by the amounts earned during the year. In the governmental funds, however, expenditures for these items are measured by the amounts actually used (paid).

Compensated absences expense		210,752
------------------------------	--	---------

The issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.

Long term debt proceeds	(1,838,622)	
Long-term debt principal repayments	2,653,195	
Bond premium	<u>119,025</u>	
		933,598

Interest on long-term debt in the statement of activities differs from the amount reported in the governmental funds because interest is recognized as an expenditure in the funds when it is due, and thus requires the use of current financial resources. In the statement of activities, however, interest expense is recognized as the interest accrues, regardless of when it is due. The interest expense reported in the statement of activities is the result of accrued interest on bonds, leases and loans payable.

		<u>185,405</u>
--	--	----------------

Change in net position of governmental activities \$ 2,439,508

The notes to the financial statements are an integral part of this statement.

City of Deerfield Beach, Florida
Proprietary Funds
Statement of Net Position
September 30, 2020

	Water and Sewer Fund	Solid Waste Fund	Stormwater Utility Fund	Total Proprietary Funds
Assets				
Current assets:				
Cash and cash equivalents	\$ 1,575,972	\$ 516	\$ 182,376	\$ 1,758,864
Investments	31,505,943	2,548,872	-	34,054,815
Restricted cash and cash equivalents:				
Customer deposits	566,925	4,998	-	571,923
Revolving loan covenant accounts	1,178,354	-	-	1,178,354
Receivables, net of allowances:				
Accounts	3,734,836	2,198,976	153,953	6,087,765
Delinquent assessments	52,991	-	-	52,991
Interest	314,443	-	-	314,443
Due from other funds	254,920	694,653	1,682,000	2,631,573
Due from other governments	-	140,577	-	140,577
Inventories	176,299	-	-	176,299
Prepaid items	44,193	-	-	44,193
Total current assets	<u>39,404,876</u>	<u>5,588,592</u>	<u>2,018,329</u>	<u>47,011,797</u>
Noncurrent assets:				
Restricted cash and cash equivalents:				
Bond construction accounts	709,553	-	-	709,553
Capital assets:				
Land	50,531	-	-	50,531
Construction in Progress	-	1,832,136	-	1,832,136
Buildings	2,254,294	-	-	2,254,294
Utility plants in service	46,054,250	-	-	46,054,250
Improvements other than buildings	92,214,623	113,696	986,031	93,314,350
Equipment	9,241,772	15,676,477	29,120	24,947,369
Less: accumulated depreciation	<u>(83,648,239)</u>	<u>(11,088,860)</u>	<u>(29,637)</u>	<u>(94,766,736)</u>
Total capital assets (net of accumulated depreciation)	<u>66,167,231</u>	<u>6,533,449</u>	<u>985,514</u>	<u>73,686,194</u>
Total noncurrent assets	<u>66,876,784</u>	<u>6,533,449</u>	<u>985,514</u>	<u>74,395,747</u>
Total assets	<u>106,281,660</u>	<u>12,122,041</u>	<u>3,003,843</u>	<u>121,407,544</u>
Deferred outflows of resources				
Pensions	919,514	416,733	23,191	1,359,438
OPEB	537,117	498,383	24,668	1,060,168
Total deferred outflows of resources	<u>1,456,631</u>	<u>915,116</u>	<u>47,859</u>	<u>2,419,606</u>

The notes to the financial statements are an integral part of this statement.

City of Deerfield Beach, Florida
Proprietary Funds
Statement of Net Position (Continued)
September 30, 2020

	Water and Sewer Fund	Solid Waste Fund	Stormwater Utility Fund	Total Proprietary Funds
Liabilities				
Current liabilities:				
Accounts payable	\$ 848,436	\$ 2,592,469	\$ 22,783	\$ 3,463,688
Accrued payroll	213,562	220,027	10,083	443,672
Due to other funds	694,653	1,682,000	254,920	2,631,573
Customer deposits	566,925	4,998	-	571,923
Compensated absences	243,514	320,481	17,764	581,759
Accrued interest payable	182,659	227,667	-	410,326
Capital lease payable, current	-	144,468	-	144,468
Bonds payable, current	944,678	-	-	944,678
Loans payable, current	1,717,071	-	-	1,717,071
Total current liabilities	<u>5,411,498</u>	<u>5,192,110</u>	<u>305,550</u>	<u>10,909,158</u>
Noncurrent liabilities:				
Compensated absences	349,136	310,284	52,482	711,902
Total OPEB liability	6,298,230	5,844,035	289,259	12,431,524
Net pension liability	1,705,139	672,020	38,488	2,415,647
Capital leases payable	830,846	9,333,884	-	10,164,730
Bonds payable	8,733,448	-	-	8,733,448
Loans payable	4,165,504	-	-	4,165,504
Total noncurrent liabilities	<u>22,082,303</u>	<u>16,160,223</u>	<u>380,229</u>	<u>38,622,755</u>
Total liabilities	<u>27,493,801</u>	<u>21,352,333</u>	<u>685,779</u>	<u>49,531,913</u>
Deferred Inflows of Resources				
OPEB	3,614,102	3,353,471	165,985	7,133,558
Pensions	142,304	132,042	6,536	280,882
Total deferred inflows of resources	<u>3,756,406</u>	<u>3,485,513</u>	<u>172,521</u>	<u>7,414,440</u>
Net Position				
Net investment in capital assets	49,775,684	(3,652,591)	985,514	47,108,607
Restricted for Debt service	1,178,354	-	-	1,178,354
Unrestricted	25,534,046	(8,148,098)	1,207,888	18,593,836
Total net position	<u>\$ 76,488,084</u>	<u>\$ (11,800,689)</u>	<u>\$ 2,193,402</u>	<u>\$ 66,880,797</u>

The notes to the financial statements are an integral part of this statement.

City of Deerfield Beach, Florida
Statement of Revenues, Expenses, and Changes in Net Position
Proprietary Funds
For the Year Ended September 30, 2020

	Water and Sewer Fund	Solid Waste Fund	Stormwater Utility Fund	Total Proprietary Funds
Operating Revenues:				
Charges for sales and services:				
Water sales pledged as security for revolving loans	\$ 15,212,931	\$ -	\$ -	\$ 15,212,931
Sewer charges pledged as security for revolving loans	8,351,282	-	-	8,351,282
Solid waste charges	-	17,355,699	-	17,355,699
Stormwater fees	-	-	2,233,083	2,233,083
Engineering fees	255,258	-	-	255,258
Miscellaneous	113,422	100,539	-	213,961
Total operating revenues	<u>23,932,893</u>	<u>17,456,238</u>	<u>2,233,083</u>	<u>43,622,214</u>
Operating expenses:				
Personal services	3,922,775	4,653,330	364,924	8,941,029
Contractual services	959,814	5,866,248	195,412	7,021,474
Electricity	725,337	-	-	725,337
Insurance	2,861,464	1,382,706	27	4,244,197
Fixed charges	41,931	19,393	22,424	83,748
County wastewater charge	5,072,319	-	-	5,072,319
County raw water charge	58,362	-	-	58,362
Disposal fees	-	4,498,861	-	4,498,861
General administrative charge	4,865,110	3,006,240	278,055	8,149,405
Commodities	1,829,129	1,636,468	30,324	3,495,921
Depreciation	3,996,134	634,340	29,070	4,659,544
Total operating expenses	<u>24,332,375</u>	<u>21,697,586</u>	<u>920,236</u>	<u>46,950,197</u>
Operating income (loss)	<u>(399,482)</u>	<u>(4,241,348)</u>	<u>1,312,847</u>	<u>(3,327,983)</u>
Non-operating Income/(Expenses):				
Investment earnings	596,119	112,547	-	708,666
Interest charges	(420,439)	(232,392)	(6,346)	(659,177)
Tap fees	126,990	-	-	126,990
Proceeds from sale of assets	-	77,650	-	77,650
Total non-operating income/(expenses)	<u>302,670</u>	<u>(42,195)</u>	<u>(6,346)</u>	<u>254,129</u>
Income(loss) before capital contributions and transfers	(96,812)	(4,283,543)	1,306,501	(3,073,854)
Transfers in	-	258,192	-	258,192
Transfers out	(41,601)	(371,802)	-	(413,403)
Change in net position	<u>(138,413)</u>	<u>(4,397,153)</u>	<u>1,306,501</u>	<u>(3,229,065)</u>
Total net position - beginning	<u>76,626,497</u>	<u>(7,403,536)</u>	<u>886,901</u>	<u>70,109,862</u>
Total net position - ending	<u>\$ 76,488,084</u>	<u>\$ (11,800,689)</u>	<u>\$ 2,193,402</u>	<u>\$ 66,880,797</u>

The notes to the financial statements are an integral part of this statement.

City of Deerfield Beach, Florida
Statement of Cash Flows
Proprietary Funds
For the Year Ended September 30, 2020

	Water and Sewer Fund	Solid Waste Fund	Stormwater Utility Fund	Total Proprietary Funds
Cash flows from operating activities				
Receipts from customers and users	\$ 23,454,509	\$ 17,177,769	\$ 2,248,162	\$ 42,880,440
Payments from (to) other funds	-	(1,363,333)	(123,746)	(1,487,079)
Receipts from other governments	-	(8,831)	-	(8,831)
Payments to suppliers	(17,431,869)	(15,316,442)	(612,403)	(33,360,714)
Receipts from other funds	3,169,079	-	(1,682,000)	1,487,079
Payments to employees	(5,402,536)	(5,063,781)	(337,947)	(10,804,264)
Net cash provided (used) by operating activities	<u>3,789,183</u>	<u>(4,574,618)</u>	<u>(507,934)</u>	<u>(1,293,369)</u>
Cash flows from noncapital financing activities				
Transfers from other funds	1,250,002	308,190	-	1,558,195
Transfers to other funds	(1,291,600)	(421,802)	-	(1,713,402)
Tap fees	126,990	-	-	126,990
Net cash provided (used) by noncapital financing activities	<u>85,392</u>	<u>(113,612)</u>	<u>-</u>	<u>(28,217)</u>
Cash flows from capital and related financing activities				
Purchase of capital assets	(3,379,762)	(2,052,183)	(442,264)	(5,874,213)
Repayment of capital lease	830,846	(218,092)	-	612,754
Repayment on loans	(2,641,762)	-	-	(2,641,762)
Interest payable loan	(445,479)	(4,726)	(6,345)	(456,549)
Proceeds/(loss) from retirement of assets	-	77,650	-	77,650
Net cash provided (used) by capital and related activities	<u>(5,636,157)</u>	<u>(2,197,351)</u>	<u>(448,609)</u>	<u>(8,282,119)</u>
Cash flows from investing activities				
Investment income	549,684	112,547	-	662,231
Liquidated investments	2,578,214	6,772,955	-	9,351,169
Net cash provided (used) by investing activities	<u>3,127,898</u>	<u>6,885,502</u>	<u>-</u>	<u>10,013,400</u>
Net increase (decrease) in cash and cash equivalents	1,366,316	(79)	(956,543)	409,694
Cash and cash equivalents, beginning of year	<u>2,664,488</u>	<u>5,593</u>	<u>1,138,919</u>	<u>3,809,000</u>
Cash and cash equivalents, end of year	<u>\$ 4,030,804</u>	<u>\$ 5,514</u>	<u>\$ 182,376</u>	<u>\$ 4,218,694</u>

The notes to the financial statements are an integral part of this statement.

City of Deerfield Beach, Florida
Statement of Cash Flows (Continued)
Proprietary Funds
For the Year Ended September 30, 2020

	Water and Sewer Fund	Solid Waste Fund	Stormwater Utility Fund	Total Proprietary Funds
Cash and cash equivalents	\$ 1,575,972	\$ 516	182,376	\$ 1,758,864
Cash and cash equivalents - restricted (current)	1,745,279	4,998	-	1,750,277
Cash and cash equivalents - restricted (noncurrent)	709,553	-	-	709,553
Cash and cash equivalents, end of year	<u>\$ 4,030,804</u>	<u>\$ 5,514</u>	<u>\$ 182,376</u>	<u>\$ 4,218,694</u>
			-	
Reconciliation data of changes in net position to operating activities				
Operating Income(loss)	\$ (399,483)	\$ (4,241,348)	\$ 1,312,847	\$ (3,327,984)
Adjustments to reconcile operating Income(loss) to net cash provided(used) by operating activities				
Depreciation expense	3,996,134	634,340	29,070	4,659,544
Changes in assets, liabilities and deferred inflows/outflows:				
(Increase) decrease in accounts receivable, net of allowance	(473,437)	(278,275)	15,077	(736,635)
(Increase) decrease in inventories	(96)	-	-	(96)
(Increase) decrease in due from other funds	3,169,079	-	(1,682,000)	1,487,079
(Increase) decrease in due from other governments	-	(8,831)	-	(8,831)
Increase(decrease) in accounts payable	(1,018,305)	1,093,475	(87,101)	(11,931)
Increase(decrease) in deposits payable	(4,950)	(200)	-	(5,150)
Increase(decrease) in salaries and benefits payable	(12,229)	21,340	1,334	10,445
Increase(decrease) in compensated absences payable	35,974	18,638	6,809	61,421
(Increase) decrease in due to other funds	-	(1,363,333)	(123,746)	(1,487,079)
Increase(decrease) in net pension liability	(255,686)	(117,307)	38,488	(334,505)
Increase(decrease) in deferred inflows pension	(292,252)	(46,359)	6,536	(332,075)
Increase(decrease) in deferred outflows pension	31,805	(29,352)	(23,191)	(20,738)
Increase(decrease) in total OPEB liability	165,109	543,092	(2,057)	706,144
Increase(decrease) in deferred inflows OPEB	(1,135,990)	(752,100)	-	(1,888,090)
(Increase) decrease in deferred outflows OPEB	(16,490)	(48,398)	-	(64,888)
Net cash provided (used) by operating activities	<u>\$ 3,789,183</u>	<u>\$ (4,574,618)</u>	<u>\$ (507,934)</u>	<u>\$ (1,293,369)</u>

The notes to the financial statements are an integral part of this statement.

Statement of Fiduciary Net Position
Pension Trust Funds
September 30, 2020

	Pension Trust Funds
Assets	
Investments:	
Money market funds	\$ 3,752,403
Fixed income	23,097,256
U. S. government and agency securities	19,350,755
Equity securities	122,772,449
Corporate bonds	14,609,937
Real estate funds	31,415,335
Self directed DROP accounts	3,129,730
Hedge fund	3,492,573
Total investments	<u>221,620,438</u>
Receivables:	
Interest and dividends	210,306
Contributions receivable (state)	747,017
Pending trades	484,818
Total receivables	<u>1,442,141</u>
Total assets	<u>223,062,579</u>
Liabilities	
Accounts payable	228,588
Share plan distributions payable	537,968
Accounts payable - purchase of investments	303,175
Total liabilities	<u>1,069,731</u>
Deferred inflows	<u>50,804</u>
Net Position Restricted for pension benefits	
Net position restricted for defined benefits	160,095,681
Net position restricted for share benefits	61,846,363
Total net position restricted for pension benefits	<u><u>\$ 221,942,044</u></u>

The notes to the financial statements are an integral part of this statement.

City of Deerfield Beach, Florida
Statement of Changes in Fiduciary Net Position
Pension Trust Funds
For the Year Ended September 30, 2020

	Pension Trust Funds
Additions	
Contributions	
Employer	\$ 9,678,742
Plan members	799,948
State (from the General Fund)	<u>1,376,101</u>
Total contributions	<u>11,854,791</u>
Investment earnings	
Interest and investment revenue	5,899,524
Net appreciation in the fair value of investments	<u>9,999,753</u>
Total investment earnings	15,899,277
Less: investment expense	<u>(900,227)</u>
Net investment earnings	<u>14,999,050</u>
Miscellaneous	<u>1,608</u>
Total additions	<u>26,855,449</u>
Deductions	
Benefits paid	20,758,144
Administrative expenses	<u>340,018</u>
Total deductions	<u>21,098,162</u>
Change in net position	5,757,287
Net Position Restricted for Pension Benefits	
Beginning of year	<u>216,184,757</u>
End of year	<u><u>\$ 221,942,044</u></u>

The notes to the financial statements are an integral part of this statement.

City of Deerfield Beach, Florida
Index to Notes to the Financial Statements
September 30, 2020

	PAGE
Notes to the Financial Statements	
NOTE I. Summary of Significant Accounting Policies.....	34
A. Financial Reporting Entity.....	34
B. Government-wide and Fund Financial Statements.....	35
C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation.....	35
D. New Accounting Pronouncements Adopted.....	37
E. Assets, Liabilities, Deferred Inflows/Outflows of Resources, and Net Position or Equity.....	37
NOTE II. STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY.....	42
A. Excess of Expenditures Over Appropriations.....	42
B. Deficit Fund Equity.....	42
NOTE III. DETAILED NOTES ON ALL FUNDS.....	42
A. Deposits and Investments.....	42
B. Receivables and Payables.....	52
C. Capital Assets.....	54
D. Encumbrances.....	55
E. Construction Commitments.....	55
F. Unearned/Unavailable Revenue.....	55
G. Interfund Receivables, Payables and Transfers.....	56
H. Capital Leases.....	56
I. Long-Term Debt.....	57
NOTE IV. OTHER INFORMATION.....	62
A. Restricted Assets.....	62
B. Restricted Net Position.....	62
C. Risk Management.....	63
D. Contingent Liabilities.....	63
E. Defined Benefit Pension Plans.....	63
F. Defined Contribution Plan.....	71
G. Deferred Compensation Plan.....	72
H. Community Redevelopment Agency.....	72
NOTE V. COST SHARING DEFINED BENEFIT PLANS.....	73
A. Plan Description.....	73
B. Benefits Provided.....	74
C. Contributions.....	74
D. Pension Liabilities, Pension Expense, and Deferred Outflows/Inflows of Resources Related to Pensions.....	75
E. Actuarial Assumptions.....	76
F. Long-term Expected Rate of Return.....	76
G. Discount Rate.....	77
H. Sensitivity of the City's Proportionate Share of the Net Position Liability to Changes in the Discount Rate.....	77
I. Pension Plan Fiduciary Net Position.....	77
J. Summary of Pension Expense, Deferred Outflows/Inflows of Resources Related to all Pensions of the City.....	78

City of Deerfield Beach, Florida
Index to Notes to the Financial Statements
September 30, 2020

NOTE VI. OTHER POST EMPLOYMENT BENEFITS.....78

 A. Plan Description.....73

 B. Schedule of Changes in Total OPEB Liability.....79

 C. Discount Rate and Sensitivity Disclosures.....79

 D. Actuarial Assumptions and Other Inputs80

 E. Statement of OPEB Expense and Deferred Outflows/Inflows of Resources
 Related to OPEB under GASB Statement No. 75.....81

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE I. Summary of Significant Accounting Policies

This summary of the City of Deerfield Beach, Florida's (the "City") significant accounting policies is presented to assist the reader in interpreting the financial statements and other information in this report. The policies are considered essential and should be read in conjunction with the accompanying financial statements.

The basic financial statements include both government-wide and fund financial statements. The government-wide focus is on the sustainability of the City as an entity and the change in aggregate financial position resulting from the activities of the fiscal period. The focus of the fund financial statements is on the major individual funds of the governmental and business-type categories.

The City's fiduciary funds are presented in the basic financial statements by type (i.e., pension). Since, by definition, these assets are being held for the benefit of a third party and cannot be used to address activities or obligations of the government, these funds are not incorporated into the government-wide statements.

A. Financial Reporting Entity

The City of Deerfield Beach is a political subdivision of the State of Florida, located in Broward County along the lower southeast coast of the state. Originally incorporated in June 1925, the Town of Deerfield was formed under the provisions of Chapter 10462, Special Acts of the 1925 Legislature. In June 1951, Chapter 27503, laws of the State of Florida, created a new charter abolishing the Town and changing its name to City of Deerfield Beach. Today, the City is approximately 16.3 square miles in area. In addition to the public safety, general government, recreation, and public works services provided to its 78,573, residents, the City operates water, sewer, stormwater, and solid waste enterprises. The City does not provide educational or hospital facilities. Those services are provided by the School Board of Broward County and the Broward Health North District, respectively.

The financial reporting entity covered by this report includes the City and its component unit. The reporting entity has been defined by GASB Statement No. 14 (as amended by GASB Statements No. 39, 61 and 80) as the primary government and those component units for which the primary government is financially accountable. Financial accountability exists when a primary government appoints a voting majority of an organization's governing board and may either impose its will on that organization or there is a potential for the organization to provide specific financial benefits to, or impose specific burdens on, the primary government. Blended component units, although legally separate entities, are, in substance, part of the City's operations, and so information for these entities is combined with information of the primary government.

The Deerfield Beach Community Redevelopment Agency (the "CRA"), a separate legal entity, which is largely responsible for redevelopment of the area that encompasses most of the beach district and the area along Hillsboro Boulevard from Federal Highway to the intracoastal waterway, was established in November 1999. The CRA is governed by a board which is comprised of the City's elected officials, and management of the City has operational responsibility of the CRA. The CRA is also fiscally dependent upon the City. Accordingly, the CRA is a blended component unit and is presented as a special revenue fund. The CRA has a September 30 year-end. Separate financial statements for the CRA are available.

The Deerfield Beach Housing Authority (the "Housing Authority") is a related organization because the mayor, with the concurrence of the City Commission, has the responsibility of appointing the members of the Housing Authority Board. Its operations are conducted within City boundaries. However, it is not included as a part of the financial reporting entity because it is fiscally independent and it has no financial accountability to the City. The Housing Authority's autonomy prohibits it from providing any financial benefit or imposing a financial burden upon the City. The Housing Authority is not exclusively for the benefit of City residents and the City Commission cannot impose its will over operations, cannot hire, reassign or dismiss management, and cannot remove Housing Authority board members without cause. The Housing Authority is responsible for ensuring that a complete and full financial accounting and an audit is made biennially by a certified public accountant.

The Northeast Focal Point Children, Alzheimer's, Senior, Adult Services, Inc. (hereinafter referred to as

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE I. Summary of Significant Accounting Policies

A. Financial Reporting Entity

“CASA”), is a nonprofit entity organized under the laws of the State of Florida in September 1986. This organization raises funds and makes yearly pledges to the City to subsidize the costs of operating the City’s children’s, Alzheimer’s, senior and adult day care facilities. GASB requires that a legally separate, tax-exempt organization should be reported as a component unit of the City, if the primary government is the sole corporate member of the nonprofit or if all of the following are met: (1) the economic resources received or held by the separate organization are entirely or almost entirely for the direct benefit of the City; (2) the City is entitled to, or has the ability to otherwise access, a majority of the economic resources received or held by the separate organization and (3) the economic resources received or held by the separate organization are significant to the City. The City believes that conditions (1) and (2) apply to CASA. However, the City does not believe that the economic resources held/received by that entity is “significant” to the City’s operations and the City is not the sole corporate member of CASA. As such, it is not included as a part of the financial reporting entity.

B. Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the City and its component unit. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operation or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met. Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available if they are collected within three months of the end of the current fiscal period, with the exception of property tax revenue, which is deferred unless taxes are received within sixty days subsequent to year-end. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, pensions, other post-employment benefits and claims and judgments, are recorded only when payment is due.

Property taxes (when levied), franchise taxes, intergovernmental revenue (when the eligibility requirements are met), licenses, special assessments, charges for services for ambulance fees, as well as interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period, if available. All other revenue items are

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE I. Summary of Significant Accounting Policies

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

considered to be measurable and available only when cash is received by the City.

The City reports the following major governmental funds:

The **General Fund** is the City's primary operating fund. It accounts for all financial resources of the City, except those required to be accounted for in another fund.

The **Community Redevelopment Agency ("CRA") Fund** accounts for the proceeds of tax increment revenues and the related expenditures for redevelopment of the area that hovers along Hillsboro Boulevard and that encompasses most of the beach district from Federal Highway to the Intracoastal Waterway. This fund has been deemed a major fund, since management believes it is particularly important to financial statement users for public interest.

The **General Construction Fund** accounts for all the City's capital projects.

The City reports the following major proprietary funds:

The **Water and Sewer Fund** accounts for the provision of water and sewer services to the City's residents.

The **Storm Water Utility Fund** accounts for the operations and maintenance of the City's stormwater system, such as storm drains, pipes, catch basins, and other stormwater-related infrastructure.

The **Solid Waste Fund** accounts for the provision of solid waste services to the City's residents.

Additionally, the City's **pension trust funds**, namely, Fire, Police and Non-uniformed pension funds, account for the activities of the retirement systems for these relevant classes of employees and accumulate resources for pension benefit payments to qualified retirees.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments in lieu of taxes and other charges between the City's water and sewer function and various other functions of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as program revenues include 1) charges to customers or applicants for goods and services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing goods and services in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Water and Sewer Fund are charges to customers for the provision of water and sewer services. This fund also recognizes as revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Further, the Solid Waste Fund recognizes as revenue charges to customers for the provision of solid waste services. Operating expenses for both enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE I. Summary of Significant Accounting Policies

D. New Accounting Pronouncements Adopted

The City implemented GASB Statements number 88, Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements. The objective of this statement is to improve the information that is disclosed in notes to government financial statements related to debt.

This Statement defines debt for purpose of disclosure in notes to the financial statements as a liability that arises from a contractual obligation to pay cash (or other assets that may be used in lieu of cash) in one or more payments to settle an amount that is fixed at the date the contractual obligation is established.

This Statement requires that additional essential information related to debt be disclosed in notes to financial statements, including unused lines of credit; assets pledge as collateral for the debt; and terms specified in debt agreements related to significant events of default with finance-related consequences, significant termination events with finance-related consequences and significant acceleration clauses.

For notes to financial statements related to debt, this Statement also requires that existing and additional information be provided for direct borrowings and direct placements of debt separately from other debt.

E. Assets, Liabilities, Deferred Inflows/Outflows of Resources, and Net Position or Equity

1. Deposits and Investments

The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. The City has established an investment policy in accordance with Section 218.415, Florida Statutes that allows the City to invest in relatively low-risk securities, such as the State Treasurer's Investment Pool, and U.S. Government and Agencies securities. In accordance with GASB all investments of the City have been reported at fair value except money market funds and the State Treasurer's Investment Pool which its reported value is the same as the value of the pool shares and is recorded at amortized cost. Resources of all funds, with the exception of the pension trust funds, have been combined into investment pools for the purpose of maximizing investment yields. Investment revenue is comprised of interest and dividends and realized gains and losses on investments. Net appreciation (depreciation) in the fair value of investments is comprised of unrealized gains and losses on investments. Investment earnings on pooled investments are allocated monthly based upon equity balances of the respective funds. Accrued interest on pooled investments is grouped with investments on the balance sheet at year-end. In addition, the pension trust funds are authorized to invest in corporate bonds, stocks, money market funds, mortgages and notes.

2. Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the noncurrent portion of interfund loans). All other residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

All trade and property tax receivables are shown net of allowance for uncollectibles. Management determines the allowance for uncollectible accounts, based upon a review of the accounts and its knowledge of the debtor's ability to pay. Property taxes are levied as of October 1 on property values assessed as of January 1 of the same year. The tax levy is divided into two billings: the first billing (mailed during September) is an estimate of the current year's levy based on the prior year's taxes; the second billing (mailed on November 1) reflects adjustments to the current year's actual levy. The billings are considered past due on April 1 of the subsequent year, at which time the applicable property is subject to lien, and penalties and interest are assessed.

Amounts reflected as "due from other governments" in the government-wide and the fund financial statements represent amounts that are owed to the City by other governmental entities for services

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE I. Summary of Significant Accounting Policies

E. Assets, Liabilities, Deferred Inflows/Outflows of Resources, and Net Position or Equity

2. Receivables and Payables

rendered by the City in the capacity of a vendor or for amounts to be reimbursed in connection with grants and other cooperative agreements.

Water and sewer and solid waste charges to customers are based on actual consumption. Consumption is determined on a monthly basis. The City recognizes revenue and a related receivable for the estimated unbilled consumption as of September 30.

3. Inventories and Prepaid Items

Inventories consisting principally of expendable items held for consumption, are stated at lower of average cost. The consumption method is used for all inventories and prepaid items, that is, items of inventory/prepays are expended when they are consumed rather than when they are purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements.

4. Restricted Assets

Certain resources of the City's Water and Sewer enterprise fund are classified as restricted assets on the statement of net position because they are maintained in separate accounts and their uses are limited by applicable bond covenants and loan agreements. The state revolving loan sinking fund account is used to segregate resources that are accumulated for the payment of principal and interest on the City's revolving loans with the Florida Department of Environmental Protection.

The "general obligation bond construction account" is used to report those proceeds of general obligation bonds that are restricted for use in the construction of specified projects, as outlined in the bond covenants.

5. Capital Assets

Capital assets, which include property, plant, equipment, intangibles, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide and the proprietary fund financial statements. Capital assets are defined by the City as assets with an initial individual cost of \$3,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost, if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred, net of interest earned on related debt proceeds, during the construction phase of capital assets of business-type activities is included as part of the capitalized cost of the assets constructed. The City had no capitalized interest costs for this fiscal year.

The City's property, plant and equipment are depreciated using the straight line method over the following estimated useful lives:

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE I. Summary of Significant Accounting Policies

E. Assets, Liabilities, Deferred Inflows/Outflows of Resources, and Net Position or Equity

5. Capital Assets

<u>Asset Type</u>	<u>Years</u>
Buildings	40
Building improvements	20
Roads	40
Bridges	50
Other infrastructure	20 - 50
Equipment	5 - 10

In the governmental fund financial statements, capital assets are reported as expenditures and no depreciation expense is recorded.

6. Deferred Outflows/Inflows of Resources

The statements of net position and fund financial statements require the inclusion of a separate section for deferred outflows of resources. A deferred outflow of resources represents the usage of net position that is applicable to future periods.

The statements of net position and fund financial statements, also include a separate section for deferred inflows of resources, which represent the acquisition of net position which is applicable to future periods that will be recognized as revenue (or serve as a reduction of expenses) in a future period.

The City reports within its government-wide statement of net position as deferred outflows amounts that were related to pensions and OPEB during fiscal year 2020 into the pension plans as a result of the net pension liability and total OPEB liability associated with the plans measured as of September 30, 2019. The amounts paid during fiscal year 2020 to the plan will be reflected within the City's pension expense and related liability when the net pension liability is measured for the next fiscal year.

The City reports as deferred inflows amounts representing the net difference between expected and actual results, changes in assumptions and projected and actual earnings of its OPEB and pension plans. The amounts will be amortized over a five year closed period beginning in the year in which the difference occurred or over the remaining service lives of all employees, as applicable, and deferred amount on a bond refunding which is being amortized over the remaining life of the debt.

Also, in the governmental fund financial statements the City reported deferred inflows for amounts not recorded within the period of availability.

7. Compensated Absences

It is the City's policy to permit employees to accumulate earned, unused vacation and sick pay benefits. A portion of accumulated sick pay benefits are paid upon separation based on the number of years of service. All vacation pay and applicable portions of sick pay balances are accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE I. Summary of Significant Accounting Policies

E. Assets, Liabilities, Deferred Inflows/Outflows of Resources, and Net Position or Equity

8. Long-term Obligations

In the government-wide and proprietary fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the government-wide and proprietary fund type statements of net position. Bonds payable are reported net of the applicable bond premium or discounts. Bond premiums and discounts are amortized over the life of the bonds using the effective interest method. Deferred amounts (the difference between the reacquisition price and the net carrying amount) on refunding are amortized over the shorter of the remaining life of the old debt or the life of the new debt using the straight line method, which does not result in a material difference from the effective interest method. Debt issuance costs, except for the portion which relates to prepaid insurance costs, are recognized as an expense in the period incurred. Prepaid insurance costs are reported as an asset and are recognized as expense on a straight line basis over the duration of the related debt.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts are reported as other financing uses. Debt principal payments and issuance costs, whether or not withheld from actual debt proceeds, are reported as debt service expenditures.

9. Fund Equity/Net Position

In accordance with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, governmental funds report separate classifications of fund balance. The non-spendable fund balance classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. The restricted fund balance is defined as having restrictions (a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation. Committed fund balance is defined as amounts that can only be used for specific purposes pursuant to constraints imposed by formal action (i.e. resolution) performed prior to year-end, of the City Commission. Assigned fund balance represents amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed.

The City, through resolution establishing its fund balance policy, has given the City Manager the authority to assign fund balance. Assignment of fund balance may be a) made for a specific purpose that is narrower than the general purposes of the fund itself; and/or b) used to reflect the appropriation of a portion of existing unassigned fund balance to eliminate a projected deficit in the subsequent year's budget in an amount no greater than the projected excess of expenditures over expected revenues. Assigned fund balance shall reflect management's intended use of resources as set forth each year by the City Manager. Assigned fund balance may or may not be appropriated for expenditure in the subsequent year depending on the timing of the project/reserve for which it was assigned. Unassigned fund balance is the residual classification for the General Fund, plus any deficits of any other governmental funds. The City government considers restricted or unrestricted amounts to have been spent when expenditures are incurred for purposes for which both restricted and unrestricted fund balance is available. The City government considers committed, assigned, or unassigned amounts to have been spent when expenditures incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used. The City's policy is to expend resources in the following order: restricted, committed, assigned and unassigned.

It is the City's policy to obtain and maintain a minimum level of General Fund unassigned fund balance of at least 10% of General Fund operating expenditures and transfers. The disaster/emergency reserve fund balance is assigned by the City Commission as set forth in the annual budget (and any amendments thereto) to ensure the maintenance of services to the public during hurricanes and other natural disasters, as well as economic changes that might severely impact the City's ability to provide

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE I. Summary of Significant Accounting Policies

E. Assets, Liabilities, Deferred Inflows/Outflows of Resources, and Net Position or Equity

9. Fund Equity/Net Position

necessary public services.

The government-wide and proprietary fund financial statements utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted and unrestricted.

The following table shows the City's fund balance classification for the governmental funds as of September 30, 2020.

	Governmental Funds				Total Governmental Funds
	General Fund	Community Redevelopment Agency	General Construction Fund	Nonmajor Governmental Funds	
Nonspendable:					
Inventory	\$ 166,558	\$ -	\$ -	\$ -	\$ 166,558
Prepays	236,231	-	-	-	236,231
Perpetual care and cemetery operation	-	-	-	1,492,547	1,492,547
Restricted:					
Community Redevelopment programs	-	3,897,988	-	-	3,897,988
Debt service	-	-	-	4,252,912	4,252,912
General construction projects	-	-	31,385,928	-	31,385,928
Roadway improvement projects	-	-	-	1,757,728	1,757,728
Grants and special programs	-	-	-	281,676	281,676
Beautification and landscape projects	-	-	-	584,880	584,880
Public safety programs	-	-	-	2,975,856	2,975,856
Parking improvements	-	-	-	82,768	82,768
Recreation programs	-	-	-	1,227,761	1,227,761
Restricted for building permits	-	-	-	253,958	253,958
Assigned to:					
Assigned Emergency reserve	3,474,378	-	-	-	3,474,378
Subsequent year's Budget	5,735,816	-	-	-	5,735,816
Endowment	99,108	-	-	-	99,108
Tam O' Shanter project	234,260	-	-	-	234,260
Assigned to General fund	-	-	-	2,341,276	2,341,276
Unassigned:					
General fund operations	21,664,616	-	-	-	21,664,616
Miscellaneous grant and special programs	-	-	-	(208,849)	(208,849)
Total fund balances	\$ 31,610,967	\$ 3,897,988	\$ 31,385,928	\$ 15,042,513	\$ 81,937,396

Net Investment in Capital Assets – is intended to reflect the portion of net position which is associated with capital assets (net of accumulated depreciation), less outstanding capital asset related debt, net of unspent bond proceeds and deferred inflow/outflow of resources that are attributed to the acquisition of those assets or related debt which are included in this component of net position.

Restricted Net Position – has third-party (statutory bond covenant or granting agency) limitations on their use or limitations which have been imposed through enabling legislation.

The government-wide statement of net position reports \$22,947,065 of restricted net position.

Unrestricted Net Position – has no third-party limitations as to its use, and consists of all net position that does not meet the definition of the other two components, and any net deficits that exist.

10. Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, deferred outflows and inflows of resources at the date of the

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE I. Summary of Significant Accounting Policies

E. Assets, Liabilities, Deferred Inflows/Outflows of Resources, and Net Position or Equity

10. Estimates

financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from management's estimates.

11. Property Taxes

Property taxes attach as an enforceable lien on real property and are levied as of October 1st. The tax levy is divided into two billings: the first billing (mailed mid-August) is an estimate of the current year's levy based on the proposed tax rates, which serves to inform taxpayers of their proposed taxes prior to the final approval of the millage rate in September. The second billing (mailed in November) reflects the current year's actual levy. The billings are considered past due after March 31st of the following year after the respective tax billing date, at which time the applicable property is subject to lien, and penalties and interest are assessed.

NOTE II. STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

A. Excess of Expenditures Over Appropriations

For the year ended September 30, 2020, expenditures exceeded appropriations in 3 of the City's departments. The Central service, Fire/rescue, and Sustainable management, departments exceeded their budgets by \$139,828 \$950,753, \$94,882, respectively. These overages were a direct result of increase in utilities due to enhanced cleaning introduced during the pandemic and purchase of personal protective equipment for fire personnel. These over-expenditures were covered by positive budget variances in other departments as well as positive revenue variances.

B. Deficit Fund Equity

At September 30, 2020, the Community Development Block Grant Fund, Law Enforcement Trust Fund and Capital Grants Projects Funds had deficit fund balances of \$59,015, \$55,153, and \$3,476 respectively. This deficit is expected to be funded by future grant reimbursements, which were not susceptible to accrual at September 30, 2020.

The Solid Waste Fund also experience a deficit in net position of \$1,207,888 as of September 30, 2020 due the Energy Performance Efficiency audit. Management has undertaken to re-assess the cost of this contract to the benefits received by multiple Funds.

NOTE III. DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

1. Deposits

The City maintains a common cash and cash equivalents pool for use by all non-fiduciary funds. Deposits of the City, including time deposit accounts, demand deposit accounts and certificates of deposit, are defined as public deposits. Pursuant to the City's policies, all of the City's deposits are held in qualified public depositories pursuant to Chapter 280.03 of the Florida Statutes, "Florida Security for Public Deposits Act." Under the Act, all qualified public depositories are required to pledge eligible collateral having fair value equal to or greater than the average daily or monthly balance of all public deposits, times the depository's collateral pledging level. The pledging level may range from 50% to 125% depending upon the depository's financial condition and establishment period. All collateral must be deposited with an approved financial institution. Any losses to public depositors are covered by applicable deposit insurance, sale of securities pledged as collateral and, if necessary, assessments against other qualified public depositories of the same type as the depository in fault. When public deposits are made in accordance with Chapter 280, no public depositor shall be liable for any loss. At September 30, 2020, the carrying amount of the City's deposits totaled \$11,014,229.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE III. DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

2. Investments

Authorized Investments

The City's investments are categorized as investments for the City as a whole (hereinafter referred to as "general City investments") and those of its various defined benefit pension plans. The City is authorized by statute and policy to invest public funds (general City investments) in interest-bearing savings accounts, money market accounts and checking accounts, obligations of the United States government, its agencies and instrumentalities; certificates of deposit that are fully insured and collateralized; high-grade commercial paper, repurchase agreements having a defined termination date and collateralized by U.S. Treasury obligations; and Local Government Surplus Trust Funds, as administered by the Florida State Board of Administration ("SBA"). The City invested funds throughout the year in the Florida PRIME, which is not Securities and Exchange Commission ("SEC") registered, but which qualifies as a fluctuating net asset value ("NAV") pool. The City's investment in the SBA at September 30, 2020 represented less than 1% of the total investment assets of the SBA. The City of Deerfield Beach invests in the pool, the value of the City's position is the same as the value of the pool shares and is recorded at amortized cost. At September 30, 2020, the City's investment in the SBA was \$28,737,394.

In accordance with GASB Statement No. 79, *Certain External Investment Pools and Pool Participants*, the City's investments in the Florida PRIME meets the definition of a qualifying investment pool that measures, for financial reporting purposes, all of its investments at amortized cost and should disclose the presence of any limitations or restrictions on withdrawals. As of September 30, 2020, there were no redemption fees or maximum transaction amounts, or any other requirements that serve to limit a participant's daily access to 100 percent of their account value.

The Florida Municipal Investment Trust (as administered by the Florida League of Cities) is an authorized investment under Section 218.415(115), Florida Statutes, for units of local government in Florida. The operation and administration of the Trust is the responsibility of a Board of Trustees, who are selected from the ranks of elected officials of governmental entities participating in the Trust. The fair value of the City's position in the Trust is the same as the value of the pool share, \$19,924,300.

The overriding objectives of the City's investment policy are preservation of its principal investment, while providing for liquidity and maximization of investment income.

Each of the City's three individual pension plans is governed by a Board of Trustees, which is responsible for determining the investment policies for the respective plan, namely the City's Fire, Police Officers, and Non-uniformed retirement pension plans. The investment policies for the various plans typically are devised to earn an average rate of return over the long term that will equal or exceed the return of a target index. The trustees are authorized to invest in a wide range of instruments, including but not limited to, federally-guaranteed obligations, bonds, stocks, or other evidences of indebtedness issued or guaranteed by a corporation organized under the laws of the United States or any state or organized territory of the United States, provided that the corporation is listed on any one or more of the recognized national stock exchanges or the National Market System of the NASDAQ Stock Market.

In acquiring these investments on behalf of the various plans, the trustees are required to exercise a level of care, which persons of prudence, discretion and intelligence would exercise when acquiring these same investments for their own (personal) accounts.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE III. DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

2. Investments

As of September 30, 2020, the City and the Plans had the following investments:

	Pension Trust Funds	All Other Funds	Total
Investment in Florida PRIME	\$ -	\$ 28,737,729	\$ 28,737,729
Investment in Florida Municipal Investment Trust	-	4,636,457	4,636,457
Money market funds	3,752,403	43,592,919	47,345,322
Mutual funds	23,097,256	-	23,097,256
Self directed DROP accounts	3,129,730	-	3,129,730
U.S. Government and agency securities	19,350,755	30,132,594	49,483,349
Corporate bonds and notes	14,609,937	-	14,609,937
Hedge fund	3,492,573	-	3,492,573
Real estate funds	31,415,335	-	31,415,335
Corporate equities	122,772,449	-	122,772,449
Total	\$ 221,620,438	\$ 107,099,699	\$ 328,720,137

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value is to changes in market interest rates. In accordance with the City's investment policy, the City minimizes the interest rate risk of investments in the portfolio by placing limitations on the duration of such investments. With the exception of funds reserved for capital projects, all of the City's general investments shall be limited to instruments maturing within two years of purchase. This ensures that securities mature to meet cash requirements for operations, thereby avoiding the need to sell securities in the open market prior to maturity.

The Police Officers' Retirement Plan limits its exposure to interest rate risk by varying the durations of the maturities of its investment holdings.

Neither the Municipal Firefighter's Pension Trust Plan nor the Non-Uniform Employees' Retirement Plan has investment policies that use limits on investment maturities as a means of managing its exposure to fair value losses arising from interest rates.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE III. DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

2. Investments

Information about the sensitivity of the fair values of the City's and the Pension Plans' investments to market interest rate fluctuations is provided by the following tables that shows the distribution of the City's and the Plans' investments by maturity:

(City General Investments)

Investment Type	Value	Maturities (in Years)	
		Less Than 1	1-5
FL Municipal Investment Trust	\$ 33,373,850	\$ 28,737,393	\$ 4,636,457
Money market funds	43,592,919	43,592,919	-
U.S. Agencies	30,132,594	29,071,581	1,061,013
Total	<u>\$ 107,099,363</u>	<u>\$ 101,401,893</u>	<u>\$ 5,697,470</u>

(Pension Trust Funds)

Investment Type	Value	Maturities (in Years)			
		Less Than 1	1-5	6-10	More Than 10
Bond funds	\$ 2,420,279	\$ -	\$ 398,977	\$ 1,169,327	\$ 851,975
Mutual funds	23,097,256	759,191	12,849,345	8,365,184	1,123,536
U.S. Treasuries	5,345,535	73,355	1,811,357	2,339,596	1,121,227
U.S. Agencies	11,584,941	2,620,867	1,171,990	951,297	6,840,787
Corporate bonds and notes	14,609,937	135,748	3,774,970	7,924,921	2,774,298
Total	<u>\$ 57,057,948</u>	<u>\$ 3,589,161</u>	<u>\$ 20,006,639</u>	<u>\$ 20,750,325</u>	<u>\$ 12,711,823</u>

Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization (NRSRO's). State law limits investments in commercial paper and corporate bonds to the top 3 ratings issued by NRSRO's. All Treasury obligations are guaranteed by the good faith and credit of the United States and are therefore not subject to credit risk. The amounts held in the Florida Prime is rated by Standard and Poor's. The current rating is AAAM. Florida Municipal Investment Trust is not rated by any nationally recognized statistical rating agency.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE III. DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

2. Investments

The following table discloses credit ratings by investment type, at September 30, 2020, as applicable:

	Quality Credit Rating Moody's	Fair Value
	Aaa	44,971,354
	Aa1	69,838
	Aa3	254,064
	Aa+	1,784,531
	Aa	910,805
	A+	229,145
	A	2,404,244
	A-	625,478
	A1	910,322
	A2	2,775,636
	A3	2,174,281
	Baa1	1,878,697
	Baa2	80,151
	Bbb+	2,596,416
	Bbb	1,063,539
	Bb	2,121,689
	B	1,499,419
	Caa1	2,725,351
	C	129,993
	Not rated	64,531,660
Total credit risk securities		133,736,613
U.S. treasuries and agency securities explicitly guaranteed		30,420,698
Total fixed income/credit risk securities		<u>\$ 164,157,311</u>
 Total fixed income/credit risk securities - City		 \$ 107,099,363
Total fixed income securities - pension trust funds		<u>57,057,948</u>
Total		<u>\$ 164,157,311</u>

Concentration of Credit Risk

The City limits its investments in any one issuer to no more than 5% of total investments, except for investments issued or explicitly guaranteed by the government and investments in mutual funds, external investment pools, and other pooled investments, which are excluded from this requirement. There were no individual investments that represented 5% or more of the City's total investments at September 30, 2020. The three pension plans limit their exposure by limiting their investments in any one issuer to no more than 5% of plan net position other than those issued by the US Government or its agencies. None of the plans had holdings that exceeded the 5% limit.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE III. DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

2. Investments

Custodial Credit Risk

The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g. broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. These investments are held by the various pension plans' custodial banks and are registered in the name of the pertinent pension plan. With the exception of the investments with the SBA Florida Prime, all of the City's general investments were held by the City's custodial bank and were registered in the City's name as of year-end.

Fair Value Hierarchy

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Plan categorizes its fair value measurements with the fair value hierarchy established by generally accepted accounting principles. The fair value hierarchy categorizes the inputs to valuation techniques used to measure fair value into three levels based on the extent to which inputs used in measuring fair value are observable in the market. Investments measured and reported at fair value are classified and disclosed in one of the following categories:

Level 1 - Investments traded in an active market with available quoted prices for identical assets as of the reporting date.

Level 2 - Inputs to the valuation methodology are based upon observable inputs for the assets either directly or indirectly, other than those considered Level 1 inputs, which may include quoted prices for identical assets in markets that are not considered to be active, and quoted prices of similar assets in active or inactive markets.

Level 3 - Inputs to the valuation methodology are based upon unobservable inputs.

Fire Pension

The following is a description of the valuation methodologies used for assets measured at fair value for the plan:

Common stock: Valued at the closing price reported on the New York Stock Exchange.

Government securities: Valued using pricing models maximizing the use of observable inputs for similar securities.

Corporate bonds: Valued using pricing models maximizing the use of observable inputs for similar securities. This includes basing the value on yields currently available on comparable securities of issuers with similar credit ratings. When quoted prices are not available for identical or similar bonds, the bond is valued under a discounted cash flows approach that maximizes observable inputs, such as current yield of similar instruments, but includes adjustments for certain risks that may not be observable, such as credit and liquidity risks or a broker quote, if available.

Hedge funds: Value based on the net asset value per share, without further adjustment. Net asset value is based upon the fair value of the underlying investments.

Real estate: Valued at the net asset value of shares held by the Plan at year end. The Plan has investments in private market real estate investments for which no liquid public market exists.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE III. DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

		*Fair Value Measurements Using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
	Total			
Investments by fair value level				
Equity securities:				
Common stocks	\$ 36,449,408	\$ 36,449,408	\$ -	\$ -
Mutual funds	33,964,830	33,964,830	-	-
Total equity securities	70,414,238	70,414,238	-	-
Debt securities:				
Corporate bonds	6,984,696	-	6,984,696	-
U.S. treasury securities	2,045,310	2,045,310	-	-
U.S. agency securities	6,755,153	-	6,755,153	-
Fixed income mutual funds	18,246,752	18,246,752	-	-
Total debt securities	34,031,911	20,292,062	13,739,849	-
Self directed DROP accounts	3,129,730	-	3,129,730	-
Total investments by fair value level	107,575,879	\$ 90,706,300	\$16,869,579	\$ -
Investments measured at the net asset Value (NAV)				
Real estate funds	18,895,772			
Hedge fund	765,411			
Total investments measured at the NAV	19,661,183			
Money market funds (exempt)	2,576,856			
Total investments	\$ 129,813,918			

* Investment type descriptions mirror audited pension plan financial statements.

The following table summarizes investments for which fair value is measured using the net asset value per share practical expedient, including their related unfunded commitments and redemption restrictions:

	Fair Value	Unfunded Commitments	Redemption Frequency (if Currently Eligible)	Redemption Notice Period
Real estate fund (1)	\$ 10,491,930	\$ -	Quarterly	90 Days
Real estate fund (2)	3,936,676	-	Quarterly	10 Days
Real estate fund (3)	4,467,166	-	Quarterly	90 Days
Hedge fund (3)	765,411	-	Quarterly	90 Days
Total investments measured at the NAV	\$ 19,661,183	\$ -		

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE III. DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

1. Real estate fund: The fund is an open-ended real estate investment fund investing primarily in core institutional office, retail, industrial, and multi-family properties located throughout the United States. The investment is valued at NAV and its redemptions must be received by the fund 90 days prior to quarter end.
2. Real estate fund: The fund is an open-end diversified core real estate commingled fund that invests primarily in core institutional office, retail, industrial, and multi-family properties located throughout the United States. The investment is valued at NAV and its redemptions must be received by the fund 10 days prior to quarter end.
3. Hedge fund: The fund is a multi-strategy fund of hedge funds that aims to pursue varying strategies in order to diversify risk and reduce volatility. The fund is a diversified portfolio offering investment solutions through activist long/short equity hedge funds, event driven hedge funds and multi-strategy hedge funds. The investment is valued at NAV and holder of capital, upon at least 90 days prior written notice, may request to redeem a minimum of \$100,000 of their capital shares, as of the close of business on the last business day of each calendar year, by giving irrevocable written notice.

Police Pension

The following is a description of the valuation methodologies used for assets measured at fair value for the plan:

Debt Securities: Debt securities consist primarily of negotiable obligations of the U.S. government and U.S. government-sponsored agencies, corporations, securitized offerings backed by residential and commercial mortgages, TIPS, and foreign debt securities. These securities can be typically be valued using the close or last traded price on a specific date (quoted prices in active markets). When quoted prices are not available, fair value is determined based on valuation models that use inputs that include market observable inputs. These inputs included recent trades, yields, price quotes, cash flows, maturity, credit ratings, and other assumptions based upon the specifics of the investment type.

Equity securities: These include domestic and international equities. Domestic securities traded on a national securities exchange are valued at the last reported sales price on the last business day of the fiscal year. Securities traded in the over-the-counter market and listed securities for which no sale was reported on that date are valued at the last reported bid price. International equities are valued based upon quoted foreign market prices and translated into U.S. dollars at the exchange rate in effect at year end. Securities which are not traded on a national security exchange are valued by the respective fund manager or other third parties based on yields currently available on comparable securities of issuers with similar credit ratings.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE III. DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

		*Fair Value Measurements Using		
		Quoted Prices in Active Markets for Identifiable Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
	<u>Total</u>			
Investments by fair value level				
Equity securities:				
Equity mutual funds	\$ 24,555,013	\$ 24,555,013	\$ -	\$ -
Debt securities:				
U.S. treasury securities	272,965	272,965	-	-
U.S. agency securities	1,008,413	-	1,008,413	-
Fixed income mutual funds	4,850,504	4,850,504	-	-
Corporate bonds	1,658,923	-	1,658,923	-
Total debt securities	7,790,805	5,123,469	2,667,336	-
Total investments by fair value	32,345,818	\$ 29,678,482	\$ 2,667,336	\$ -
Investments measured at the net asset value (NAV)				
Real estate funds	7,346,971			
Money market funds (exempt)	343,388			
Total investments	\$ 40,036,177			

* Investment type descriptions mirror audited pension plan financial statements.

	Fair Value	Unfunded Commitments	Redemption Frequency (if Currently Eligible)	Redemption Notice Period
Real estate fund (1)	\$ 1,399,946	\$ -	Quarterly	10 Days
Real estate fund (2)	5,947,025	-	Quarterly	90 days
Total investments measured at the NAV	\$ 7,346,971	\$ -		

1. Real estate fund: The fund is an open-end diversified core real estate commingled fund that invests primarily in core institutional office, retail, industrial, and multi-family properties located throughout the United States. The investment is valued at NAV and its redemptions must be received by the fund 10 days prior to quarter end.
2. Real estate: This fund is an open-end comingled real estate fund that invests in a pool of real estate assets that are diversified by geography and property type, with a focus of yield-driven investments and, to a lesser extent, on value-added investments. The investment is valued at NAV and redemption requests must be received by the fund 90 days prior to quarter end.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE III. DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

Non-Uniformed Pension

The following is a description of the valuation methodologies used for assets measured at fair value for the plan:

Common stocks: Valued at the closing price reported on the New York Stock Exchange.

Government securities: Valued using pricing models maximizing the use of observable inputs for similar securities.

Hedge fund: Valued based on the net asset value per share, without further adjustment. Net asset value is based upon the fair value of the underlying investment.

Corporate bonds: Valued using pricing models maximizing the use of observable inputs for similar securities. This includes basing the value on yields currently available on comparable securities of issuers with similar credit ratings. When quoted prices are not available for identical or similar bonds, the bond is valued under a discounted cash flows approach that maximizes observable inputs, such as current yield of similar instruments, but includes adjustments for certain risks that may not be observable, such as credit and liquidity risks or a broker quote, if available.

Real estate fund: Valued at the net asset value of shares held by the Plan at year end. The Plan has an investment in a private market real estate investment for which no liquid public market exists.

		<u>*Fair Value Measurements Using</u>		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
	<u>Total</u>			
Investments by fair value level				
Equity securities:				
Common stocks	\$ 27,803,198	\$ 27,803,198	\$ -	\$ -
Debt securities:				
U.S. treasury securities	3,027,260	2,660,995	366,265	-
U.S. agency securities	3,821,375	-	3,821,375	-
Municipal bonds	2,420,279	-	2,420,279	-
Corporate bonds	5,966,318	-	5,966,318	-
Total debt securities	15,235,232	2,660,995	12,574,237	-
Total investments by fair value level	43,038,430	\$ 30,464,193	\$ 12,574,237	-
Investments measured at the net asset value (NAV)				
Real estate fund	5,172,592			
Hedge fund	2,727,162			
Total investments measured at the NAV	7,899,754			
Money market funds (exempt)	832,159			
Total investments	\$ 51,770,343			

* Investment type descriptions mirror audited pension plan financial statements.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE III. DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

	Fair Value	Unfunded Commitments	Redemption Frequency (if Currently Eligible)	Redemption Notice Period
Real estate fund (1)	\$ 5,172,592	\$ -	Quarterly	45 Days
Hedge Fund (2)	1,340,204	-	Daily	1-2 days
Hedge Fund (3)	1,386,958	-	Daily	1-2 days
Total investments measured at the NAV	<u>\$ 7,899,754</u>	<u>\$ -</u>		

1. Real estate fund: This fund is an open-end core real estate fund with a diversified portfolio of multifamily, office, industrial and retail properties. The fund seeks to provide for the preservation of capital, stable income and modest appreciation over the mid- to long-term. The investment is valued at NAV and redemption requests must be received by the fund 45 days prior to quarter end.
2. Hedge fund: This fund aims to pursue varying strategies in order to diversify risks and reduce volatility. The fund invests with hedge funds and other portfolio managers or otherwise utilizes the services of investment advisors or other investment managers employing a variety of trading styles or strategies, including, but not limited to, direct lending, convertible arbitrage, merger or risk arbitrage and other event-driven investing, distressed and long/short credit, long/short equity, multi-strategy and other relative value strategies. The investment is valued at NAV and redemption requests must be received by the fund 1 or 2 days prior to redemption date of June 30 or December 31.
3. Hedge fund: This hedge fund is an open-end fund incorporated in the United States/ The fund seeks capital appreciation by investing its assets among a variety of non-traditional or alternative investment strategies. The investment is valued at NAV and redemption requests may be received 1 or 2 days in advance.

B. Receivables and Payables

The City reports the General, Community Redevelopment Agency (CRA), General Construction, Water & Sewer, Stormwater Utility and Solid Waste funds as major funds. Receivables at September 30, 2020 were as follows:

Governmental Activities

	General	CRA	General Construction Fund	Nonmajor Governmental Funds	Total
Receivables:					
Accounts receivable	\$ 7,625,701	\$ -	\$ -	\$ 254	\$ 7,625,955
Assessments	842	-	-	-	842
Interest	46,493	3,971	17,895	30,226	98,585
Receivables	<u>\$ 7,673,036</u>	<u>\$ 3,971</u>	<u>\$ 17,895</u>	<u>\$ 30,480</u>	<u>\$ 7,725,382</u>

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE III. DETAILED NOTES ON ALL FUNDS

B. Receivables and Payables

Business-type Activities

	Water and Sewer	Solid Waste	Stormwater	Total
Receivables:				
Accounts	\$ 4,232,089	\$ 2,327,946	\$ 153,953	\$ 6,713,988
Delinquent assessments	52,991	-	-	52,991
Interest	314,443	-	-	314,443
	<u>4,599,523</u>	<u>2,327,946</u>	<u>153,953</u>	<u>7,081,422</u>
Gross receivables				
Less: allowance for uncollectibles	(497,253)	(128,970)	-	(626,223)
	<u>\$ 4,102,270</u>	<u>\$ 2,198,976</u>	<u>\$ 153,953</u>	<u>\$ 6,455,199</u>
Net receivables				

Receivables of the Water and Sewer and Solid Waste Enterprise Funds are reported net of uncollectible amounts, and are as follows:

Uncollectible related to water sales	\$ 318,318
Uncollectible related to sewer charges	178,935
Uncollectible related to solid waste charges	<u>128,970</u>
Total uncollectible for the current fiscal year	<u>\$ 626,223</u>

Accounts payables at September 30, 2020 are as follows:

	Vendors	Retainage	Total Payables
Governmental activities:			
General Fund	\$ 2,662,316	\$ -	\$ 2,662,316
Community Redevelopment Agency	253,357	222,242	475,599
General Construction Fund	298,714	36,127	334,841
Nonmajor Governmental Funds	2,063,296	-	2,063,296
	<u>\$ 5,277,683</u>	<u>\$ 258,369</u>	<u>\$ 5,536,052</u>
Business-type activities:			
Water and Sewer Fund	\$ 848,436	\$ -	\$ 848,436
Solid Waste Fund	1,884,781	707,688	2,592,469
Stormwater Utility Fund	22,783	-	22,783
	<u>\$ 2,756,000</u>	<u>\$ 707,688</u>	<u>\$ 3,463,688</u>

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE III. DETAILED NOTES ON ALL FUNDS

C. Capital Assets

The following is a summary of capital asset activity for the year ended September 30, 2020:

	Beginning Balance	Increases	Decreases/ Transfers	Total
Governmental activities:				
Capital assets not being depreciated:				
Land	\$ 17,523,810	\$ -	\$ -	\$ 17,523,810
Construction in progress	16,948,607	1,838,094	(462,749)	18,323,952
Total capital assets not being depreciated	34,472,417	1,838,094	(462,749)	35,847,762
Capital assets being depreciated:				
Buildings	39,472,183	18,111	-	39,490,294
Improvements other than buildings	12,130,122	1,400,508	462,749	13,993,379
Equipment	23,681,081	1,438,557	1,799,593	23,320,045
Infrastructure	83,231,119	1,194,394	-	84,425,513
Total capital assets being depreciated	158,514,505	4,051,570	1,336,844	161,229,231
Less: accumulated depreciation for:				
Buildings	16,405,622	976,485	-	17,382,107
Improvements other than buildings	3,608,761	575,174	-	4,183,935
Equipment	18,704,407	1,127,138	1,791,214	18,040,331
Infrastructure	51,035,984	2,434,365	-	53,470,349
Total accumulated depreciation	89,754,774	5,113,162	1,791,214	93,076,722
Total capital assets being depreciated, net	68,759,731	(1,061,592)	454,370	68,152,509
Governmental activities capital assets, net	<u>\$ 103,232,148</u>	<u>\$ 776,502</u>	<u>\$ 8,379</u>	<u>\$ 104,000,271</u>
Business-type activities:				
Capital assets not being depreciated:				
Land	\$ 50,531	\$ -	\$ -	\$ 50,531
Construction in progress	495,221	1,336,915	-	1,832,136
Total capital assets not being depreciated	545,752	1,336,915	-	1,882,667
Capital assets being depreciated:				
Buildings	2,100,358	153,936	-	2,254,294
Utility plants in service	46,082,248	-	27,998	46,054,250
Improvements other than buildings	89,934,042	3,380,308	-	93,314,350
Equipment	24,689,135	1,031,050	772,817	24,947,369
Total capital assets being depreciated	162,805,783	4,565,294	800,815	166,570,263
Less: accumulated depreciation for:				
Buildings	1,629,428	69,328	-	1,698,756
Utility plants in service	23,916,394	1,365,773	-	25,282,167
Improvements other than buildings	47,471,762	2,158,446	-	49,630,208
Equipment	17,862,425	1,065,997	772,818	18,155,605
Total accumulated depreciation	90,880,008	4,659,544	772,818	94,766,736
Total capital assets being depreciated, net	71,925,774	(94,250)	27,997	71,803,527
Business-type activities capital assets, net	<u>\$ 72,471,527</u>	<u>\$ 1,242,665</u>	<u>\$ 27,997</u>	<u>\$ 73,686,194</u>

Depreciation does not begin until one year after acquisition. The Utility plant in service adjustment reflects cost reimbursement.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE III. DETAILED NOTES ON ALL FUNDS

C. Capital Assets

Depreciation expense was charged to functions/programs as follows:

Governmental activities:	
General government	\$ 149,096
Public safety	777,578
Human services	75,333
Physical environment	687,833
Transportation	1,844,878
Culture and recreation	1,564,178
Economic Environment	14,266
Total depreciation expense - governmental activities	<u>\$ 5,113,162</u>
Business-type activities:	
Water and sewer	\$ 3,996,134
Solid waste	634,340
Stormwater	29,070
Total depreciation expense - business-type activities	<u>\$ 4,659,544</u>

D. Encumbrances

Purchase orders are issued throughout the fiscal year to encumber budgets in the governmental funds. Significant encumbrances as of September 30, 2020, are as follows:

Major funds:	
General Fund	\$ 3,350,874
2018 Construction Bond Fund	2,269,277
General Construction Fund	<u>115,664</u>
Total major funds	<u>5,735,815</u>
Nonmajor governmental funds	<u>2,213,026</u>
Total encumbrances	<u>\$ 7,948,841</u>

E. Construction Commitments

The City has outstanding commitments for construction and acquisition of property, plant and equipment. The following is a summary of the most significant of these commitments at September 30, 2020:

Project	Amounts Outstanding
Kirk Cottrell Pavalion	\$ 653,833
Energy Performance Contracting Services	1,416,515
Citywide Street Resurfacing	<u>1,860,832</u>
	<u>\$ 3,931,180</u>

F. Unearned/Unavailable Revenue

Unearned revenue in the General Fund includes \$148,341 for local business taxes (formerly referred to as occupational licenses) relating to fiscal year 2020. The General Fund also includes \$2,663,640 of capital lease reimbursement and FEMA revenues, which are recorded as unavailable revenue.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE III. DETAILED NOTES ON ALL FUNDS

F. Unearned/Unavailable Revenue

The General Construction Fund had unavailable revenue of \$622,626.

The Miscellaneous Grants nonmajor special revenue fund had unavailable revenue of \$349,553 .

G. Interfund Receivables, Payables and Transfers

The interfund balances below represent short-term loans to cover temporary negative balances in each fund's equity in pooled cash at year-end. The composition of interfund balances at September 30, 2020 is as follows:

Due to/Due from

	Due from:					
	General Fund	General Construction Fund	Nonmajor Governmental Funds	Water/Sewer Fund	Solid Waste Fund	Stormwater Utility Fund
Receivable Fund:						
General Fund	\$ -	\$ 2,676,605	\$ 1,927,354	\$ -	\$ -	\$ -
Nonmajor Governmental Funds	8,741,000	-	-	-	-	-
Stormwater Utility Fund	-	-	-	-	1,682,000	-
Solid Waste Fund	-	-	-	694,653	-	-
Water and Sewer Fund	-	-	-	-	-	254,920
Total	\$ 8,741,000	\$ 2,676,605	\$ 1,927,354	\$ 694,653	\$ 1,682,000	\$ 254,920

Interfund Transfers

	Transfers To:		
	General Fund	Nonmajor Governmental	Total
Transfers from:			
General Fund	\$ -	\$ 7,391,557	\$ 7,391,557
Community Redevelopment Agency	1,094,181	-	1,094,181
Nonmajor Governmental Funds	45,159	-	45,159
Solid Waste Fund	371,802	-	371,802
Total	\$ 1,511,142	\$ 7,391,557	\$ 8,902,699

Transfers to the General Fund represent amounts paid by the nonmajor governmental funds for matching grant requirements for expenditures which were accounted for in the General Fund. The Community Redevelopment Agency Fund (CRA) is required to transfer amounts to the General Fund in connection with debt service payments made by the General Fund on behalf of the CRA. Transfers to nonmajor governmental funds represent payments for the City's match in connection with grants that the City participates in cost sharing for the funded project. Transfers to the General Obligation Debt Service Fund represent payment of debt service.

H. Capital Leases

The City has entered into master lease purchase agreements and other lease arrangements as lessee for financing the acquisition of equipment for public safety, public works and for parks and recreational facilities.

The City has also financed the acquisition of sanitation vehicles in its Solid Waste enterprise fund. These lease agreements qualify as capital leases for accounting purposes and, therefore, have been

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE III. DETAILED NOTES ON ALL FUNDS

H. Capital Leases

recorded at the present value of their future minimum lease payments as of the date of inception.

The City has entered into a lease purchase agreement as lessee for the acquisition and finance of its Energy Performance Projects. This lease agreement qualifies as capital leases for accounting purposes and, therefore, have been recorded at the present value of their future minimum lease payments as of the date of inception.

The future minimum lease obligations and the net present value of the minimum lease payments as of September 30, 2020, were as follows:

Fiscal Year	Governmental Activities	Business- type Activities	Total
2021	\$ 1,258,652	\$ 902,814	\$ 2,161,466
2022	1,077,618	835,513	1,913,131
2023	1,077,618	893,969	1,971,587
2024	89,801	684,480	774,281
2025	-	722,956	722,956
2026-2030	-	4,343,835	4,343,835
2031-2035	-	4,364,502	4,364,502
Total minimum lease payments	3,503,689	12,748,069	16,251,758
Less: amount representing interest	<u>(45,371)</u>	<u>(2,438,871)</u>	<u>(2,484,242)</u>
Present value of future minimum lease payments	<u>\$ 3,458,318</u>	<u>\$10,309,198</u>	<u>\$ 13,767,516</u>

As of September 30, 2020, the equipment held under capital leases for governmental activities and business-type activities were \$4,941,132 and \$3,620,268, respectively. Accumulated depreciation for equipment held under capital leases was \$1,524,121 and \$1,006,534 for governmental and business-type activities, respectively, as of September 30, 2020.

I. Long-Term Debt

1. Governmental Activities Debt:

- *General Obligation Bonds, Series 2000* – The original amount of this issue was divided into two series: Series “A,” for which \$9,978,847 in bonds were issued, and Series “B,” for which \$2,820,183 in bonds were issued. The proceeds of these bonds were used to finance the construction of a public safety complex, a public works facility, parks improvements, right-of-way improvements and expansion of the senior services facilities. The combined outstanding bonds of the issue, \$2,607,339, have interest rates that range from 4.25% to 6.08%. For Series A, principal is due annually on April 1st and interest is payable semi-annually on April 1st and October 1st with the final maturity date being October 1, 2024.
- *General Obligation Bonds, Series 2012B-2* – The original amount of this issue was \$14,770,000. The proceeds of these bonds were used to refund previously issued debt, namely Florida Municipal Loan Council Revenue Bonds, Series 2000B; Series 2003A and Series 2003B. The interest rates on these bonds range from 2% to 5%. The principal is due annually on April 1st and interest is payable semi-annually on April 1st and October 1st with the final maturity date being October 1, 2028. The principal and interest of this issue will be

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE III. DETAILED NOTES ON ALL FUNDS

I. Long-Term Debt

1. Governmental Activities Debt:

payable from and secured by the City's ad valorem taxes. For the current year, principal and interest of \$973,850 was paid. Ad valorem taxes amounted to \$44,281,635. The outstanding balance for this issue at year end amounted to \$10,270,000.

- The General Obligation Bonds are limited liabilities of the City, payable from ad-valorem taxes, secured by the full faith and credit of the city. In the event of default, bondholders may sue to enforce their rights.
- *Covenant Bonds*, Series 2012B-1 – The original amount of this issue was \$20,090,000. The proceeds of this bond issue were to repay previously issued debt as well as to finance the construction of parks and right of way improvements, in addition to citywide street improvements. The interest rates on these bonds range from 2.00% to 4.00%. Principal is due annually on October 1st and interest is payable semi-annually on April 1st and October 1st, with the final maturity date being October 1, 2032. The remaining outstanding bonds of this issue total \$12,855,000 with total interest payable of \$2,143,410 over the remainder of the term of the bonds. For the current year, principal and interest of \$1,554,569 was paid.
- *Covenant Bonds*, Series 2018 – The original amount of this issue was \$36,155,000. The proceeds of this bond issue were to repay previously issued debt, Series 2006 Covenant Bonds, as well as to finance the renovation and construction of City facilities, parks and citywide street improvements. The interest rates on these bonds range from 2.44% to 5.25%. Principal is due annually on December 1st and interest is payable semi-annually on June 1st and December 1st, with the final maturity date being December 1, 2042. The remaining outstanding bonds of this issue total \$36,070,000 with total interest payable of \$28,387,913 over the remainder of the term of the bonds. For the current year, principal and interest of \$1,914,850 was paid.
- Covenant bonds are limited obligations of the City, payable solely from non-advalorem revenues, set aside by the City in its annual budget. In the event of default, the payment of principal or interest, owners of the bonds shall have remedies as specified by the federal bankruptcy code, the bond indenture of and any bond policy insurance.

2. Business-type Activities Debt:

- *Loans Payable* – The City has entered into two loan agreements with the State of Florida Department of Environmental Protection. The primary purpose of these loans is to construct water and wastewater facilities. As of September 30, 2009, the City borrowed \$8,662,208, with interest rates ranging from 2.27% to 3.57%. As of September 30, 2020 the outstanding principal amount of these loans totaled \$3,322,574. Principal and interest payments on the two Florida Water Pollution Control Construction loans are due on April 15 and October 15 of each year. At September 30, 2020, the unpaid principal balances of Water Pollution Control Loan No. WW69302L and Loan No. WW693030 were \$552,009, and \$2,770,565, respectively. Revenues of the Water and Sewer System have been pledged as security for repayment of these loans. Total principal and interest paid during the current year totaled \$487,695
- These loans are payable from Gross Revenues derived yearly from the operation of the Water and Sewer Systems after operation and maintenance expense. Upon any event of default the lender may take action by mandamus or other proceeding at law to enforce the rights of the lender.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE III. DETAILED NOTES ON ALL FUNDS

I. Long-Term Debt

2. Business-type Activities Debt:

- *Wells Fargo Loan* - On April 9, 2015, the City issued Wells Fargo Revenue Loan in the amount of \$8,580,000. The loan matures on November 15, 2021. The loan bears interest on the outstanding principal balance at 1.63%. Payments are due annually starting November 15, 2015. The proceeds of this loan were used to refund State Revenue Loan No. DW060610, which was paid in full, and the liability for this loan was removed from the Business-type activities column in the statement of net position. As of September 30, 2020, the principal balance outstanding was \$2,560,000. The principal and interest paid during the current year totaled \$1,301,916.
- *Bank of America Revenue and Refunding Note, Series 2018* – On June 13, 2018, the City entered into a loan agreement with Bank of America in the amount of \$11,397,243. The proceeds of this bond issue were used to refund the Florida Municipal Loan Council Revenue Bonds, Series 2008A. The reacquisition price exceeded the net carrying amount of the old debt by \$85,603. This amount is being netted against the new debt and amortized over the remaining life of the refunded debt, which is shorter than the life of the new debt issued. This refunding was undertaken to reduce the total debt service payments over the next 10 years by \$1,068,336 and resulted in an economic gain of \$914,540. The interest rate on the new debt is 3.07%. Principal is due annually on October 1st and interest is payable semiannually on April 1st and October 1st, with the final maturity date being October 1, 2028. As of September 30, 2020, the principal balance outstanding was \$9,678,126. The principal and interest paid during the current year totaled \$1,228,070.
- Remedies on Default allows the lenders of these loans to take whatever action at law or in equity which may appear necessary or desirable to collect amounts then due and thereafter to become due.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE III. DETAILED NOTES ON ALL FUNDS

I. Long-Term Debt

3. Changes in Long-Term Liabilities:

The following is a summary of changes in long-term liabilities for the year ended September 30, 2020:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities:					
Bonds payable:					
General obligation bonds	\$ 13,973,948	\$ -	\$ 1,096,610	\$ 12,877,338	\$ 1,092,061
Covenant bonds	50,150,000	-	1,225,000	48,925,000	1,395,000
Plus: Deferred amounts for premiums/discounts	6,325,119	-	96,815	6,228,304	-
Total bonds payable	70,449,067	-	2,418,425	\$ 68,030,642	2,487,061
Capital leases	601,070	3,188,960	331,712	3,458,318	269,358
Compensated absences	1,326,195	210,752	-	1,536,947	189,054
Claims and judgments	7,829,171	2,832,319	3,284,088	7,377,402	1,029,797
Total governmental activities long-term liability	<u>\$ 80,205,503</u>	<u>\$ 6,232,031</u>	<u>\$ 6,034,225</u>	<u>\$ 80,403,309</u>	<u>\$ 3,975,270</u>
Business-type activities:					
Bonds payable	\$ 10,595,004	\$ -	\$ 916,878	\$ 9,678,126	\$ 944,678
Loans payable	7,579,659	-	1,697,084	5,882,575	1,717,071
Capital leases	9,696,445	865,730	252,977	10,309,198	144,468
Compensated absences	1,260,040	33,621	-	1,293,661	581,759
Total business-type activities long-term liabilities	<u>\$ 29,131,148</u>	<u>\$ 899,351</u>	<u>\$ 2,866,939</u>	<u>\$ 27,163,560</u>	<u>\$ 3,387,976</u>

The governmental activities claims and judgments as well as compensated absences are generally liquidated by the General Fund. The General Fund has been the governmental fund typically used to liquidate the net pension liabilities and total OPEB liabilities.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE III. DETAILED NOTES ON ALL FUNDS

I. Long-Term Debt

4. Summary of Annual Debt Service Requirements

The annual debt service requirements to maturity for debt outstanding as of September 30, 2020 are as follows:

Governmental Activities Debt						
Year Ending September 30	General Obligation Bonds			Covenant Bonds		
	Principal	Interest	Total	Principal	Interest	Total
2021	\$ 1,092,061	\$ 1,401,089	\$ 2,493,150	\$ 1,395,000	\$ 2,206,994	\$ 3,601,994
2022	1,085,902	1,407,398	2,493,300	1,440,000	2,160,756	3,600,756
2023	1,076,232	1,417,556	2,493,788	1,500,000	2,103,769	3,603,769
2024	1,067,961	1,424,252	2,492,213	1,560,000	2,051,394	3,611,394
2025	1,088,285	1,406,415	2,494,700	1,615,000	2,000,044	3,615,044
2026-2030	7,466,897	2,525,901	9,992,798	8,980,000	9,087,838	18,067,838
2031-2035	-	-	-	11,215,000	6,851,991	18,066,991
2036-2039	-	-	-	11,190,000	3,260,300	14,450,300
2040-2042	-	-	-	10,030,000	808,238	10,838,238
Total	<u>\$ 12,877,338</u>	<u>\$ 9,582,611</u>	<u>\$ 22,459,949</u>	<u>\$ 48,925,000</u>	<u>\$ 30,531,324</u>	<u>\$ 79,456,324</u>

Business-type Activities Debt						
Year Ending September 30	Revolving Loans			Revenue Bonds		
	Principal	Interest	Total	Principal	Interest	Total
2021	\$ 1,717,071	\$ 102,694	\$ 1,819,765	\$ 944,678	\$ 282,618	\$ 1,227,296
2022	1,767,281	71,620	1,838,901	975,970	253,136	1,229,106
2023	477,718	50,588	528,306	1,006,976	222,698	1,229,674
2024	488,390	39,916	528,306	1,038,985	191,292	1,230,277
2025	499,298	29,008	528,306	1,071,243	158,900	1,230,143
2026-2030	932,817	24,863	957,680	4,640,274	290,489	4,930,763
Total	<u>\$ 5,882,575</u>	<u>\$ 318,689</u>	<u>\$ 6,201,264</u>	<u>\$ 9,678,126</u>	<u>\$ 1,399,133</u>	<u>\$ 11,077,259</u>

5. Pollution Remediation

The City accepted approximately 44.65 acres of donated land in October 2011 from a private donor. The City plans to redevelop the land (Tam O'Shanter project) and eventually use it for community facilities and recreation, as well as open space. The land has been found to contain contamination from toxic substances. According to studies conducted to determine the extent of the pollution and the expected costs of remediation can range between \$150,000 and \$4,000,000 depending on the prospective use of the land. The donor has contributed \$250,000 towards the future costs of clean-up. No remediation efforts had begun as of September 30, 2020. The remediation outlays are considered necessary to prepare the asset for its intended use, and will be capitalized as part of the newly developed asset as expenditures are incurred, and therefore no expenditure and liability have been accrued at this time.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE IV. OTHER INFORMATION

A. Restricted Assets

The amounts shown below are those assets restricted by sources external to the City. Ordinances and bond covenants pertaining to long-term debt and other agreements require segregation and restriction of certain assets represented by the following amounts as of September 30, 2020:

Governmental Activities

	<u>Total</u>
Community Redevelopment Agency	\$ 4,383,692
Cemetery Trust Fund	1,489,590
Local option gas tax	372,998
Impact Fees Fund	132,748
Grants funds	1,392,578
Target Area Trust Fund	4,035
Beautification and Landscape Trust Fund	584,880
Nuisance Abatement Assessment Fund	120,691
Crime Prevention Trust Fund	75,427
General Trust Fund	393,793
Parking Deviation Fund	82,768
General Construction Fund	28,762,106
General Obligation Debt Service Fund	4,716,310
Total governmental activities restricted assets	<u>\$ 42,511,616</u>

Business-type Activities

	Water and Sewer Fund	Solid Waste Fund	Total
Customer deposits	\$ 566,925	\$ 4,998	\$ 571,923
Bond construction accounts	709,553	-	709,553
Revolving loan covenant accounts	1,178,354	-	1,178,354
Total business-type activities restricted assets	<u>\$ 2,454,832</u>	<u>\$ 4,998</u>	<u>\$ 2,459,830</u>

B. Restricted Net Position

Restricted net position in the government-wide statements include the following:

<u>Purpose</u>	<u>Amount</u>
Improvements to and programs within the Community Redevelopment Area	\$ 4,678,113
State Housing Initiative/Neighborhood Stabilization Grant Programs	320,882
Roadway improvements/parking system improvements	2,470,041
Human services	3,751,196
Confiscated property seizures/code enforcement fines for crime prevention	2,975,856
Beautification and landscape projects	1,640,017
Parks and recreation programs	187,147
Perpetual care and general reserve operations for cemeteries	1,492,547
Debt service	4,252,912
Total restricted net position - governmental activities	<u>21,768,711</u>
Restricted for debt service (Water and Sewer Fund)	<u>1,178,354</u>
Total restricted net position - business-type activities	<u>1,178,354</u>
Total government-wide restricted net position	<u>\$ 22,947,065</u>

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE IV. OTHER INFORMATION

C. Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; employee health; and natural disasters. Liability claims in the State of Florida are limited to some extent by Chapter 768.28 of the Florida Statutes, under the Doctrine of Sovereign Immunity. The General Fund provides coverage of up to \$175,000 per participant for employee health claims. The General Fund also provides coverage for workers compensation claims. The City retains the risk of loss up to \$200,000 for general liability claims. For property damage, the City has a deductible of \$500,000 for flood damage and \$5,000 for all other perils. For all other risks of loss, the City has purchased an excess coverage insurance policy covering individual claims in excess of these specified amounts. Settled claims did not exceed the commercial coverage in any of the past three fiscal years.

Various funds of the City participate in the risk management program and make payments to the General Fund based on estimates of the amounts needed to cover costs of current year's claims. Claim expenditures and liabilities are reported when it is probable and a loss can be reasonably estimated. These losses include an estimate of claims that have been incurred but not reported (IBNRs). Claim liabilities are based upon the estimated ultimate cost of settling the claims including specific, incremental claim adjustment expenses, salvage, and subrogation and considering the effects of inflation and recent claim settlement trends including frequency and amount of payouts and other economic and social factors.

At September 30, 2020, the amount of these liabilities was \$7,377,402. Changes in the reported liability since October 1, 2019 resulted from the following:

<u>Fiscal Year</u>	<u>Claims Payable October 1</u>	<u>Current Year's Claims and Changes in Estimates</u>	<u>Claims Payments</u>	<u>Liability September 30</u>
2020	\$ 7,829,171	\$ 2,832,319	\$ (3,284,088)	\$ 7,377,402
2019	\$ 5,607,794	\$ 8,250,421	\$ (6,029,044)	\$ 7,829,171

D. Contingent Liabilities

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally, the federal and state agencies. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds.

At September 30, 2020, portions of some Federal Emergency Management Agency ("FEMA") claims for approximately \$1.9 million were determined, through a review by the Office of the Inspector General, to be overfunded. The City's position is, the expenditures were proper, had been fully reviewed and approved by FEMA representatives at the State and Federal levels, and will be ultimately approved by FEMA. The City and FEMA came to an agreement to offset the over expenditures against current claims. As of September 30, 2020 the City has an outstanding amount of \$883,000 to be utilized against future claims.

The City is currently the defendant in a number of litigation issues and claims that arose in the normal course of operations. City management has indicated that they intend to vigorously defend such matters, the ultimate outcome of which, in the opinion of management, will not have a significant adverse effect on the financial condition of the City.

E. Defined Benefit Pension Plans

1. Plan Description

The City of Deerfield Beach, as a single-employer, maintains three defined benefit pension plans covering full-time firefighters employed by the City prior to October 1, 2011, police officers employed by

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE IV. OTHER INFORMATION

E. Defined Benefit Pension Plans

1. Plan Description

the City prior to January 13, 1990, and non-uniformed employees hired before April 17, 1990. The Deerfield Beach Municipal Firefighters' Pension Trust Fund (the Fire Pension Plan), the City of Deerfield Beach Police Officers' Retirement Plan (the Police Pension Plan) and the City of Deerfield Beach Non-Uniformed Employees' Retirement Fund (the Non-uniformed Pension Plan) are individual plans administered for each of three employee categories: fire, police and non-uniformed personnel. Each plan is governed by its own board of trustees, which is responsible for establishing employee benefit provisions within the framework of Chapters 175 and 185 of the Florida Statutes and local ordinances. Retirement, disability and death benefits and annual cost-of-living adjustments are provided by all three plans to members and beneficiaries. New members are no longer admitted to any of the three defined benefit plans.

The financial statements for the City's pension plans are prepared using the accrual basis of accounting. Contributions from plan members are recognized in the period in which the contributions are due. The City's contributions are recognized when due and when a formal commitment to provide the contributions has been made. Benefits and refunds are recognized when due and payable in accordance with the terms of each individual plan. All plan investments are reported at fair value with the exception of money market funds which are reported at amortized cost. Securities traded on a national exchange are valued at the last reported sales price on the plan's fiscal year end. Securities without an established market price are reported at estimated fair value.

The Fire Pension Plan, as well as the Police Officers' Retirement Plan, issue publicly available financial reports that include financial statements and required supplementary information. The reports for the Police Officers' Retirement Plan may be obtained by writing or calling the following: Pension Resource Center, 4360 Northlake Blvd., Suite 206, Palm Beach Gardens, FL 33410; (561) 624-3277. The reports for the Fire Pension Plan may also be obtained by contacting the following: Freiman Little Actuaries, LLC; 4105 Savannahs Trail; Merritt Island, FL 32953; (321) 453-6542.

The Non-uniformed Employees' Retirement Plan also issues publicly available financial reports. These reports may be obtained via written request to the following: Benefits USA, Inc., 3810 Inverrary Blvd, Suite 302, Lauderhill, Florida 33319; or by calling (800) 425-2454.

On January 13, 1990 the police officers of the City of Deerfield Beach merged with the Broward County Sheriff's Office. State law provides that these officers, who are now employees of the Broward County Sheriff's Office, could make an irrevocable election to remain in the City's pension plan. On October 1, 2012, the firefighters of the City of Deerfield Beach also merged with the Broward Sheriff's Office. Like the police officers, they were also allowed to make an irrevocable election to remain in the City's pension plan or join the Florida Retirement System.

2. Funding Policy

The Board of trustees of each plan establishes and may amend the contribution requirements of plan members and of the City.

The Fire Pension Fund, as well as the Police Pension Fund, is partially funded by contributions from the State of Florida. The state's contribution to the pension funds consists of excise taxes collected on fire and casualty insurance premiums on policies written within the City limits. For fiscal year 2020, the state contributed \$632,681 and \$743,420 to the Fire Pension and Police Pension Funds, respectively. On-behalf payments of fringe benefits and salaries for the City's employees were recognized as revenues and expenditures during the period.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE IV. OTHER INFORMATION

E. Defined Benefit Pension Plans

2. Funding Policy

Information regarding fiscal year 2020 participant data for the three pension plans is as follows:

	Fire	Police	Non-uniformed	Total
Plan membership as of actuarial valuation date	10/01/2019	10/01/2019	10/01/2019	
Inactive members or beneficiaries currently receiving benefits	138	74	122	334
Inactive members entitled to but not yet receiving benefits	0	0	0	0
Active member	60	0	1	61
	<u>198</u>	<u>74</u>	<u>123</u>	<u>395</u>

Covered employees in the fire and non-uniformed defined benefit plans are required to contribute 9% of their gross salary. Beginning on January 13, 1990, participants in the police pension plan were no longer required to contribute to the plan. The member's contribution rate is fixed by the authorizing ordinance and the City's contribution rate is actuarially determined. The actuarial assumptions and three to five-year smoothed market methods were selected to fund the plans with the intent of producing future required employer contributions which remain fairly level as a percentage of covered payroll. The contribution rate for normal cost is determined using the entry age or the aggregate cost method, depending on the plan, over a 15 to 30 year period.

3. Net Pension Liability

The component of net pension liability as of October 1, 2019 (measurement date) were as follows:

	Fire	Police	Non-uniformed	Total
Total pension liability	\$ 160,290,545	\$ 63,255,619	\$ 57,953,296	\$ 281,499,460
Plan fiduciary net position	(121,106,804)	(41,388,895)	(53,689,057)	(216,184,756)
City's net pension liability	<u>\$ 39,183,741</u>	<u>\$ 21,866,724</u>	<u>\$ 4,264,239</u>	<u>\$ 65,314,704</u>
Plan fiduciary net position as a percentage of the total pension liability	75.55 %	65.43 %	92.64 %	

*The plan fiduciary net position above does not agree to the beginning plan fiduciary net position presented in the statement of changes in fiduciary net position. The difference of \$13,700 was caused by an adjustment that was made after the Actuary finalized their report.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE IV. OTHER INFORMATION

E. Defined Benefit Pension Plans

	Fire	Police	Non-uniformed
Total pension liability - beginning	\$ 154,893,179	\$ 61,673,955	\$ 60,535,559
Changes for the year:			
Service cost	3,114,673	-	70,591
Interest	11,505,441	4,043,732	4,047,412
Difference between expected and actual experience	(1,130,384)	(1,730,593)	(2,011,107)
Change in benefit terms	-	3,072,186	-
Change of assumptions	509,219	726,498	882,797
Share plan allocation	-	539,589	-
Benefit payments	(8,601,583)	(5,069,748)	(5,571,956)
Net change in total pension liability	5,397,366	1,581,664	(2,582,263)
Total pension liability - ending (a)	160,290,545	63,255,619	57,953,296
Plan fiduciary net position - beginning	119,214,394	43,182,442	55,602,268
Contributions - employer	5,988,490	2,160,331	1,546,408
Contributions - State of Florida	649,209	745,040	-
Contributions - employee	853,718	-	20,200
Net investment income	3,253,915	455,951	2,195,349
Benefit payments	(8,601,583)	(5,069,748)	(5,571,956)
Administrative expenses	(251,339)	(85,121)	(103,212)
Net change in plan fiduciary net position	1,892,410	(1,793,547)	(1,913,211)
Plan fiduciary net position - ending (b)	\$ 121,106,804	\$ 41,388,895	\$ 53,689,057
Net pension liability (a-b)	\$ 39,183,741	\$ 21,866,724	\$ 4,264,239
Plan fiduciary net position as a percentage of total pension liability	75.55 %	65.43 %	92.64 %

4. Significant Actuarial Assumptions

The total pension liability was determined by an actuarial valuation as of October 1, 2019.

Assumptions	Fire Pension	Police Pension	Non-Uniformed
Inflation	2.42%	N/A	2.00%
Salary increases	5.2% to 11%	N/A	6.00% per year
Investment rate of return	7.50%	6.50%	6.80%
Mortality	RP-2000 fully generational with scale BB	RP-2000 Table with no RP-2000 Disabled Table for disabled lives projection Disabled Lives: RP-2000 disabled males and females,	RP-2000 Mortality tables, fully generational with scale BB Age 64 with 10 years of service or age 55 with 25 years of service
Retirement age	N/A	N/A	

5. Pension Discount Rate

The discount rate used to measure the total pension liability was 7.50%, 6.50%, and 6.80% for the Fire, Police, and Non-Uniformed Pension plans respectively. This is a single rate that reflects the long-

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE IV. OTHER INFORMATION

E. Defined Benefit Pension Plans

5. Pension Discount Rate

term expected rate of return on Pension plan investments expected to be used to finance the payment of benefits, including inflation. The projection of cash flows used to determine the discount rate assumed member contributions are made at 9% of pay and City contributions will be made in an amount equal to the difference between the actuarially determined contributions and member contributions. Fiduciary net position is projected to be sufficient to make projected benefit payments, for purposes of this determination.

Sensitivity of the net pension liability to changes in the discount rate follows for each plan:

Net Pension Liability

		Fire Pension Plan		
		1% Decrease	Current Discount Rate	1% Increase
Percent		6.50%	7.50%	8.50%
Net pension liability		\$53,727,924	\$36,570,059	\$22,251,958

		Police Pension Plan		
		1% Decrease	Current Discount Rate	1% Increase
Percent		5.50%	6.50%	7.50%
Net pension liability		\$31,545,842	\$24,147,070	\$17,986,753

		Non-uniformed Pension Plan		
		1% Decrease	Current Discount Rate	1% Increase
Percent		5.80%	6.80%	7.80%
Net pension liability		\$8,709,806	\$4,109,772	\$128,451

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE IV. OTHER INFORMATION

E. Defined Benefit Pension Plans

6. Investments - Long-Term Expected Rate of Return

The long-term expected rate of return on pension plan investments was determined by using a building-block method. Best estimate ranges of expected future real rates of return (expected returns net of investment expense and inflation) are developed for each major asset class. The long-term expected rate of return on investments is the best-estimate ranges weighted by the asset allocation plus expected inflation. Best estimates of arithmetic real rates of return for each major asset class as provided by the investment monitor for the Fire, Police and non-uniformed pension plans, respectively, are shown below.

Fire

Asset Class	Long-Term Expected Real Rate of Return
Domestic equity	8.47%
International equity	4.07%
Bonds	3.74%
Convertibles	7.91%
Private real estate	4.95%
Infrastructure	6.39%
Cash	0.47%

Police

Asset Class	Long-Term Expected Real Rate of Return
Domestic equity	7.50%
International equity	8.50%
Domestic bonds	2.50%
International bonds	3.50%
Real estate	4.50%

Non-Uniformed

Asset Class	Long-Term Expected Real Rate of Return
Large cap value equity	6.70%
Large cap growth equity	7.16%
Small cap core equity	7.48%
International equity	6.20%
Hedge fund	3.95%
Core private real estate	6.27%
Core fixed income	1.83%

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE IV. OTHER INFORMATION

E. Defined Benefit Pension Plans

7. Asset Allocation

The tables below indicate the fund investment policy targets, and actual asset allocations as of October 1, 2019:

Fire		
	Asset Class	Investment Policy
	Fixed income	12-60%
	International equity	10-25%
	Large-cap core	3-13%
	Large-cap value	3-13%
	Large-cap growth	3-13%
	Mid cap core	5-9%
	Small cap value	3-7%
	Convertibles	6-11%
	Defensive equity 50/50	3-10%
	Infrastructure	2-7%
	Real estate	0-17%
	Cash and cash equivalents	0-2%
Fire		
	Asset Class	Actual Allocation
	Fixed income	15.6%
	International equity	19.7%
	Large-cap core	11.2%
	Large-cap value	0.0%
	Large-cap growth	13.0%
	Mid cap core	7.4%
	Small cap value	3.9%
	Convertibles	11.3%
	Defensive equity 50/50	0.0%
	Infrastructure	1.0%
	Real estate	14.9%
	Cash and cash equivalents	2.0%

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE IV. OTHER INFORMATION

E. Defined Benefit Pension Plans

7. Asset Allocation

Police

Asset Class	Investment Policy
Domestic equity	40-55%
International equity	10-20%
Fixed income	15-35%
Real estate fund	5-17%
Cash and cash equivalents	0-5%

Police

Asset Class	Actual Allocation
Domestic equity	46.00%
International equity	15.00%
Fixed income	20.00%
Real estate fund	18.00% (1)
Cash and cash equivalents	1.00%

(1) Per Audited statement (pg 6)

Non-Uniformed

Asset Class	Investment Policy
Domestic equity	30-65%
International equity	5-15%
Fixed income	20-40%
Hedge funds	0-10%
Real estate fund	0-10%
Cash and cash equivalents	Minimal

Non-Uniformed

Asset Class	Actual Allocation
Domestic equity	44.30%
International equity	9.40%
Fixed income	29.40%
Hedge funds	5.30%
Real estate fund	10.00%
Cash and cash equivalents	1.60%

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE IV. OTHER INFORMATION

E. Defined Benefit Pension Plans

8. Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

Pension expense and deferred outflows and deferred inflows of resources related to pensions: The net pension liability was measured as of September 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of October 1, 2018. The City reported deferred outflows of resources and deferred inflows of resources from the following sources:

Description	Deferred Outflows (Inflows)		
	Police	Fire	Non-Uniformed
Contributions subsequent to the measurement date	\$ 2,961,977	\$ 6,680,140	\$ 1,412,726
Difference between expected and actual experience	-	(469,301)	-
Change in assumptions	-	334,112	-
Difference between expected and actual earnings on investments	(89,498)	3,737,861	432,627
Total deferred outflows (inflows)	<u>\$ 2,872,479</u>	<u>\$ 10,282,812</u>	<u>\$ 1,845,353</u>

The deferred outflows of resources resulting from City contributions to the pension plans subsequent to the measurement date will be recognized as a reduction of the net pension liability in the subsequent year. The amount reported as a deferred inflow/outflow of resources related to the pension will be recognized in pension expense over the four remaining years as follows:

Fiscal Year Ending September 30	Police	Fire	Non-Uniformed
2021	\$ (464,567)	\$ 632,748	\$ (101,730)
2022	(269,691)	671,532	(11,353)
2023	189,200	1,172,582	256,528
2024	455,560	1,125,810	289,182
Total	<u>\$ (89,498)</u>	<u>\$ 3,602,672</u>	<u>\$ 432,627</u>

F. Defined Contribution Plan

The City has a defined contribution plan that was established on April 17, 1990 via Ordinance No. 1990-025. This plan covers all full-time employees who are not members of the City's defined benefit pension plans, previously described. This plan was established under the provisions of Section 401(a) of the Internal Revenue Code. The City has authorized the City Commission to establish and amend all plan provisions. The assets of the plan are self-directed, and investment results are reported to participants/employees on a quarterly basis. In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment returns thereon. The City does not have fiduciary accountability for the plan and, accordingly, the plan is not reported in the accompanying financial statements.

The City contributed 8% of salaries to the plan on a bi-weekly basis, for a contribution for the year ending September 30, 2020 of \$1,731,735. The plan requires a 4% match of all participants. Plan participants become fully vested in the plan after five years of service. Total member contributions for the fiscal year

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE IV. OTHER INFORMATION

F. Defined Contribution Plan

totaled \$877,952.

G. Deferred Compensation Plan

The City offers certain employees the opportunity to participate in a deferred compensation plan that was created on December 1, 1987, via resolution C1987/114. This plan was established in accordance with Section 457 of the Internal Revenue Code. The plan permits employees to defer a portion of their salaries until future years. At the employee's election, such amounts may be invested in mutual funds with varying degrees of risk and return. Loans may be taken against an employee's account for specified purposes. All amounts of compensation deferred under a "Section-457" plan, all property and rights purchased with those amounts, and all investment earnings, are held in trust for the exclusive benefit of the plan's participants and their beneficiaries. Since the City has no control over these assets, they are not reflected in the City's financial statements.

The International City Management Association Retirement Corporation acts as agent for the employees in administering both the defined contribution as well as the deferred compensation plans described above.

H. Community Redevelopment Agency

Pursuant to Florida Statute 163.387, listed below is a summary of the sources and amounts of deposits to, and the purpose and amounts of withdrawals from, the Community Redevelopment Agency Funds (CRA) for the fiscal year ended September 30, 2020:

	<u>Deposits</u>	<u>Withdrawals</u>
Source of deposits:		
Tax increment revenues	\$ 4,310,904	\$ -
Investment income	36,497	-
Other revenue	12	-
Purpose of withdrawals:		
Debt service - principal	-	904,579
Other contractual	-	215,341
Administrative and overhead	-	1,691,057
Economic development	-	1,684,114
Supplies	-	11,379
Total	<u>\$ 4,347,413</u>	<u>\$ 4,506,470</u>

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE V. COST SHARING DEFINED BENEFIT PLANS

Effective November 6, 2001, the City of Deerfield Beach commenced participation in the Florida Retirement System (FRS), a cost-sharing multiple employer Public Employee Retirement System (PERS). There are two defined benefit plans as part of the Florida Retirement System. The FRS is a cost-sharing, multiple-employer defined benefit pension plan with a Deferred Retirement Option Program (DROP) for eligible employees. The Health Insurance Subsidy Program (HIS) is a cost-sharing, multiple-employer defined benefit pension plan. The FRS and HIS were created by the Florida Legislature and are administered by the State of Florida.

Only Elected members of the City Commission are eligible to enroll as members of the State-administered FRS. Provisions relating to the FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in detail. Such provisions may be amended at any time by further action from the Florida Legislature.

The FRS is a single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of the two cost-sharing, multiple-employer defined benefit plans and other nonintegrated programs. A comprehensive annual financial report of the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from the Florida Department of Management Services' website:

(http://www.dms.myflorida.com/workforce_operations/retirement/publications).

A. Plan Description

FRS Pension Plan

The FRS Pension Plan (Plan) is a cost-sharing multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program (DROP) for eligible employees. Only Elected Officials participate in this plan.

Employees enrolled in the Plan prior to July 1, 2011, vest at six years of creditable service and employees enrolled in the Plan on or after July 1, 2011, vest at eight years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service (except for members classified as special risk who are eligible for normal retirement benefits at age 55 or at any age after 25 years of service). All members enrolled in the Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service (except for members classified as special risk who are eligible for normal retirement benefits at age 60 or at any age after 30 years of service). Members of the Plan may include up to 4 years of credit for military service toward creditable service.

The Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments to eligible participants.

DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the Plan to defer receipt of monthly benefit payments while continuing employment with an FRS employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

HIS Plan

The Retiree Health Insurance Subsidy Program (HIS Plan) is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of the State-administered retirement systems in paying their health insurance costs and is administered by the Division

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE V. COST SHARING DEFINED BENEFIT PLANS

A. Plan Description

HIS Plan

of Retirement within the Florida Department of Management Services.

B. Benefits Provided

FRS Pension Plan

Benefits under the Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. Members are eligible for in-line-of-duty or regular disability and survivors' benefits. The following chart shows the percentage value for each year of service credit earned:

Elected Officers' Class: 3.00%

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3 percent per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3 percent determined by dividing the sum of the pre-October 2011 service credit by the total service credit at retirement multiplied by 3 percent. Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

HIS Plan

For the fiscal year ended September 30, 2020 eligible retirees and beneficiaries received a monthly HIS payment of \$5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of \$30 and a maximum HIS payment of \$150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

C. Contributions

FRS Pension Plan

The Florida Legislature establishes contribution rates for participating employers and employees. Employees are required to contribute 3% of gross salary. Employer contribution is based on class. For the fiscal year ended September 30, 2020, the contribution rate for Elected Officers' Class for the period July 1, 2019 through June 30, 2020 and from July 1, 2020 through September 30, 2020 was 48.82% and 49.59% percent, respectively.

The City's contributions for FRS totaled \$75,472 and employee contributions totaled \$5,148 for the fiscal year ended September 30, 2020.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE V. COST SHARING DEFINED BENEFIT PLANS

C. Contributions

HIS Plan

The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended September 30, 2020, the HIS contribution was 1.66 percent. The City contributed 100 percent of its statutorily required contributions for the current year and preceding three years. The HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled.

D. Pension Liabilities, Pension Expense, and Deferred Outflows/Inflows of Resources Related to Pensions

At September 30, 2020, the City reported liabilities of \$984,503 for its proportionate share of the FRS net pension liability and \$60,478 for the HIS net pension liability. The net pension liability was measured as of June 30, 2020, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2019. The City's proportionate share of the net pension liability was based on the City's fiscal year 2020 contributions relative to the fiscal year 2019 contributions of all participating members.

For the fiscal year ended September 30, 2020, the City recognized pension expense of \$152,790. In addition, the City reported, in the government-wide financial statements, deferred outflows of resources and deferred inflows of resources related to both plans from the following sources:

<u>Description</u>	Deferred Outflows of Resources		
	FRS	HIS	Total
Differences between expected and actual experience	\$ 37,679	\$ 2,474	\$ 40,153
Change of assumptions	178,226	6,503	184,729
Net difference between projected and actual earnings on plan investments	58,618	48	58,666
City contributions subsequent to measurement date	17,437	655	18,092
Total deferred outflows of resources	<u>\$ 291,960</u>	<u>\$ 9,680</u>	<u>\$ 301,640</u>

<u>Description</u>	Deferred Inflows of Resources		
	FRS	HIS	Total
Differences between expected and actual experience	\$ -	\$ (47)	\$ (47)
Change of assumptions	-	(3,517)	(3,517)
Total deferred inflows of resources	<u>\$ -</u>	<u>\$ (3,564)</u>	<u>\$ (3,564)</u>

The deferred outflows of resources related to pensions, totaling \$18,092, resulting from City contributions subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the subsequent fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE V. COST SHARING DEFINED BENEFIT PLANS

D. Pension Liabilities, Pension Expense, and Deferred Outflows/Inflows of Resources Related to Pensions

Fiscal Year Ending September 30	Employer Share of Deferred Outflows/Deferred Inflows		
	FRS	HIS	Total
2021	\$ 56,573	\$ 1,512	\$ 58,085
2022	88,109	1,121	89,230
2023	74,892	306	75,198
2024	44,771	711	45,482
2025	10,180	969	11,149
Thereafter	-	842	842
Total	<u>\$ 274,525</u>	<u>\$ 5,461</u>	<u>\$ 279,986</u>

E. Actuarial Assumptions

Actuarial assumptions for both cost-sharing defined benefit plans are reviewed annually by the Florida Retirement System Actuarial Assumptions Conference. The FRS plan has a valuation performed annually. The HIS Program has a valuation performed biennially that is updated for GASB reporting in the year a valuation is not performed. The total pension liability was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Mortality table	Generational PUB-2010 with	
Experience study	Projection Scale MP-2018	
Actuarial cost method	7/1/13 - 6/30/18	
	Individual entry age normal	
	FRS	HIS
Investment rate of return	6.80 %	2.21 %
Projected salary increases	3.25 %	3.25 %
Inflation	2.40 %	2.40 %

F. Long-term Expected Rate of Return

FRS Pension Plan

The long-term expected rate of return on the plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption. The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0%	2.2%	2.2%	1.2%
Fixed income	19.0%	3.0%	2.9%	3.5%
Global equity	54.2%	8.0%	6.7%	17.1%
Real estate (property)	10.3%	6.4%	5.8%	11.7%
Private equity	11.1%	10.8%	8.1%	25.7%
Strategic investments	4.4%	5.5%	5.3%	6.9%
	<u>100%</u>			
Assumed inflation-mean			2.4%	1.7%

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE V. COST SHARING DEFINED BENEFIT PLANS

F. Long-term Expected Rate of Return

FRS Pension Plan

Note: As outlined in the Plan's investment policy.

G. Discount Rate

The discount rate used to measure the total pension liability was 6.90% for the FRS plan. The fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return.

The HIS program uses a pay as you go funding structure, so therefore, the depletion date is considered to be immediate and the single equivalent discount rate is equal to the municipal bond rate. The municipal bond rate of 3.50% was used to determine the total pension liability for the program. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

H. Sensitivity of the City's Proportionate Share of the Net Position Liability to Changes in the Discount Rate

The following table presents the sensitivity of the City's proportionate share of the net pension liability to changes in the discount rate. The sensitivity analysis shows the impact to the City's proportionate share of the net pension liability if the discount rate was 1.00% lower or 1.00% higher than the current discount rate at June 30, 2020.

	City's Proportionate Share of the Net Pension Liability		
	1% Decrease	Current Discount Rate	1% Increase
Pension Plan	5.80%	6.80%	7.80%
FRS	\$ 1,572,086	\$ 984,503	\$ 493,751

	1% Decrease	Current Discount Rate	1% Increase
	1.21%	2.21%	3.21%
Pension plan			
HIS	\$ 69,909	\$ 60,478	\$ 52,758

I. Pension Plan Fiduciary Net Position

Detailed information about the fiduciary net position of both benefit plans are available in the separately issued FRS Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE V. COST SHARING DEFINED BENEFIT PLANS

J. Summary of Pension Expense, Deferred Outflows/Inflows of Resources Related to all Pensions of the City

For the year ended September 30, 2020, the City recognized pension expense of \$13,466,590 as the result of GASB Statement No. 68. Deferred outflows and inflows of resources and Net Pension Liability related to pensions are as follows.

	Non-Uniformed Pension	Police Pension	Fire Pension	FRS/HIS Pension	Total
Deferred outflows	\$ 2,569,457	\$ 2,961,977	\$ 11,827,418	\$ 301,641	\$ 17,660,493
Deferred inflows	(724,104)	(89,498)	(1,544,606)	(3,563)	(2,361,771)
Net pension liability	(4,264,239)	(21,866,724)	(39,183,741)	(1,044,981)	(66,359,685)
Pension expense	204,437	3,859,287	9,077,797	325,069	13,466,590

NOTE VI. OTHER POST EMPLOYMENT BENEFITS

A. Plan Description

The City of Deerfield Beach's Retiree Health Care Plan (Plan) is a single employer defined benefit postemployment health care plan that covers eligible retired employees of the City. The Plan, which is administered by the City, allows employees who retire and meet retirement eligibility requirements under one of the City's retirement plans to continue health and life insurance coverage as a participant in the City's plan. For purposes of applying Paragraph 4 under Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions, the Plan does not meet the requirements for an OPEB plan administered through a trust.

Benefit Description and Funding Policy

The City provides a single employer defined benefit post-employment health insurance benefit to its general employees, firefighters and police officers who are members of the Deerfield Beach Municipal Police Officers' Retirement Trust Fund. The City offers three fully-insured PPO plans to retirees. The City pays the premiums for the retiree only until the age of 65. The retiree pays the premium for an optional Medicare Supplementary coverage offered to post-65 retirees. Spouses of retired participants are eligible to participate in the retiree health care plan. Coverage continues to surviving spouses of deceased retirees for firefighters only. Coverage is terminated for spouses of all other retirees upon the death of the retiree.

Pursuant to Section 112.0801, Florida Statutes, general employees, firefighters and police officers who retire from the City may continue their participation in a City-sponsored health and/or dental insurance plan at the same premiums applicable to active employees. Since retiree claims are expected to result in higher costs to the plan, on average, than those for active employees on an actuarial basis, there is an implicit subsidy included in the premiums for the retirees.

Investments. The OPEB plan does not have a formal investment policy. The City uses the Pay-As-You-Go-Approach of funding to provide benefits to participants of the plan.

Benefits. Benefit provisions and City contribution requirements are established and may be amended by the City Commission. The City currently provides direct subsidies for certain retirees by paying a portion of the retiree's premium for individual coverage. As of September 30, 2019, there were 211 retired employees receiving a monthly benefit with an additional 357 eligible for participation in the future.

Employees Covered by benefit terms. As of September 30, 2018, the following employees were covered by the benefit terms:

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE VI. OTHER POST EMPLOYMENT BENEFITS

A. Plan Description

Inactive Plan Members, or Beneficiaries Currently Receiving Benefits	211
Inactive Plan Members Entitled to But Not Yet Receiving Benefits	-
Active Plan Members	<u>357</u>
Total	<u>568</u>
Covered Employee Payroll	\$22,571,016
City's Total OPEB Liability as a percentage of Covered Employee Payroll	141.99 %

B. Schedule of Changes in Total OPEB Liability

The City's Total OPEB Liability (TOL) was measured as of September 30, 2019, and was determined by an actuarial valuation as of September 30, 2018. As of September 30, 2020, the reported TOL of \$32,048,147, represents 142% of the covered payroll. The components of TOL are as follows:

Balance at 10/1/2019	\$ 30,482,709
Changes for the Year	
Service cost	1,487,838
Interest	1,138,573
Differences between expected and actual experience	-
Changes in assumptions or other inputs	333,615
Changes of Benefit terms	-
Benefit Payments	<u>(1,394,588)</u>
Net changes	<u>1,565,438</u>
Balance at 09/30/2020	<u>\$ 32,048,147</u>
Covered Employee Payroll	\$ 22,571,016

*Covered payroll is based on pay provided for the September 30, 2019 Actuarial Valuation projected to September 30, 2020. GASB Statement No. 75 requires actual covered payroll for the measurement period.

C. Discount Rate and Sensitivity Disclosures

Discount Rate

The City's OPEB plan does not have a GASB compliant trust; therefore, the discount rate equals the tax exempt municipal bond rate based on an index of 20-year general obligation bonds with an average AA credit rating as of the measurement date.

A discount rate of 3.58% was used to measure the September 30, 2019 Total OPEB Liability. A discount rate of 3.58% was used for the beginning of the measurement period. These rates are based on the Fidelity 20-Year Municipal GO AA Index - daily rate closest or equal to but not later than the respective measurement dates.

Sensitivity of the Total OPEB Liability to the Discount Rate Assumption

The chart below represents the total OPEB liability of the City, calculated using the 3.58%, discount rate, as well as what the total OPEB liability would be if it were calculated using a discount rate that is 1-

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE VI. OTHER POST EMPLOYMENT BENEFITS

C. Discount Rate and Sensitivity Disclosures

percentage point lower (2.58%) or 1-percentage point higher (4.58%) than the current rate.

Measurement date: September 30, 2019

	<u>1% Decrease</u>	<u>Current Discount Rate</u>	<u>1% Increase</u>
Discount Rate	2.58 %	3.58 %	4.58 %
Total OPEB Liability	\$ 38,516,081	\$ 32,048,147	\$ 27,129,526

Sensitivity of the Total OPEB Liability to the Healthcare Cost Trend Rate Assumption

The chart below represents the total OPEB liability of the City, calculated using the 4.0% to 8.0%, as well as what the total OPEB liability would be if it were calculated using a healthcare trend rate that is 1-percentage point lower (3.0% to 7.0%) or 1-percentage point higher (5.0% to 9.0%) than the current rate.

	<u>1% Decrease</u>	<u>Current Healthcare Cost Trend Rate</u>	<u>1% Increase</u>
Discount Rate	3.0% to 7.0%	4.0% to 8.0%	5.0% to 9.0%
Total OPEB Liability	\$ 26,935,049	\$ 32,048,147	\$ 38,940,643

D. Actuarial Assumptions and Other Inputs

The Total OPEB Liability was determined based on several actuarial assumptions using the Actuarial Cost Method. Total OPEB liability was calculated by an actuarial valuation as of September 30, 2018, with a measurement date of September 30, 2019, using the following assumptions, applied to all prior periods included in the measurement:

Measurement Date	9/30/2019
Actuarial valuation date	9/30/2018
Inflation	2.50%
Salary increases	6.00%
Discount Rate	3.58%
Projected salary increases	4.0% - 8.0%
Healthcare cost trend rates	8.0% based on the Getzen Model
Retirees' share of benefit-related costs	Retirees pay various portions of full blended premium for individual coverage.

Discount rate - based on the Fidelity 20-Year Municipal GO AA Index

Mortality rates – Healthy members based on various RP-2000 mortality tables with varying collar

adjustments and generational mortality improvements with Scale BB. Disabled Employees based on RP-2000

Disabled mortality tables setback 4 years for males and set forward 2 years for females with no projected improvements.

Experience Study – The actuarial assumptions used in the October 1, 2016 actuarial valuation for certain members are based upon results of experience studies conducted by the Florida Retirement System as of

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2020

NOTE VI. OTHER POST EMPLOYMENT BENEFITS

D. Actuarial Assumptions and Other Inputs

2014.

**E. Statement of OPEB Expense and Deferred Outflows/Inflows of Resources
Related to OPEB under GASB Statement No. 75**

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB
- Reporting Date.

Negative OPEB Expense for Fiscal Year Ended September 30, 2020 \$ (2,290,059)

Summary of Outstanding Deferred Inflows and Outflows of Resources related to OPEB.

For the fiscal year ended September 30, 2020, the City reported deferred outflows and inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between actual and expected experience	\$ -	\$16,553,696
Changes of assumptions	1,224,428	1,836,431
Employer contributions subsequent to measurement date	1,508,655	-
Total	<u>\$ 2,733,083</u>	<u>\$18,390,127</u>

The Summary of Deferred Outflows and (Inflows) of Resources Related to OPEB that will be recognized in OPEB expense are as follows:

Deferred inflows of resources of \$18,390,127 are the result of a change in assumption which decreased the Total OPEB liability, and of which \$(5,682,649) was recognized in OPEB expense at September 30, 2020. The remainder of the balance will be recognized in OPEB expense as follows:

Fiscal Year Ending September 30,	Amount
2021	\$ (5,682,649)
2022	(3,846,217)
2023	(3,846,217)
2024	(3,846,218)
2025	55,601
	<u>\$ (17,165,700)</u>

Required Supplementary Information

City of Deerfield Beach, Florida
Required Supplementary Information
General Fund
Budgetary Comparison Schedule (Non-GAAP Budgetary Basis - Unaudited)
For the Year Ended September 30, 2020

	Budgeted Amounts		(Budgetary Basis) Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
Property taxes	\$ 43,419,035	\$ 43,419,035	\$ 44,281,635	\$ 862,600
Sales Taxes	6,783,531	6,783,531	6,179,244	(604,287)
Fire assessment fees	12,824,429	12,824,429	13,687,279	862,850
Franchise fees	7,639,266	7,639,266	7,365,570	(273,696)
Utility Tax	8,489,807	8,489,807	8,421,784	(68,023)
Licenses and permits	773,952	773,952	1,280,574	506,622
Intergovernmental	3,603,533	3,603,533	3,731,734	128,201
Charges for services	10,011,053	10,011,053	8,757,750	(1,253,303)
Fines and forfeitures	1,054,369	1,054,369	1,040,747	(13,622)
Investment earnings	480,000	480,000	641,338	161,338
Miscellaneous:				
Donations/contributions	497,000	497,000	380,706	(116,294)
Administrative fees	8,111,049	8,111,049	8,111,049	-
Other	196,200	196,200	1,645,648	1,449,448
Total revenues	103,883,224	103,883,224	105,525,058	1,641,834
Expenditures				
Departmental:				
City commission	372,754	372,754	347,888	24,866
City manager	931,532	931,532	653,937	277,595
City clerk	606,032	606,032	529,014	77,018
City attorney	620,000	620,000	565,351	54,649
Central services	2,733,200	2,733,200	2,873,028	(139,828)
Parks & recreation	13,043,271	13,043,271	10,860,066	2,183,205
Fire/rescue	35,206,357	35,206,357	36,157,110	(950,753)
Human resources	930,324	930,324	699,914	230,410
Insurance/safety	287,999	287,999	(2,240,516)	2,528,515
Financial services	2,374,752	2,374,752	2,181,261	193,491
Planning and development services	2,461,821	2,461,821	2,431,865	29,956
Information technology services	2,542,751	2,542,751	2,443,639	99,112
Police	28,207,677	28,207,677	27,522,486	685,191
Sustainable management	3,733,914	3,733,914	3,828,796	(94,882)
Senior services	3,011,709	3,011,709	2,384,536	627,173
Community development	1,270,734	1,270,734	1,174,019	96,715
Economic development	402,206	402,206	311,485	90,721
Public affairs and marketing	504,273	504,273	445,998	58,275
Ocean rescue	2,096,253	2,096,253	1,995,741	100,512
Community participation	95,000	95,000	90,300	4,700
Other - unclassified	3,745,682	3,745,682	4,010,420	(264,738)
Debt service	388,370	388,370	339,061	49,309
Total expenditures	105,566,611	105,566,611	99,605,399	5,951,812
Excess (deficiency) of revenues over (under) expenditures	(1,683,387)	(1,683,387)	5,919,659	7,593,646
Other financing sources (uses)				
Capital lease	2,378,700	2,378,700	1,838,622	(540,078)
Transfers in	2,133,272	2,133,272	1,552,392	(580,880)
Transfers out	(5,050,281)	(7,391,557)	(7,391,557)	-
Total other financing sources (uses)	(538,309)	(2,879,585)	(4,000,543)	(1,120,958)
Net change in budgetary fund balance	\$ (2,221,696)	\$ (4,562,972)	\$ 1,919,116	\$ 6,472,688

City of Deerfield Beach, Florida
Required Supplementary Information
Community Redevelopment Agency Fund
Budgetary Comparison Schedule (Non-GAAP Budgetary Basis - Unaudited)
For the Year Ended September 30, 2020

	Budgeted Amounts		(Budgetary Basis) Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
Revenues:				
Property taxes	\$ 4,032,238	\$ 4,032,238	\$ 4,027,757	\$ (4,481)
Investment earnings	50,000	50,000	36,497	(13,503)
Miscellaneous	8,500	8,500	12	(8,488)
Intergovernmental	-	-	283,147	283,147
Total revenues	<u>4,090,738</u>	<u>4,090,738</u>	<u>4,347,413</u>	<u>256,675</u>
Expenditures				
Current:				
Economic environment	2,387,785	2,387,785	1,810,695	577,090
Public Safety	55,000	55,000	52,711	2,289
Culture and recreation	187,500	187,500	70,479	117,021
Capital outlay	2,592,959	2,592,959	2,348,699	244,260
Principal retirement	-	-	835,000	(835,000)
Total expenditures	<u>5,223,244</u>	<u>5,223,244</u>	<u>5,117,584</u>	<u>105,660</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(1,132,506)</u>	<u>(1,132,506)</u>	<u>(770,171)</u>	<u>362,335</u>
Other financing sources (Uses)				
Transfers out	<u>(1,094,181)</u>	<u>(1,094,181)</u>	<u>(1,094,181)</u>	<u>-</u>
Total other financing sources (uses)	<u>(1,094,181)</u>	<u>(1,094,181)</u>	<u>(1,094,181)</u>	<u>-</u>
Net change in budgetary fund balance	<u>\$ (2,226,687)</u>	<u>\$ (2,226,687)</u>	<u>\$ (1,864,352)</u>	<u>\$ 362,335</u>

	GAAP Basis Actual	Net Encumbrances*	Non-GAAP Basis Actual
Reconciliation of Budget and Actual:			
Current expenditures	\$ 955,584	\$ 978,303	\$ 1,933,887
Capital outlay	1,621,705	726,994	2,348,699
Debt service	<u>835,000</u>	<u>-</u>	<u>835,000</u>
Total expenditures	<u>\$ 3,412,289</u>	<u>\$ 1,705,297</u>	<u>\$ 5,117,586</u>

* In the above reconciliation, "net encumbrances" represents the difference between the encumbrances outstanding as of September 30, 2020 and the outstanding encumbrances as of September 30, 2019 which were paid during fiscal year 2020.

City of Deerfield Beach, Florida
NOTES TO BUDGETARY SCHEDULE
REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2020

Note 1. STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

A. Budgetary Information

The City adopts annual operating budgets on a non-GAAP basis for the General Fund and the enterprise funds, as well as the following special revenue funds: Road and Bridge Tax Fund, Community Development Block Grant Fund, and the Community Redevelopment Agency Fund. The remaining special revenue funds are governed by grants with different fiscal periods and are funded at levels which the City has little control over or measurable knowledge of at the time it adopts the other budgets.

For budgetary control purposes, encumbrance accounting is utilized, whereas purchase orders, contracts and other financial commitments for expenditures are recorded in order to reserve that portion of the applicable appropriation. Encumbrances outstanding at year-end are reported as appropriations of fund balance, since they do not constitute expenditures or liabilities. Unless encumbered by a purchase order, the budget appropriations lapse at the end of each year.

At any time during the fiscal year, the City Manager may authorize a budget adjustment among the various line items within a department, as long as the total budget for the department does not change. Furthermore, if the City Manager certifies that there are revenues available for appropriation in excess of those estimated in the original budget, the City Commission may, by ordinance, make supplemental appropriations for the year up to the amount of such excess.

B. Reconciliation of Budget to Actual

The City adopts annual budgets on a non-GAAP basis which includes encumbrances. Actual data, accounted for on a basis consistent with GAAP, is presented in the "Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds." Actual data, accounted for on a non-GAAP basis, is presented in the "Budgetary Comparison Schedule – General Fund." Reconciliation of the actual data as presented in the aforementioned statements is shown below:

	GAAP Basis Actual	Net Encumbrances*	Non-GAAP Basis Actual
Current expenditures	\$ 87,696,926	\$ 2,994,406	\$ 90,691,332
Debt service	8,914,066	-	8,914,066
Total expenditures	<u>\$ 96,610,992</u>	<u>\$ 2,994,406</u>	<u>\$ 99,605,398</u>

*In the above reconciliation, "net encumbrances" represents the difference between the encumbrances outstanding as of September 30, 2019 and the outstanding encumbrances as of September 30, 2018, which were paid during fiscal year 2020.

City of Deerfield Beach, Florida
Required Supplementary Information
Pension Trust Funds
Schedule of Changes in City's Net Pension
Liability and Related Ratios
Fire Pension Plan

Measurement Date, September 30,	2015	2016	2017	2018	2019
Total pension liability					
Service cost	\$ 2,745,537	\$ 2,793,233	\$ 2,786,085	\$ 2,845,745	\$ 3,114,673
Interest	10,038,296	10,371,874	10,565,444	10,937,984	11,505,441
Changes of benefit terms	106,820	48,546	-	-	-
Differences between expected and actual experience	(1,414,007)	(82,819)	1,046,101	1,865,722	(1,130,384)
Changes in assumption	-	140,613	104,413	509,219	509,219
Benefit payments, including refunds of employee contributions	(7,418,254)	(6,795,446)	(9,978,487)	(9,204,187)	(8,601,583)
Refunds of member contributions	(47,544)	-	(6,856)	(17,570)	-
Net change in total pension liability	4,010,848	6,476,001	4,516,700	6,936,913	5,397,366
Total pension liability - beginning	132,952,717	136,963,565	143,439,566	147,956,266	154,893,179
Total pension liability - ending (a)	136,963,565	143,439,566	147,956,266	154,893,179	160,290,545
Plan fiduciary net position					
Contributions - employer and state	\$ 5,064,382	\$ 5,060,592	\$ 5,058,562	\$ 5,307,928	\$ 5,988,490
Contributions - State of Florida	725,199	667,147	603,646	628,008	649,209
Contributions - member	868,805	883,740	898,299	901,704	853,718
Net Investment Income	(3,188,136)	7,926,978	10,012,955	8,197,285	3,253,915
Benefit payments	(7,418,254)	(6,795,446)	(9,978,487)	(9,204,187)	(8,601,583)
Refund of member contributions	(47,544)	-	(6,856)	(17,570)	-
Administrative expense	(237,672)	(214,739)	(177,535)	(198,994)	(251,339)
Net change in plan fiduciary net position	(4,233,220)	7,528,272	6,410,584	5,614,174	1,892,410
Plan fiduciary net position - beginning	103,894,584	99,661,364	107,189,636	113,600,220	119,214,394
Plan fiduciary net position - ending	\$ 99,661,364	\$ 107,189,636	\$ 113,600,220	\$ 119,214,394	\$ 121,106,804
City's net pension liability - ending	\$ 37,302,201	\$ 36,249,930	\$ 34,356,046	\$ 35,678,785	\$ 39,183,741
Net position as percentage of the total pension liability	72.76 %	74.73 %	76.78 %	76.97 %	75.55 %
Covered payroll	\$ 9,628,949	\$ 9,659,471	\$ 10,020,449	\$ 9,485,800	\$ 8,806,379
Net pension liability as a percentage of covered payroll	387.00 %	375.28 %	342.86 %	376.13 %	444.95 %

This schedule is presented as required by accounting principles generally accepted in the United States of America. However, until a full 10-year trend is compiled, information is presented for those years available.

City of Deerfield Beach, Florida
Required Supplementary Information
Fire Pension Fund
Schedule of City Contributions

Year Ended September 30,	Actuarially Determined Contribution	Actual Contribution	Contribution Deficiency (Excess)	Covered Payroll	Actual Contribution as a % of Covered Payroll
2011	\$ 3,321,431	\$ 3,321,431	\$ -	\$ 11,314,341	29.4 %
2012	4,954,297	4,954,297	-	10,662,698	46.5 %
2013	5,908,360	5,908,360	-	10,187,273	58.0 %
2014	5,842,802	5,842,802	-	9,687,400	60.3 %
2015	5,789,681	5,789,681	-	9,628,949	60.1 %
2016	5,727,617	5,727,617	-	9,412,235	60.9 %
2017	5,662,208	5,662,208	-	9,659,471	58.6 %
2018	5,911,574	5,926,407	14,833	10,020,449	59.1 %
2019	6,606,969	6,606,969	-	9,485,800	69.7 %
2020	6,720,388	6,720,388	-	8,806,379	76.3 %

Methods and assumptions used to determine rates:

Valuation date	October 1, 2019
Notes	Actuarially determined contributions are calculated as of October 1, one year prior to the end of the fiscal year in which contributions are reported.
Actuarial Cost Method	Entry age
Amortization Method	Level dollar, closed
Remaining Amortization Period	15 years
Asset Valuation Method	5-year smoothed market
Inflation	2.0%
Salary Increases	5.2% to 11%, including inflation
Investment Rate of Return	7.50%
Mortality	RP-00 Combined Healthy White Collar + 90%, Scale BB

City of Deerfield Beach, Florida
Required Supplementary Information
Pension Trust Funds
Schedule of Changes in City's Net Pension
Liability and Related Ratios
Police Pension Fund

Measurement Date, September 30,	2013	2014	2015	2016	2017	2018	2019
Total pension liability							
Interest	\$ 3,442,333	\$ 3,367,750	\$ 3,459,881	\$ 3,359,275	\$ 3,410,810	\$ 3,836,745	\$ 4,043,732
Changes of benefit terms	-	-	2,326,603	-	-	-	3,072,186
Share Plan Allocation	-	338,294	359,314	421,602	451,648	469,049	539,589
Differences between expected and actual experience	-	-	(515,319)	223,166	332,132	58,615	(1,730,593)
Changes in assumption	-	-	-	3,535,687	7,201,737	712,839	726,498
Benefit payments, including refunds Employee Contributions	(4,508,804)	(4,585,732)	(4,749,759)	(4,838,890)	(4,826,660)	(4,860,289)	(5,069,748)
Net change in total pension liability	(1,066,471)	(879,688)	880,720	2,700,840	6,569,667	216,959	1,581,664
Total pension liability - Beginning	<u>53,251,928</u>	<u>52,185,457</u>	<u>51,305,769</u>	<u>52,186,489</u>	<u>54,887,329</u>	<u>61,456,996</u>	<u>61,673,955</u>
Total pension liability - Ending (a)	<u>52,185,457</u>	<u>51,305,769</u>	<u>52,186,489</u>	<u>54,887,329</u>	<u>61,456,996</u>	<u>61,673,955</u>	<u>63,255,619</u>
Plan fiduciary Net Position							
Contributions - Employer	\$ 1,780,506	\$ 1,779,355	\$ 1,944,572	\$ (1,908,777)	\$ 2,166,053	\$ 2,149,466	\$ 2,160,331
Contributions - State	510,150	543,745	564,765	(627,053)	657,100	674,500	745,040
Net investment income	4,590,694	3,324,844	952,079	(3,436,195)	4,742,331	3,950,827	455,951
Benefit payments, including refunds of employee contributions	(4,508,804)	(4,585,732)	(4,749,759)	(4,838,890)	(4,826,660)	(4,860,289)	(5,069,748)
Administrative expense	(77,727)	(71,170)	(97,436)	(96,419)	(92,815)	(85,887)	(85,121)
Net change in plan fiduciary net position	-	-	(1,385,779)	(10,907,334)	2,646,009	1,828,617	(1,793,547)
Plan fiduciary net position - beginning	<u>35,771,018</u>	<u>38,065,837</u>	<u>39,056,879</u>	<u>38,707,816</u>	<u>38,707,816</u>	<u>41,353,825</u>	<u>43,182,442</u>
Plan fiduciary net position - ending	<u>\$ 2,294,819</u>	<u>\$ 991,042</u>	<u>\$ (1,385,779)</u>	<u>\$ 27,800,482</u>	<u>\$ 41,353,825</u>	<u>\$ 43,182,442</u>	<u>\$ 41,388,895</u>
City's net pension liability - ending	<u>\$ 14,119,620</u>	<u>\$ 12,248,890</u>	<u>\$ 14,515,389</u>	<u>\$ 27,086,847</u>	<u>\$ 20,103,171</u>	<u>\$ 18,491,513</u>	<u>\$ 21,866,724</u>
Net position as percentage of the total pension liability	4.40 %	1.93 %	(2.66)%	50.65 %	67.29 %	70.02 %	65.43 %
Covered payroll	N/A	N/A	N/A	N/A	N/A	N/A	N/A *

(*) - Not applicable as this is a frozen plan with no active members.

This schedule is presented as required by accounting principles generally accepted in the United States of America. However, until a full 10-year trend is compiled, information is presented for those years available.

City of Deerfield Beach, Florida
Required Supplementary Information
Police Pension Fund
Schedule of City Contributions

Year Ended September 30,	Actuarially Determined Contribution	Actual Contribution	Contribution Deficiency (Excess)	Covered Payroll*	Actual Contribution as a % of Covered Payroll
2013	\$ 1,985,957	\$ 1,985,957	\$ -	N/A	N/A
2014	1,984,806	1,984,806	-	N/A	N/A
2015	2,150,023	2,150,023	-	N/A	N/A
2016	2,114,228	2,114,229	1	N/A	N/A
2017	2,371,504	2,371,505	(1)	N/A	N/A
2018	2,354,917	2,354,917	-	N/A	N/A
2019	2,365,782	2,365,782	-	N/A	N/A
2020	2,424,008	2,424,008	-	N/A	N/A

(*) - Not Applicable as this is a frozen plan with no active members.

Methods and assumptions used to determine contribution rates:

Valuation Date	October 1, 2019
Notes	Actuarially determined contributions are calculated as of October 1, one year prior to the end of the year in which contributions are reported.
Actuarial Cost Method	Entry age normal
Amortization Method	Level dollar, closed
Remaining Amortization Period	20 years (as of 10/01/2016 VAL)
Asset Valuation Method	Restricted to 80% - 120% of market value, obtained by smoothing three years' past differences between actual investment earnings and assumed investment return, then adding this number onto the current market value.
Inflation	N/A
Salary Increases	N/A
Investment Rate of Return	6.50% compounded annually, net of investment related expenses
Retirement Age	N/A
Mortality	RP-2000 Table with no RP-2000 disabled table for disabled lives projection

This schedule is presented as required by accounting principles generally accepted in the United States of America. However, until a full 10-year trend is compiled, information is presented for those years available.

City of Deerfield Beach, Florida
Required Supplementary Information
Pension Trust Funds
Schedule of Changes in City's Net Pension
Liability and Related Ratios
Non-Uniformed Pension Fund

Measurement Date, September 30,	2014	2015	2016	2017	2018	2019
Total pension liability						
Service cost	\$ 78,741	\$ 77,233	\$ 66,123	\$ 70,710	\$ 75,770	\$ 70,591
Interest	4,289,889	4,161,337	4,325,572	4,221,714	4,144,079	4,047,412
Differences between expected and actual experience	-	528,068	612,743	348,056	26,603	(2,011,107)
Changes in assumption	-	1,187,719	3,377,835	2,822	-	882,797
Benefit payments, including refunds of employee contributions	(5,786,184)	(5,826,053)	(5,917,598)	(5,842,352)	(5,672,502)	(5,571,956)
Net change in total pension liability	(1,417,554)	128,304	2,464,675	(1,199,050)	(1,426,050)	(2,582,263)
Total pension liability - beginning	61,985,234	60,567,680	60,695,984	63,160,659	61,961,609	60,535,559
Total pension liability - ending (a)	60,567,680	60,695,984	63,160,659	61,961,609	60,535,559	57,953,296
Plan fiduciary net position						
Contributions - employer and state	\$ 1,721,000	\$ 1,713,421	\$ 1,543,620	\$ 1,595,214	\$ 1,645,642	\$ 1,546,408
Contributions - member	33,417	26,457	27,643	28,361	27,199	20,200
Net investment income	5,519,418	(330,924)	4,169,121	5,041,747	3,924,126	2,195,349
of member contributions	(5,786,184)	(5,826,053)	(5,917,598)	(5,842,352)	(5,672,502)	(5,571,956)
Administrative expense	(93,157)	(101,412)	(102,723)	(96,331)	(96,927)	(103,212)
Net change in plan fiduciary net position	1,394,494	(4,518,511)	(279,937)	726,639	(172,462)	(1,913,211)
Plan fiduciary net position - beginning	58,452,045	59,846,539	55,328,028	55,048,091	55,774,730	55,602,268
Plan fiduciary net position - ending	\$ 59,846,539	\$ 55,328,028	\$ 55,048,091	\$ 55,774,730	\$ 55,602,268	\$ 53,689,057
City's net pension liability - ending	\$ 721,141	\$ 5,367,956	\$ 8,112,568	\$ 6,186,879	\$ 4,933,291	\$ 4,264,239
Net position as percentage of the total pension liability	98.81 %	91.16 %	87.16 %	90.01 %	91.85 %	92.64 %
Covered payroll	371,300	412,795	307,142	315,122	302,211	321,771
Net pension liability as a percentage of covered payroll	194.22 %	1,300.39 %	2,641.31 %	1,963.33 %	1,632.40 %	1,325.24 %

This schedule is presented as required by accounting principles generally accepted in the United States of America. However, until a full 10-year trend is compiled, information is presented for those years available.

City of Deerfield Beach, Florida
Required Supplementary Information
Non-Uniformed Pension Fund
Schedule of City Contributions

Year Ended September 30,	Actuarially Determined Contribution	Actual Contribution	Contribution Deficiency (Excess)	Covered Payroll	Actual Contribution as a % of Covered Payroll
2014	\$ 1,721,000	\$ 1,721,000	\$ -	\$ 371,300	463.51 %
2015	1,713,421	1,713,421	-	412,795	415.08 %
2016	1,543,620	1,543,620	-	307,142	502.58 %
2017	1,595,214	1,595,214	-	315,122	506.22 %
2018	1,645,642	1,645,642	-	302,211	544.53 %
2019	1,546,408	1,546,408	-	321,771	480.59 %
2020	1,412,726	1,412,726	-	82,388	1,714.72 %

Methods and assumptions used to determine contribution rates:

Valuation date October 1, 2019

Notes Actuarially determined contributions are calculated as of October 1,
one year prior to the end of the year in which contributions are reported.

Actuarial cost method Entry age normal cost, with amortization periods for new bases
lowered by one year each year going forward.

Amortization method Level dollar, closed

Remaining amortization period 5 years

Asset valuation method 4-year smoothed market

Inflation 2.00%

Salary increases 6.00% per year from valuation date to the assumed retirement age.

Investment rate of return 6.80%

Retirement age Age 64 with 10 years of service or age 55 with 25 years of service

Mortality RP-2000 fully generational with Scale BB

This schedule is presented as required by accounting principles generally accepted in the United States of America. However, until a full 10-year trend is compiled, information is presented for those years available.

City of Deerfield Beach, Florida
Required Supplementary Information

Schedule of the City's Proportionate Share of the Net Pension Liability
Florida Retirement System Pension Plan

June 30th	2016	2017	2018	2019	2020
City's proportion of the net pension liability	0.00211 %	0.00223 %	0.00228 %	0.00237 %	0.00227 %
City's proportionate share of the FRS net pension liability	\$ 533,351	\$ 660,640	\$ 688,321	\$ 815,338	\$ 984,503
City's covered payroll*	\$ 145,925	\$ 163,001	\$ 167,347	\$ 172,607	\$ 171,904
City's proportionate share of the FRS net pension liability as a percentage of its covered payroll	365.5 %	405.3 %	411.31 %	472.37 %	572.71 %
FRS Plan fiduciary net position as a percentage of the total pension liability	84.0 %	83.89 %	82.48 %	82.61 %	78.85 %

Schedule of the City's Contributions
Florida Retirement System Pension Plan

September 30th	2016	2017	2018	2019	2020
Contractually required FRS contribution	\$ 61,648	\$ 70,230	\$ 73,052	\$ 73,410	\$ 75,472
FRS contribution in relation to the contractually required contribution	61,648	70,230	73,052	73,410	75,472
City's covered payroll*	\$ 145,929	\$ 162,463	\$ 167,347	\$ 173,754	\$ 171,689
FRS contribution as a percentage of covered payroll	42.25 %	43.23 %	43.65 %	42.29 %	43.96 %

This schedule is presented as required by accounting principles generally accepted in the United States of America. However, until a full 10-year trend is compiled, information is presented for those years available.

City of Deerfield Beach, Florida
Required Supplementary Information

Health Insurance Subsidy Pension Plan

June 30th	2016	2017	2018	2019	2020
City's proportion of the net pension liability	0.002112 %	0.002233 %	0.000512 %	0.000516 %	0.000495 %
City's proportionate share of the HIS net pension liability	\$ 54,911	\$ 54,680	\$ 54,214	\$ 57,747	\$ 60,478
City's covered payroll*	\$ 145,925	\$ 163,001	\$ 167,347	\$ 172,607	\$ 171,904
City's proportionate share of the HIS net pension liability as a percentage of its covered payroll	37.6 %	33.5 %	32.40 %	33.46 %	35.18 %
HIS Plan fiduciary net position as a percentage of the total pension liability	0.97 %	1.64 %	1.63 %	2.63 %	3.00 %

Health Insurance Subsidy Pension Plan

September 30th	2016	2017	2018	2019	2020
Contractually required FRS contribution	\$ 1,041	\$ 1,186	\$ 1,491	\$ 2,866	\$ 2,854
HIS contribution in relation to the contractually required contribution	1,041	1,186	1,491	2,866	2,854
City's covered payroll*	\$ 145,929	\$ 162,463	\$ 167,347	\$ 173,754	\$ 171,639
HIS contribution as a percentage of covered payroll	0.71 %	0.73 %	0.89 %	1.65 %	1.66 %

* Amounts are the same for both periods because no change in employees or salary for past two years.

This schedule is presented as required by accounting principles generally accepted in the United States of America. However, until a full 10-year trend is compiled, information is presented for those years available.

City of Deerfield Beach, Florida
Required Supplementary Information
Other Post Employment Benefits
Schedule of Changes in City's Total OPEB
Liability and Related Ratios

Measurement Date, September 30,	2017	2018	2019
Total OPEB liability			
Service cost	\$ 3,021,796	\$ 3,203,104	\$ 1,487,838
Interest	2,490,545	2,753,484	1,138,573
Changes of benefit terms	-	(26,256,835)	-
Differences between expected and actual experience	-	(24,830,544)	-
Changes in assumption	(5,077,191)	1,419,623	333,616
Benefit payments, including refunds of employee contributions	(2,051,208)	(2,526,195)	(1,394,588)
Net change in total OPEB liability	<u>(1,616,058)</u>	<u>(46,237,363)</u>	<u>1,565,439</u>
Total OPEB liability - beginning	78,336,130	76,720,072	30,482,709
Total OPEB liability - ending	<u>76,720,072</u>	<u>30,482,709</u>	<u>32,048,148</u>
City's total OPEB liability - ending	<u>\$ 76,720,072</u>	<u>\$ 30,482,709</u>	<u>\$ 32,048,148</u>
 Covered employee payroll	 \$ 23,857,562	 \$ 21,293,411	 \$ 22,571,016
 Total OPEB liability as a percentage of covered payroll	 321.58 %	 143.16 %	 141.99 %

This schedule is presented to illustrate the requirement of GASB Statement No. 75 to show information for 10 years. However, until a full 10-year trend is compiled, governments should present information for those years for which information is available.

COMBINING AND INDIVIDUAL FUND STATEMENTS AND SCHEDULES

NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS

Special revenue funds are used to account for specific revenues that are legally restricted to expenditure for particular purposes.

Road and Bridge Tax Fund – to account for the proceeds from motor fuel tax revenues that are restricted to the maintenance and acquisition of roads and bridges.

Community Development Block Grant (“CDBG”) Fund – to account for federal proceeds which are restricted as to the objectives of community development and revitalization.

State Housing Initiative Partnership (“SHIP”) Grant Fund – to account for State funds received for providing assistance to very low, low and moderate-income households in becoming first time homebuyers or in rehabilitating their existing homes.

Miscellaneous Grants Fund – to account for federal, state and county monies restricted to expenditures for projects and programs which are outlined in the individual grant agreements.

Parking Deviation Fund – to account for impact fees collected from property owners, which fees are earmarked for construction of parking facilities within those areas from which the fees were collected.

General Trust Fund – to account for funds received as donations, which have been restricted as to expenditures for specified purposes.

Target Area Trust Fund – to account for monies collected from code violation fines and which have been designated for the rehabilitation of the Target Area within the City.

Beautification and Landscape Trust Fund – to account for tree removal fees, fines and private contributions designated for the preservation of trees within the City.

Crime Prevention Trust Fund – to account for penalties assessed on the violation of local ordinances, which funds are used to increase public awareness and acquire crime prevention tools such as informational brochures, audio visual aids and training of police officers and civilians involved in crime awareness and prevention.

Impact Fees Fund - to account for impact fees collected on new residential and commercial construction within the City.

Law Enforcement Trust Fund - a revolving fund established to account for a portion of the proceeds from the sale of property seized from illegal drug-related activities. Funds may be expended to defray certain qualified law enforcement costs.

Nuisance Abatement Assessment Fund - to account for fees collected for abating the nuisance condition of certain properties.

DEBT SERVICE FUNDS

Debt service funds are used to account for resources accumulated and payments made for principal and interest on long-term debt of governmental funds.

General Obligation Debt Service Fund – to accumulate monies for payment of Series 2000A, and 2012 Florida Municipal Loan Council Revenue bonds, and Series 2018 Construction Revenue Bonds.

NONMAJOR GOVERNMENTAL FUNDS

CAPITAL GRANTS PROJECTS FUNDS

Capital Grants Capital Projects Fund - used to account for the acquisition and construction of major capital improvements that are financed by grants from federal, state and local agencies.

PERMANENT FUNDS

Permanent funds are used to report resources that are legally restricted to the extent that only earnings, not principal, may be used for purposes that support the reporting government's programs.

Perpetual Care Permanent Fund – to account for money received for the purpose of providing perpetual care for the City's cemeteries.

CITY OF DEERFIELD BEACH, FLORIDA
Nonmajor Governmental Funds
Combining Balance Sheet
September 30, 2020

	Special Revenue Funds	General Obligation Debt Service Fund	Capital Grants Projects Fund	Perpetual Care Permanent Fund	Total Nonmajor Governmental Funds
Assets					
Cash and cash equivalents	\$ 2,887,260	\$ 1,485,064	\$ -	\$ 179,181	\$ 4,551,505
Investments	140,064	-	-	161,148	301,212
Restricted Investments	-	4,716,310	-	1,149,261	5,865,571
Receivables, net of allowances:					
Accounts	-	-	-	254	254
Interest	220	27,303	-	2,703	30,226
Due from other funds	8,741,000	-	-	-	8,741,000
Due from other governments	712,662	-	-	-	712,662
Total assets	<u>\$ 12,481,206</u>	<u>\$ 6,228,677</u>	<u>\$ -</u>	<u>\$ 1,492,547</u>	<u>\$ 20,202,430</u>
Liabilities					
Accounts payable	2,063,296	-	-	-	2,063,296
Accrued payroll	32,346	-	-	-	32,346
Due to other funds	588,113	1,975,765	3,476	-	2,567,354
Unearned revenue	147,368	-	-	-	147,368
Total liabilities	<u>2,831,123</u>	<u>1,975,765</u>	<u>3,476</u>	<u>-</u>	<u>4,810,364</u>
Deferred Inflows of Resources					
Unavailable revenue	<u>349,553</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>349,553</u>
Fund Balances					
Nonspendable	-	-	-	1,492,547	1,492,547
Restricted	7,164,627	4,252,912	-	-	11,417,539
Assigned	2,341,276	-	-	-	2,341,276
Unassigned	(205,373)	-	(3,476)	-	(208,849)
Total fund balances	<u>9,300,530</u>	<u>4,252,912</u>	<u>(3,476)</u>	<u>1,492,547</u>	<u>15,042,513</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 12,481,206</u>	<u>\$ 6,228,677</u>	<u>\$ -</u>	<u>\$ 1,492,547</u>	<u>\$ 20,202,430</u>

CITY OF DEERFIELD BEACH, FLORIDA
Nonmajor Governmental Funds
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
For the Year Ended September 30, 2020

	Special Revenue Funds	General Obligation Debt Service Fund	Capital Grants Projects Fund	Perpetual Care Permanent Fund	Total Nonmajor Governmental Funds
Revenues					
Local option gas tax	\$ 1,203,827	\$ -	\$ -	\$ -	\$ 1,203,827
Local business taxes/permits	6,063,883	-	-	-	6,063,883
Intergovernmental	2,703,515	-	-	-	2,703,515
Charges for services	247,967	-	-	-	247,967
Fines and forfeitures	729,842	-	-	-	729,842
Impact fees	664,558	-	-	-	664,558
Investment earnings	1,881	76,346	-	19,717	97,944
Miscellaneous:					
Cemetery plot sales	-	-	-	175,560	175,560
Donations/contributions	28,224	-	-	-	28,224
Administrative fees	431,177	-	-	-	431,177
Other	99,500	-	-	-	99,500
Total revenues	<u>12,174,374</u>	<u>76,346</u>	<u>-</u>	<u>195,277</u>	<u>12,445,997</u>
Expenditures					
Current:					
Economic environment	1,582,348	-	-	-	1,582,348
Public Safety	5,885,732	-	-	-	5,885,732
Human services	18,727	-	-	-	18,727
Physical environment	63,016	-	-	-	63,016
Transportation	1,844,520	-	-	-	1,844,520
Culture and recreation	224,462	-	-	-	224,462
Capital outlay	1,447,310	-	-	-	1,447,310
Debt service:					
Principal retirement	-	1,486,483	-	-	1,486,483
Interest and fiscal charges	-	3,666,605	-	-	3,666,605
Total expenditures	<u>11,066,115</u>	<u>5,153,088</u>	<u>-</u>	<u>-</u>	<u>16,219,203</u>
Excess (deficiency) of revenues over expenditures	<u>1,108,259</u>	<u>(5,076,742)</u>	<u>-</u>	<u>195,277</u>	<u>(3,773,206)</u>
Other Financing Sources (Uses)					
Transfers in	2,341,626	4,792,089	-	-	7,133,715
Transfers out	(45,159)	-	-	-	(45,159)
Total other financing sources (uses)	<u>2,296,467</u>	<u>4,792,089</u>	<u>-</u>	<u>-</u>	<u>7,088,556</u>
Net change in fund balances	3,404,726	(284,653)	-	195,277	3,315,350
Fund balances- beginning	5,895,804	4,537,565	(3,476)	1,297,270	11,727,163
Fund balances - ending	<u>\$ 9,300,530</u>	<u>\$ 4,252,912</u>	<u>\$ (3,476)</u>	<u>\$ 1,492,547</u>	<u>\$ 15,042,513</u>

City of Deerfield Beach, Florida
Nonmajor Special Revenue Funds
Combining Balance Sheet
September 30, 2020

	Building Permits Fund	Road And Bridge Tax Fund	CDBG Fund	SHIP Grant Fund	Miscellaneous Grants Fund	Parking Deviation Fund
Assets						
Cash and cash equivalents	\$ 79,702	\$ 86,762	\$ 61,800	\$ 359,202	\$ 411,443	\$ 82,768
Investments	-	140,064	-	-	-	-
Receivables, net of allowances:						
Interest	-	220	-	-	-	-
Due from other funds	4,241,000	1,500,000	-	-	-	-
Due from other governments	-	146,172	360,800	-	205,690	-
Total assets	<u>\$ 4,320,702</u>	<u>\$ 1,873,218</u>	<u>\$ 422,600</u>	<u>\$ 359,202</u>	<u>\$ 617,133</u>	<u>\$ 82,768</u>
Liabilities						
Accounts payable	\$ 1,720,800	\$ 87,812	\$ 82,123	\$ 114,435	\$ 41,040	\$ -
Accrued payroll	4,668	27,678	-	-	-	-
Due to other funds	-	-	249,272	-	283,688	-
Unearned revenue	-	-	-	122,368	25,000	-
Total liabilities	<u>1,725,468</u>	<u>115,490</u>	<u>331,395</u>	<u>236,803</u>	<u>349,728</u>	<u>-</u>
Deferred Inflows of Resources						
Unavailable revenue	-	-	150,220	-	199,333	-
Fund Balances						
Restricted	253,958	1,757,728	91,205	122,399	68,072	82,768
Assigned	2,341,276	-	-	-	-	-
Unassigned	-	-	(150,220)	-	-	-
Total fund balances	<u>2,595,234</u>	<u>1,757,728</u>	<u>(59,015)</u>	<u>122,399</u>	<u>68,072</u>	<u>82,768</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 4,320,702</u>	<u>\$ 1,873,218</u>	<u>\$ 422,600</u>	<u>\$ 359,202</u>	<u>\$ 617,133</u>	<u>\$ 82,768</u>

City of Deerfield Beach, Florida
Nonmajor Special Revenue Funds
Combining Balance Sheet
September 30, 2020

General Trust Fund	Impact Fees Fund	Target Area Trust Fund	Beautification and Landscape Trust Fund	Crime Prevention Trust Fund	Law Enforcement Trust Fund	Nuisance Abatement Assessment Fund	Total Nonmajor Special Revenue Funds
\$ 393,793	\$ 626,757	\$ 4,035	\$ 584,880	\$ 75,427	\$ -	\$ 120,691	\$ 2,887,260
-	-	-	-	-	-	-	140,064
-	-	-	-	-	-	-	220
1,000,000	1,000,000	1,000,000	-	-	-	-	8,741,000
-	-	-	-	-	-	-	712,662
<u>\$ 1,393,793</u>	<u>\$ 1,626,757</u>	<u>\$ 1,004,035</u>	<u>\$ 584,880</u>	<u>\$ 75,427</u>	<u>\$ -</u>	<u>\$ 120,691</u>	<u>\$ 12,481,206</u>
\$ 1,390	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,696	\$ 2,063,296
-	-	-	-	-	-	-	32,346
-	-	-	-	-	55,153	-	588,113
-	-	-	-	-	-	-	147,368
<u>1,390</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>55,153</u>	<u>15,696</u>	<u>2,831,123</u>
-	-	-	-	-	-	-	349,553
1,392,403	1,626,757	1,004,035	584,880	75,427	-	104,995	7,164,627
-	-	-	-	-	-	-	2,341,276
-	-	-	-	-	(55,153)	-	(205,373)
<u>1,392,403</u>	<u>1,626,757</u>	<u>1,004,035</u>	<u>584,880</u>	<u>75,427</u>	<u>(55,153)</u>	<u>104,995</u>	<u>9,300,530</u>
<u>\$ 1,393,793</u>	<u>\$ 1,626,757</u>	<u>\$ 1,004,035</u>	<u>\$ 584,880</u>	<u>\$ 75,427</u>	<u>\$ -</u>	<u>\$ 120,691</u>	<u>\$ 12,481,206</u>

City of Deerfield Beach, Florida
Nonmajor Special Revenue Funds
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
For the Year Ended September 30, 2020

	Building Permits Fund	Road And Bridge Tax Fund	CDBG Fund	SHIP Grant Fund	Miscellaneous Grants Fund	Parking Deviation Fund
Revenues						
Local option gas tax	\$ -	\$ 1,203,827	\$ -	\$ -	\$ -	\$ -
Local business taxes/permits	6,063,883	-	-	-	-	-
Intergovernmental	-	740,218	1,146,500	318,941	497,856	-
Charges for services	17,670	80,009	-	-	-	-
Fines and forfeitures	-	-	-	-	-	-
Impact fees	-	-	-	-	-	-
Investment earnings	-	1,881	-	-	-	-
Miscellaneous						
Donations/contributions	-	-	-	-	-	-
Administrative fees	-	431,177	-	-	-	-
Other	-	42,000	-	-	57,500	-
Total revenues	<u>6,081,553</u>	<u>2,499,112</u>	<u>1,146,500</u>	<u>318,941</u>	<u>555,356</u>	<u>-</u>
Expenditures						
Current:						
Economic environment	-	-	755,295	371,672	455,381	-
Public Safety	5,827,595	-	-	-	-	-
Human services	-	-	18,727	-	-	-
Physical environment	-	-	-	-	-	-
Transportation	-	1,844,520	-	-	-	-
Culture and recreation	-	-	-	-	154,722	-
Capital outlay	-	745,187	326,193	-	86,173	-
Total expenditures	<u>5,827,595</u>	<u>2,589,707</u>	<u>1,100,215</u>	<u>371,672</u>	<u>696,276</u>	<u>-</u>
Excess (deficiency) of revenues over expenditures	<u>253,958</u>	<u>(90,595)</u>	<u>46,285</u>	<u>(52,731)</u>	<u>(140,920)</u>	<u>-</u>
Other Financing Sources (Uses)						
Transfers in	2,341,276	-	-	-	350	-
Transfers out	-	-	(45,159)	-	-	-
Total other financing sources (uses)	<u>2,341,276</u>	<u>-</u>	<u>(45,159)</u>	<u>-</u>	<u>350</u>	<u>-</u>
Net change in fund balances	2,595,234	(90,595)	1,126	(52,731)	(140,570)	-
Fund balances - beginning of year	-	1,848,323	(60,141)	175,130	208,642	82,768
Fund balances - end of year	<u>\$ 2,595,234</u>	<u>\$ 1,757,728</u>	<u>\$ (59,015)</u>	<u>\$ 122,399</u>	<u>\$ 68,072</u>	<u>\$ 82,768</u>

City of Deerfield Beach, Florida
Nonmajor Special Revenue Funds
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
For the Year Ended September 30, 2020

General Trust Fund	Impact Fees Fund	Target Area Trust Fund	Beautification and Landscape Trust Fund	Crime Prevention Trust Fund	Law Enforcement Trust Fund	Nuisance Abatement Assessment Fund	Total Nonmajor Special Revenue Funds
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,203,827
-	-	-	-	-	-	-	6,063,883
-	-	-	-	-	-	-	2,703,515
96,352	-	-	53,936	-	-	-	247,967
-	-	274,637	-	414	417,788	37,003	729,842
-	664,558	-	-	-	-	-	664,558
-	-	-	-	-	-	-	1,881
18,024	-	-	-	10,200	-	-	28,224
-	-	-	-	-	-	-	431,177
-	-	-	-	-	-	-	99,500
<u>114,376</u>	<u>664,558</u>	<u>274,637</u>	<u>53,936</u>	<u>10,614</u>	<u>417,788</u>	<u>37,003</u>	<u>12,174,374</u>
-	-	-	-	-	-	-	1,582,348
1,294	-	-	-	15,662	-	41,181	5,885,732
-	-	-	-	-	-	-	18,727
-	-	-	63,016	-	-	-	63,016
-	-	-	-	-	-	-	1,844,520
69,740	-	-	-	-	-	-	224,462
-	12,587	-	-	-	277,170	-	1,447,310
<u>71,034</u>	<u>12,587</u>	<u>-</u>	<u>63,016</u>	<u>15,662</u>	<u>277,170</u>	<u>41,181</u>	<u>11,066,115</u>
<u>43,342</u>	<u>651,971</u>	<u>274,637</u>	<u>(9,080)</u>	<u>(5,048)</u>	<u>140,618</u>	<u>(4,178)</u>	<u>1,108,259</u>
-	-	-	-	-	-	-	2,341,626
-	-	-	-	-	-	-	(45,159)
-	-	-	-	-	-	-	2,296,467
<u>43,342</u>	<u>651,971</u>	<u>274,637</u>	<u>(9,080)</u>	<u>(5,048)</u>	<u>140,618</u>	<u>(4,178)</u>	<u>3,404,726</u>
<u>1,349,061</u>	<u>974,786</u>	<u>729,398</u>	<u>593,960</u>	<u>80,475</u>	<u>(195,771)</u>	<u>109,173</u>	<u>5,895,804</u>
<u>\$ 1,392,403</u>	<u>\$ 1,626,757</u>	<u>\$ 1,004,035</u>	<u>\$ 584,880</u>	<u>\$ 75,427</u>	<u>\$ (55,153)</u>	<u>\$ 104,995</u>	<u>\$ 9,300,530</u>

City of Deerfield Beach, Florida
Road and Bridge Tax Fund
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget (Non-GAAP Basis) and Actual
For the Year Ended September 30, 2020

	<u>Budgeted Amounts</u>		(Budgetary Basis) Actual Amounts	Variance with Final Budget - Positive (Negative)
	<u>Original</u>	<u>Final</u>		
Revenues:				
Local option gas tax	\$ 1,460,061	\$ 1,460,061	\$ 1,203,827	\$ (256,234)
Charges for services	-	-	80,009	80,009
Intergovernmental	640,025	640,025	740,218	100,193
Investment earnings	20,000	20,000	1,881	(18,119)
Miscellaneous:				
Administrative fees	431,177	431,177	431,177	-
Other	-	-	42,002	42,002
Total revenues	<u>2,551,263</u>	<u>2,551,263</u>	<u>2,499,114</u>	<u>(52,149)</u>
Expenditures				
Current:				
Transportation	2,142,414	2,142,414	1,866,911	275,503
Capital outlay	390,041	390,041	977,530	(587,489)
Debt service				
Principal retirement	25,536	25,536	-	25,536
Interest and fiscal charges	2,272	2,272	-	2,272
Total expenditures	<u>2,560,263</u>	<u>2,560,263</u>	<u>2,844,441</u>	<u>(284,178)</u>
Excess (deficiency) of revenues over (under) expenses	<u>(9,000)</u>	<u>(9,000)</u>	<u>(345,327)</u>	<u>(336,327)</u>
Other financing sources (Uses)				
Capital Lease	808,879	808,879	-	808,879
Net change in budgetary fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (345,327)</u>	<u>\$ (345,327)</u>
			<u>GAAP Basis Actual</u>	<u>Net Encumbrances*</u>
				<u>Non-GAAP Basis Actual</u>
Reconciliation of Budget and Actual:				
Current expenditures			\$ 1,844,522	\$ 22,389
Capital outlay			745,187	232,343
Total expenditures			<u>\$ 2,589,709</u>	<u>\$ 254,732</u>
				<u>\$ 2,844,441</u>

* In the above reconciliation, "net encumbrances" represents the difference between the encumbrances outstanding as of September 30, 2020 and the outstanding encumbrances as of September 30, 2019 which were paid during fiscal year 2020.

City of Deerfield Beach, Florida
Community Development Block Grant Fund
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget (Non-GAAP Basis) and Actual
For the Year Ended September 30, 2020

	Budgeted Amounts		(Budgetary Basis) Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
Revenues:				
Intergovernmental	\$ 659,318	\$ 659,318	\$ 1,146,500	\$ 487,182
Total revenues	<u>659,318</u>	<u>659,318</u>	<u>1,146,500</u>	<u>487,182</u>
Expenditures				
Current:				
Economic environment	1,216,805	1,216,805	816,605	400,200
Human services	64,092	64,092	18,727	45,365
Capital outlay	340,126	340,126	326,193	13,933
Total expenditures	<u>1,621,023</u>	<u>1,621,023</u>	<u>1,161,525</u>	<u>459,498</u>
Excess (deficiency) of revenues over (under) expenses	<u>(961,705)</u>	<u>(961,705)</u>	<u>(15,025)</u>	<u>27,684</u>
Other Financing Sources (Uses)				
Transfers out	(33,833)	(33,833)	(45,159)	(11,326)
Total other financing sources (uses)	<u>(33,833)</u>	<u>(33,833)</u>	<u>(45,159)</u>	<u>(11,326)</u>
Net change in budgetary fund balances	<u>\$ (995,538)</u>	<u>\$ (995,538)</u>	<u>\$ (60,185)</u>	<u>\$ 935,353</u>
			GAAP Basis Actual	Net Encumbrances* Non-GAAP Basis Actual
Reconciliation of Budget and Actual:				
Current expenditures			\$ 774,023	\$ 61,310 \$ 627,179
Capital outlay			326,193	- 326,193
Total expenditures			<u>\$ 1,100,216</u>	<u>\$ 61,310</u> <u>\$ 953,372</u>

* In the above reconciliation, "net encumbrances" represents the difference between the encumbrances outstanding as of September 30, 2020 and the outstanding encumbrances as of September 30, 2019 which were paid during fiscal year 2020.

City of Deerfield Beach, Florida
Pension Trust Funds
Combining Statement of Fiduciary Net Position
September 30, 2020

	Firefighters' Pension Fund	Police Pension Fund	Non-Uniform Pension	Total Pension Trust Funds
Assets				
Investments:				
Money market funds	\$ 2,576,856	\$ 343,388	\$ 832,159	\$ 3,752,403
Fixed income	18,246,752	4,850,504	-	23,097,256
U. S. government and agency securities	8,800,463	1,281,378	9,268,914	19,350,755
Equity securities	70,414,238	24,555,013	27,803,198	122,772,449
Corporate bonds	6,984,696	1,658,923	5,966,318	14,609,937
Real estate funds	18,895,772	7,346,971	5,172,592	31,415,335
Self directed DROP accounts	3,129,730	-	-	3,129,730
Hedge fund	765,411	-	2,727,162	3,492,573
Total Investments	<u>129,813,918</u>	<u>40,036,177</u>	<u>51,770,343</u>	<u>221,620,438</u>
Receivables				
Interest and dividends	90,218	11,797	108,291	210,306
Contributions receivable (state)	3,597	743,420	-	747,017
Pending trades	-	466,387	18,431	484,818
Total receivables	<u>93,815</u>	<u>1,221,604</u>	<u>126,722</u>	<u>1,442,141</u>
Total assets	<u>129,907,733</u>	<u>41,257,781</u>	<u>51,897,065</u>	<u>223,062,579</u>
Liabilities				
Accounts payable	-	60,174	168,414	228,588
Share plan distributions payable	-	537,968	-	537,968
Accounts payable - purchase of investments	281,095	22,080	-	303,175
Total liabilities	<u>281,095</u>	<u>620,222</u>	<u>168,414</u>	<u>1,069,731</u>
Deferred revenue	-	-	50,804	50,804
Net Position Restricted for pension benefits				
Net position restricted for defined benefits	71,535,646	36,882,188	51,677,847	160,095,681
Net position restricted for share benefits	58,090,992	3,755,371	-	61,846,363
Total net position restricted for pension benefits	<u>\$ 129,626,638</u>	<u>\$ 40,637,559</u>	<u>\$ 51,677,847</u>	<u>\$ 221,942,044</u>

City of Deerfield Beach, Florida
Pension Trust Funds
Combining Statement of Changes in Fiduciary Net Position
For the Year Ended September 30, 2020

	<u>Firefighters' Pension Fund</u>	<u>Police Pension Fund</u>	<u>Non-Uniform Pension</u>	<u>Total Pension Trust Funds</u>
Additions				
Contributions:				
Employer	\$ 6,047,459	\$ 2,218,557	\$ 1,412,726	\$ 9,678,742
Plan members	792,533	-	7,415	799,948
Chapter	632,681	743,420	-	1,376,101
Total contributions	<u>7,472,673</u>	<u>2,961,977</u>	<u>1,420,141</u>	<u>11,854,791</u>
Investment earnings:				
Interest and investment revenue	2,820,191	1,810,816	1,268,517	5,899,524
Net increase(decrease)in the fair value of investments	<u>8,848,573</u>	<u>(135,150)</u>	<u>1,286,330</u>	<u>9,999,753</u>
Total investment earnings	<u>11,668,764</u>	<u>1,675,666</u>	<u>2,554,847</u>	<u>15,899,277</u>
Less investment expense	<u>(370,677)</u>	<u>(197,692)</u>	<u>(331,858)</u>	<u>(900,227)</u>
Net investment earnings	<u>11,298,087</u>	<u>1,477,974</u>	<u>2,222,989</u>	<u>14,999,050</u>
Miscellaneous	-	38	1,570	1,608
Total additions	<u>18,770,760</u>	<u>4,439,989</u>	<u>3,644,700</u>	<u>26,855,449</u>
Deductions				
Benefits paid	10,080,776	5,116,472	5,560,896	20,758,144
Administrative expenses	<u>170,150</u>	<u>74,854</u>	<u>95,014</u>	<u>340,018</u>
Total deductions	<u>10,250,926</u>	<u>5,191,326</u>	<u>5,655,910</u>	<u>21,098,162</u>
Change in net position	8,519,834	(751,337)	(2,011,210)	5,757,287
Net Position Restricted for Pension Benefits:				
Beginning of year	<u>121,106,804</u>	<u>41,388,896</u>	<u>53,689,057</u>	<u>216,184,757</u>
End of year	<u>\$ 129,626,638</u>	<u>\$ 40,637,559</u>	<u>\$ 51,677,847</u>	<u>\$ 221,942,044</u>

STATISTICAL SECTION

City of Deerfield Beach, Florida

For the Year Ended September 30, 2020

CONTENTS

	PAGE
STATISTICAL SECTION (Unaudited)	
Financial Trends:	
Net Position by Component	109
Changes in Net Position.....	110
Governmental Activities Tax Revenues by Source.....	112
Fund Balances of Governmental Funds	113
Changes in Fund Balances of Governmental Funds	114
Revenue Capacity:	
General Governmental Tax Revenues by Source.....	115
Assessed Value and Estimated Actual Value of Taxable Property.....	116
Direct and Overlapping Property Tax Rates.....	117
Principal Property Taxpayers.....	118
Property Tax Levies and Collections.....	119
Water Sold by Type of Customer.....	120
Water and Sewer Rates.....	121
Debt Capacity:	
Ratios of Outstanding Debt by Type.....	122
Ratios of General Bonded Debt Outstanding.....	123
Direct and Overlapping Governmental Activities Debt.....	124
Water and Sewer Pledged-Revenue Coverage.....	125
Non-Ad Valorem Revenue	
Anti-Dilution Test.....	126
Demographic and Economic Information:	
Demographic and Economic Statistics.....	127
Principal Employers.....	128
Operating Information:	
Full-Time Equivalent City Government Employees by Function	129
Operating Indicators by Function.....	130
Capital Asset Statistics by Function.....	131

STATISTICAL SECTION (UNAUDITED)

This is part of the City of Deerfield Beach's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information reflect about the City's overall financial health.

Financial Trends

These schedules contain trend information to help the reader understand how the City's financial performance and well being have changed over time.

Revenue Capacity

*These schedules contain information to help the reader assess the City's most significant local revenue, property tax.
Information about water and sewer rates is also included.*

Debt Capacity

These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt as well as the City's ability to issue additional debt.

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.

Operating Information

*These schedules contain service and infrastructure data to help the reader understand how the information in the
City's financial statements relate to the services that the City provides as well as the activities that the City performs.*

Sources: *Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year.*

City of Deerfield Beach, Florida
Net Position by Component
Last Ten Fiscal Years
(Accrual Basis of Accounting)

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Governmental activities:										
Net investment in capital assets	\$ 46,212,686	\$ 54,762,079	\$ 58,120,088	\$ 57,468,114	\$ 61,201,885	\$ 64,215,625	\$ 68,098,733	\$ 66,878,760	\$ 65,413,462	\$ 63,275,945
Restricted	18,784,355	12,470,310	10,058,524	9,663,870	7,853,503	9,614,790	10,712,284	80,502,274	21,139,007	21,765,881
Unrestricted	(1,279,034)	(4,231,887)	(4,979,499)	(615,504)	(31,131,872)	(28,967,707)	(33,718,932)	143,581,097	(60,647,204)	(56,699,883)
Governmental activities net position	<u>\$ 63,718,007</u>	<u>\$ 63,000,502</u>	<u>\$ 63,199,113</u>	<u>\$ 66,516,480</u>	<u>\$ 37,923,516</u>	<u>\$ 44,862,708</u>	<u>\$ 45,092,085</u>	<u>\$ 3,799,937</u>	<u>\$ 25,905,265</u>	<u>\$ 28,341,943</u>
Business-type activities:										
Net Investment in capital assets	48,174,577	48,786,203	48,869,742	50,924,663	52,525,476	56,362,887	51,774,904	52,967,087	53,984,687	58,857,747
Restricted	8,887,099	743,836	743,838	743,838	1,760,856	1,834,718	1,834,565	1,839,167	1,174,491	1,178,354
Unrestricted	15,646,387	28,999,074	32,233,021	33,335,797	31,535,603	26,713,892	29,117,078	8,011,660	14,950,684	18,593,835
Total business-type activities net position	<u>\$ 72,708,063</u>	<u>\$ 78,529,113</u>	<u>\$ 81,846,601</u>	<u>\$ 85,004,298</u>	<u>\$ 85,821,935</u>	<u>\$ 84,911,497</u>	<u>\$ 82,726,547</u>	<u>\$ 62,817,914</u>	<u>\$ 70,109,862</u>	<u>\$ 78,629,936</u>
Primary Government										
Net Investment in capital assets	\$ 94,387,263	\$ 103,548,282	\$ 106,989,830	\$ 108,392,777	\$ 113,727,361	\$ 120,578,512	\$ 119,873,637	\$ 119,845,847	\$ 119,398,149	\$ 122,133,692
Restricted	27,671,454	13,214,146	10,802,362	10,407,708	9,614,359	11,449,508	12,546,849	82,341,441	22,313,498	22,944,235
Unrestricted	14,367,353	24,767,187	27,253,522	32,720,293	403,731	(2,253,815)	(4,601,854)	135,569,437	(45,696,520)	(38,106,048)
Total primary government net position	<u>\$ 136,426,070</u>	<u>\$ 141,529,615</u>	<u>\$ 145,045,714</u>	<u>\$ 151,520,778</u>	<u>\$ 123,745,451</u>	<u>\$ 129,774,205</u>	<u>\$ 127,818,632</u>	<u>\$ 66,617,851</u>	<u>\$ 96,015,127</u>	<u>\$ 106,971,879</u>

City of Deerfield Beach, Florida
Changes in Net Position
Last Ten Fiscal Years
(Accrual Basis of Accounting)

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Expenses										
Governmental activities:										
General government	\$ 22,805,473	\$ 12,612,575	\$ 11,821,874	\$ 12,353,311	\$ 14,043,751	\$ 15,971,447	\$ 18,833,091	\$ 13,858,877	\$ 10,139,309	\$ 13,200,897
Economic environment	770,651	959,617	1,981,715	2,832,290	1,746,288	2,770,154	2,421,264	3,255,195	1,831,573	3,006,189
Public safety	45,399,408	50,047,068	52,604,329	55,555,149	56,811,183	59,621,417	65,353,492	72,209,952	67,759,892	75,166,877
Human services	2,510,309	2,140,927	2,136,865	2,159,042	2,382,915	2,836,456	2,847,032	3,415,404	352,258	2,258,427
Physical environment	3,092,598	4,050,701	4,978,883	3,974,644	6,311,645	4,952,451	5,780,265	7,561,665	3,903,291	6,966,270
Transportation	2,579,100	2,502,148	2,906,127	3,375,247	4,125,562	4,047,654	4,527,599	4,863,339	5,293,134	5,683,850
Culture and recreation	7,223,675	5,394,983	4,358,166	4,032,285	3,728,135	5,846,869	5,992,978	7,398,066	4,525,216	5,717,348
Interest on long term debt	1,923,219	1,878,627	3,024,834	2,807,078	1,921,214	1,895,608	1,884,325	2,317,478	3,614,126	3,369,738
Total governmental activities expenses	<u>86,304,433</u>	<u>79,586,646</u>	<u>83,812,793</u>	<u>87,089,046</u>	<u>91,070,693</u>	<u>97,942,056</u>	<u>107,640,046</u>	<u>114,879,976</u>	<u>97,418,799</u>	<u>115,369,596</u>
Business-type activities:										
Water and sewer	20,182,450	20,048,897	20,899,520	22,210,582	23,570,064	25,282,502	26,341,135	26,719,702	24,088,048	24,985,197
Solid waste	14,795,080	13,613,964	14,354,330	13,849,313	14,468,169	15,712,131	17,163,860	17,109,044	15,522,046	21,697,597
Stormwater Utility	-	-	-	-	-	-	-	-	1,222,265	926,581
Total business-type activities expenses	<u>34,977,530</u>	<u>33,662,861</u>	<u>35,253,850</u>	<u>36,059,895</u>	<u>38,038,233</u>	<u>40,994,633</u>	<u>43,504,995</u>	<u>43,828,746</u>	<u>40,832,359</u>	<u>47,609,375</u>
Total primary government expenses	<u>\$ 121,281,963</u>	<u>\$ 113,249,507</u>	<u>\$ 119,066,643</u>	<u>\$ 123,148,941</u>	<u>\$ 129,108,926</u>	<u>\$ 138,936,689</u>	<u>\$ 151,145,041</u>	<u>\$ 158,708,722</u>	<u>\$ 138,251,158</u>	<u>\$ 162,978,971</u>
Program revenues										
Governmental activities:										
Charges for services										
General government	\$ 5,253,744	\$ 1,855,406	\$ 878,655	\$ 540,328	\$ 4,291,549	\$ 4,757,881	\$ 4,439,989	\$ 4,289,131	\$ 10,484,542	\$ 10,448,831
Public safety	15,899,993	15,661,078	16,737,515	20,615,778	23,802,373	21,932,165	25,350,237	26,114,265	23,921,809	22,395,951
Human services	23,387	327,856	12,699	29,316	10,020	50,140	56,573	100,229	84,130	196,219
Physical environment	186,497	1,191,226	185,794	286,215	355,326	189,872	183,105	343,511	634,542	350,471
Transportation	1,684,182	1,633,553	1,677,235	1,829,159	2,537,022	2,566,791	2,689,914	2,572,664	2,441,655	1,978,435
Culture and recreation	1,863,060	1,347,634	1,699,851	1,907,505	2,113,288	3,078,829	2,161,352	1,707,368	1,643,719	1,045,270
Operating grants and contributions	5,009,285	5,813,834	7,588,761	6,253,912	4,941,733	6,690,084	4,803,382	5,521,769	5,551,403	5,879,144
Capital grants and contributions	2,038,731	2,330,864	1,630,221	285,142	348,392	2,374,178	2,616,764	689,982	50,000	-
Total governmental activities	<u>31,958,879</u>	<u>30,161,451</u>	<u>30,410,731</u>	<u>31,747,355</u>	<u>38,399,703</u>	<u>41,639,940</u>	<u>42,301,316</u>	<u>41,338,919</u>	<u>44,811,800</u>	<u>42,294,321</u>
Business-type activities:										
Charges for services										
Water and sewer	24,807,442	24,250,089	24,651,018	24,754,868	25,296,809	24,908,850	25,556,346	25,729,905	27,394,983	23,932,893
Solid waste	14,925,959	14,701,713	15,441,291	14,626,474	14,748,707	15,327,755	15,832,628	16,754,407	17,770,995	17,456,238
Stormwater Utility	-	-	-	-	-	-	-	-	2,117,203	2,233,083
BUS-Operating grants and contributions	-	-	-	-	-	-	-	-	-	126,990
Capital grants and contributions	292,206	27,539	111,699	45,899	64,452	-	398,300	-	-	-
Total business-type activities	<u>40,025,607</u>	<u>38,979,341</u>	<u>40,204,008</u>	<u>39,427,241</u>	<u>40,109,968</u>	<u>40,236,605</u>	<u>41,787,274</u>	<u>42,484,312</u>	<u>47,283,181</u>	<u>43,749,204</u>
Total primary government program revenues	<u>\$ 71,984,486</u>	<u>\$ 69,140,792</u>	<u>\$ 70,614,739</u>	<u>\$ 71,174,596</u>	<u>\$ 78,509,671</u>	<u>\$ 81,876,545</u>	<u>\$ 84,088,590</u>	<u>\$ 83,823,231</u>	<u>\$ 92,094,981</u>	<u>\$ 86,043,525</u>
Net (Expense)/Revenue										
Governmental activities	\$ (54,345,554)	\$ (49,425,195)	\$ (53,402,062)	\$ (55,341,691)	\$ (52,670,990)	\$ (56,302,116)	\$ (65,338,730)	\$ (73,541,057)	\$ (52,606,999)	\$ (73,075,275)
Business-type activities	5,048,077	5,316,480	4,950,158	3,367,346	2,071,735	(758,028)	(1,717,721)	(1,344,434)	6,450,822	(3,860,171)
Total primary government net expense	<u>\$ (49,297,477)</u>	<u>\$ (44,108,715)</u>	<u>\$ (48,451,904)</u>	<u>\$ (51,974,345)</u>	<u>\$ (50,599,255)</u>	<u>\$ (57,060,144)</u>	<u>\$ (67,056,451)</u>	<u>\$ (74,885,491)</u>	<u>\$ (46,156,177)</u>	<u>\$ (76,935,446)</u>

City of Deerfield Beach, Florida
Changes in Net Position
Last Ten Fiscal Years
(Accrual Basis of Accounting)

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
General Revenues and Other										
Changes in Net Position										
Governmental activities:										
Taxes										
Property taxes	\$ 34,791,821	\$ 27,073,004	\$ 28,188,611	\$ 33,750,761	\$ 35,512,381	\$ 37,603,317	\$ 39,732,879	\$ 42,852,391	\$ 45,215,722	\$ 48,309,392
Utility taxes	-	6,705,240	7,343,575	7,907,567	7,976,554	8,074,781	8,307,025	8,429,194	8,709,365	8,421,784
Sales taxes	3,890,338	4,123,936	4,394,070	4,648,145	4,875,615	5,413,109	5,062,149	5,384,431	5,321,474	4,803,143
Franchise taxes	9,429,873	8,652,572	8,959,809	8,867,645	6,832,413	7,795,465	7,648,226	7,622,049	7,840,494	7,365,570
Motor fuel taxes	1,283,545	1,289,074	1,285,882	1,318,433	1,353,883	1,491,230	1,416,578	1,418,558	1,427,609	1,203,827
Alcoholic beverage/mobile home license taxes	49,433	52,419	48,407	55,777	96,892	85,980	96,204	86,067	85,214	86,107
Grants and contributions not restricted to specific programs	1,241,144	1,072,777	1,471,496	1,622,476	1,804,085	1,868,658	1,987,520	2,065,013	1,983,976	1,715,329
Unrestricted investment earnings	77,980	39,677	64,333	56,617	85,147	207,623	279,975	894,912	2,403,213	1,325,584
Miscellaneous revenues	432,884	176,178	166,419	166,676	1,797,415	380,032	730,852	2,187,154	1,454,295	2,128,836
Transfers	(7,014)	(477,187)	-	-	270,893	321,113	-	306,699	270,961	155,211
Total governmental activities	<u>51,190,004</u>	<u>48,707,690</u>	<u>51,922,602</u>	<u>58,394,097</u>	<u>60,605,278</u>	<u>63,241,308</u>	<u>60,605,278</u>	<u>71,246,468</u>	<u>74,712,323</u>	<u>75,514,783</u>
Business-type activities:										
Unrestricted investment earnings	31,833	27,383	45,401	55,312	59,880	168,703	237,770	493,611	1,112,080	708,666
Miscellaneous revenues	-	-	-	-	(46,381)	-	-	-	-	77,650
Transfers	7,014	477,187	(1,678,071)	(264,961)	(270,893)	(321,113)	(306,699)	(306,699)	(270,961)	(155,211)
Total business-type activities	<u>38,847</u>	<u>504,570</u>	<u>(1,632,670)</u>	<u>(209,649)</u>	<u>(257,394)</u>	<u>(152,410)</u>	<u>(68,929)</u>	<u>186,912</u>	<u>841,119</u>	<u>631,105</u>
Total primary government	<u>51,228,851</u>	<u>49,212,260</u>	<u>50,289,932</u>	<u>58,184,448</u>	<u>60,347,884</u>	<u>63,088,898</u>	<u>65,192,479</u>	<u>71,433,380</u>	<u>75,553,442</u>	<u>76,145,888</u>
Change in net position										
Governmental activities	(3,155,550)	(717,505)	(1,479,460)	3,052,406	7,934,288	7,934,288	6,939,192	(2,294,589)	22,105,324	2,439,508
Business-type activities	5,086,924	5,821,050	3,317,488	3,157,697	1,814,341	(910,438)	(1,786,650)	(2,184,950)	(1,157,523)	(3,229,066)
Total primary government	<u>\$ 1,931,374</u>	<u>\$ 5,103,545</u>	<u>\$ 1,838,028</u>	<u>\$ 6,210,103</u>	<u>\$ 9,748,629</u>	<u>\$ 7,023,850</u>	<u>\$ 5,152,542</u>	<u>\$ (4,479,539)</u>	<u>\$ 20,947,801</u>	<u>\$ (789,558)</u>

City of Deerfield Beach, Florida
Governmental Activities Tax Revenues by Source
Last Ten Fiscal Years
(Accrual Basis of Accounting)

Fiscal Year	Property Taxes	Utility Taxes	Sales Taxes	Franchise Taxes	Local Option Gas Tax	Alcoholic Beverage/ Mobile Home License Taxes	Total
2011	\$ 34,791,821	\$ -	\$ 3,890,338	\$ 9,429,873	\$ 1,283,545	\$ 49,433	\$ 49,445,010
2012	27,073,004	6,705,240	4,123,936	8,652,572	1,289,074	52,419	47,896,245
2013	28,188,611	7,343,575	4,394,070	8,959,809	1,285,882	48,407	50,220,354
2014	33,750,761	7,907,567	5,934,513	8,867,645	1,318,433	55,777	57,834,696
2015	35,512,381	7,976,554	4,875,615	6,832,413	1,353,883	96,892	56,647,738
2016	37,603,317	8,074,781	6,393,307	7,639,677	1,491,230	85,980	61,288,292
2017	39,732,879	8,307,025	5,062,149	7,648,226	1,416,578	96,204	62,263,061
2018	42,852,391	8,429,194	6,677,330	7,622,049	1,418,558	86,067	67,085,589
2019	45,215,722	8,709,365	5,321,474	7,840,494	1,427,609	85,214	68,599,878
2020	48,309,392	8,421,784	4,803,143	7,365,570	1,203,827	86,107	70,189,823

City of Deerfield Beach, Florida
Fund Balances of Governmental Funds
Last Ten Fiscal Years
(Accrual Basis of Accounting)

	Fiscal Year									
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
General Fund										
Non-spendable	\$ 824,089	\$ 705,590	\$ 696,001	\$ 663,995	\$ 211,331	\$ 245,932	\$ 441,359	\$ 700,972	\$ 231,158	\$ 402,789
Assigned	3,885,412	4,600,367	4,193,717	4,502,471	7,028,371	7,855,937	8,057,917	8,291,753	8,848,378	9,543,562
Unassigned	4,682,040	1,711,253	2,823,003	8,781,650	11,631,572	16,512,401	16,400,894	17,968,892	17,617,916	21,664,616
Total general fund	<u>9,391,541</u>	<u>7,017,210</u>	<u>7,712,721</u>	<u>13,948,116</u>	<u>18,871,274</u>	<u>24,614,270</u>	<u>24,900,170</u>	<u>26,961,617</u>	<u>26,697,452</u>	<u>31,610,967</u>
All Other Governmental Funds										
Unreserved, reported in:										
Non-spendable	2,190,989	1,217,499	1,229,499	1,240,498	1,251,701	1,066,318	1,657,455	1,408,008	1,297,270	1,492,547
Restricted	16,846,273	12,280,648	22,844,054	17,303,614	11,323,253	12,263,149	12,317,388	49,356,084	48,641,825	46,701,455
Assigned	-	-	-	-	-	-	-	-	-	2,341,276
Unassigned	<u>(908,678)</u>	<u>(245,058)</u>	<u>101,767</u>	<u>(181,733)</u>	<u>(231,284)</u>	<u>(284,862)</u>	<u>(294,146)</u>	<u>(164,575)</u>	<u>(381,201)</u>	<u>(208,849)</u>
Total all other governmental funds	<u>\$ 18,128,584</u>	<u>\$ 13,253,089</u>	<u>\$ 24,175,320</u>	<u>\$ 18,362,379</u>	<u>\$ 12,343,670</u>	<u>\$ 13,044,605</u>	<u>\$ 13,680,697</u>	<u>\$ 50,599,517</u>	<u>\$ 49,557,894</u>	<u>\$ 50,326,429</u>

Note: The City implemented GASB 54 beginning with the fiscal year ended September 30, 2011.

City of Deerfield Beach, Florida
Changes in Fund Balances - Governmental Funds
Last Ten Fiscal Years
(Accrual Basis of Accounting)

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Revenues										
Property taxes	\$ 35,102,671	\$ 34,252,646	\$ 27,771,349	\$ 28,291,130	\$ 35,512,396	\$ 37,603,317	\$ 39,732,879	\$ 42,852,391	\$ 45,215,722	\$ 48,309,392
Sales and use taxes	5,036,695	5,165,731	5,432,787	5,565,280	6,221,255	6,790,747	6,374,461	6,677,330	6,725,332	6,179,244
Fire assessment fees	5,998,886	8,090,526	8,371,764	8,491,262	11,007,913	11,068,185	11,041,726	11,026,863	11,288,253	13,687,279
Franchise fees	9,921,939	9,584,608	8,704,150	8,959,809	8,447,210	7,795,465	7,648,226	7,622,049	7,840,494	7,365,570
Utility taxes	-	-	6,705,240	7,343,575	7,976,554	8,074,781	8,307,025	8,429,194	8,709,365	8,421,784
Local option gas tax	1,271,279	1,283,545	1,289,074	1,285,882	1,353,883	1,491,230	1,416,578	1,418,558	1,427,609	1,203,827
Alcoholic beverage/mobile home license taxes	-	-	-	-	-	-	-	-	85,214	86,107
Local business taxes/permits	1,673,573	2,567,037	2,906,324	3,006,077	4,674,337	4,202,781	5,432,035	4,951,256	7,535,466	7,344,457
Intergovernmental	6,813,940	6,779,390	7,380,901	8,753,280	5,058,080	5,058,080	7,000,870	5,838,827	3,494,173	6,632,289
Charges for services	7,859,433	8,098,203	7,476,283	8,236,329	9,785,012	9,674,471	10,275,886	9,998,883	10,050,895	9,005,717
Fines and forfeitures	1,508,597	1,246,585	1,031,508	911,536	1,726,615	1,830,841	1,484,146	1,529,006	1,325,231	1,770,589
Impact fees	-	-	-	-	-	176,954	244,612	138,626	457,807	664,558
Investment earnings	160,673	78,154	39,677	64,333	85,191	207,695	279,974	894,911	2,403,213	1,325,584
Miscellaneous	5,439,834	5,918,709	7,651,004	6,870,128	17,030,831	9,085,943	9,424,423	9,244,581	10,600,470	9,497,112
Total revenues	80,787,520	83,065,134	84,760,061	87,778,621	108,879,277	103,060,490	107,186,590	110,622,475	117,159,244	121,493,509
Expenditures										
General government	19,943,800	16,674,774	15,483,228	15,510,007	21,977,441	18,083,088	20,379,141	16,637,413	16,796,303	14,636,010
Economic environment	778,651	1,250,183	2,113,478	2,964,052	1,821,340	2,770,158	2,121,390	2,782,544	2,832,044	3,457,681
Public safety	43,892,036	48,742,790	51,659,751	54,809,205	58,670,678	60,100,777	61,789,116	65,048,696	68,763,739	71,277,001
Human services	2,454,137	2,085,353	2,081,504	2,154,433	2,842,242	2,197,031	2,436,525	2,915,117	2,832,728	2,520,942
Physical environment	2,268,385	3,263,916	4,334,094	3,518,440	6,845,708	4,843,967	6,160,397	7,265,038	7,361,321	6,138,135
Transportation	1,670,907	1,574,080	1,850,040	2,292,118	2,737,514	2,812,545	2,795,435	2,902,618	2,398,753	2,497,918
Culture and recreation	6,533,568	4,600,545	3,504,151	2,997,052	3,658,093	3,975,250	4,603,199	5,507,911	5,725,177	4,624,314
Capital outlay	4,949,174	9,607,475	6,176,331	5,770,037	5,872,209	4,717,906	2,885,587	2,885,587	5,434,535	7,700,899
Debt service										
Principal retirement	2,340,272	2,285,825	2,285,825	2,606,667	2,504,085	2,520,002	2,725,773	2,745,479	2,564,594	2,653,195
Interest and fiscal charges	1,955,037	1,908,170	2,208,582	2,710,837	2,063,110	2,048,017	2,150,785	2,101,051	4,026,808	3,673,954
Fiscal agent fees and other fees	-	-	332,013	102,057	-	-	-	-	-	-
Total expenditures	86,785,967	91,993,111	92,028,997	95,434,905	(99,542,112)	(94,894,905)	108,047,348	110,791,454	118,736,002	119,180,049
Excess (deficiency) of revenue over (under) expenditures	(5,998,447)	(8,927,977)	(7,268,936)	(7,656,284)	(113,143)	(1,008,251)	615,493	615,493	(1,576,758)	2,313,460
Other Financing Sources (Uses)										
Transfers in	6,154,285	4,954,400	10,647,167	7,517,606	6,966,774	6,843,592	7,316,052	6,896,744	6,425,237	8,686,107
Transfers out	6,161,299	4,971,176	8,969,096	7,252,645	6,695,875	6,522,479	7,009,353	6,590,045	6,154,275	(8,530,897)
Premiums on bonds issued	-	-	1,125,416	-	-	-	-	5,826,066	-	-
Proceeds from refunded bonds	-	-	(14,282,254)	-	-	-	-	-	-	-
Bonds and notes issued	-	-	34,860,000	-	-	-	-	36,155,000	-	-
Bonds and notes issued	-	-	-	-	-	-	-	36,155,000	-	-
CARES act funds	-	-	-	-	-	-	-	-	-	1,374,764
Capital lease proceeds	-	-	-	-	-	1,752,172	-	-	-	1,838,622
Total other financing sources (uses)	424,788	(7,014)	(16,776)	23,381,233	264,961	270,899	5,191,224	306,699	78,442,765	619,068
Net changes in fund balances	\$ (3,914,267)	\$ (6,005,461)	\$ (8,944,753)	\$ 8,599,182	\$ (6,851,323)	\$ 157,156	\$ 5,191,224	\$ 78,273,786	\$ 78,273,786	\$ 2,932,528
Debt services as a percentage of non-capital expenditures	5.40 %	5.10 %	13.20 %	5.50 %	4.40 %	4.73 %	4.83 %	4.55 %	5.78 %	5.68 %

City of Deerfield Beach, Florida
General Governmental Tax Revenues by Source
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)

Fiscal Year	Property Taxes	Utility Taxes	Sales Taxes	Franchise Taxes	Local Option Gas Tax	Alcoholic Beverage/ Mobile Home License Taxes	Total
2011	\$ 34,252,646	\$ -	\$ 5,165,731	\$ 9,584,608	\$ 1,283,545	\$ 49,433	\$ 50,335,963
2012	27,771,349	6,705,240	5,432,787	8,704,150	1,289,074	52,419	49,955,019
2013	28,291,130	7,343,575	5,565,280	8,959,809	1,285,882	48,407	51,494,083
2014	33,750,761	7,907,567	5,934,513	8,867,645	1,318,433	55,777	57,834,696
2015	35,512,396	7,976,554	4,875,615	6,832,413	1,353,883	96,892	56,647,753
2016	37,603,317	8,074,781	6,393,307	7,639,677	1,377,907	85,980	61,174,969
2017	39,732,879	8,307,025	6,374,461	7,648,226	1,416,578	96,204	63,575,373
2018	42,852,391	8,429,194	6,677,330	7,622,049	1,418,558	86,067	67,085,589
2019	45,215,722	8,709,365	6,725,332	7,840,494	1,427,609	85,214	70,003,736
2020	48,309,392	8,421,784	6,179,244	7,365,570	1,203,827	86,107	71,565,924

City of Deerfield Beach, Florida
Assessed Value and Actual Value of Taxable Property
Last Ten Fiscal Years

Fiscal Year	Real Property (1)	Personal Property	Less: Tax-Exempt Property	Total Taxable Assessed Value	Total Direct Tax Rate	Estimated Actual Taxable Value (1)	Taxable Assessed Value as a Percentage of Actual Taxable Value
2011	\$ 6,413,168,923	\$ 411,439,128	\$ 1,684,098,356	\$ 5,140,509,695	6.7688	\$ 8,035,763,100	63.970%
2012	6,085,548,562	392,877,631	1,636,113,175	4,842,313,018	5.7688	7,629,719,059	63.466%
2013	6,068,817,518	389,788,094	1,614,924,968	4,843,680,644	5.7688	7,605,089,169	63.690%
2014	6,282,449,796	398,719,587	1,673,533,699	5,007,635,684	6.7688	7,864,092,199	63.677%
2015	6,965,511,494	402,157,090	2,064,034,621	5,303,633,963	6.7688	8,646,548,680	61.338%
2016	7,575,534,000	428,708,115	2,347,582,606	5,656,659,509	6.6688	9,388,030,664	60.254%
2017	8,307,953,360	439,084,367	2,667,289,990	6,079,747,737	6.5007	10,239,191,304	59.377%
2018	8,926,809,490	449,468,620	1,425,792,130	7,950,485,980	6.5007	10,961,317,366	72.532%
2019	9,581,418,870	452,285,512	1,952,768,762	8,080,935,620	6.4810	11,710,313,829	69.007%
2020	10,703,956,100	456,247,845	1,536,709,678	9,623,494,267	6.3560	12,993,128,014	74.066%

Note: Assessed values are determined as of January 1st for each fiscal year.

(1) Real Property is assessed at 88% and Personal Property is assessed at 55%

Source: Broward County, Florida Property Appraiser

City of Deerfield Beach, Florida
Property Tax Rates – Direct and Overlapping Government

Fiscal Year	Overlapping Rates													
	City of Deerfield Beach			County			School District			Children's Services	North Broward Hospital District	South Florida Water Management District	Florida Inland Navigation District	Total Direct & Overlapping Rates
	Operating Millage	Debt Service Millage	Total City Millage	Operating Millage	Debt Service Millage	Total County Millage	Operating millage	Debt Service Millage	Total School Millage					
2011	6.2482	0.5206	6.7688	5.1021	0.4509	5.5530	7.6310	-	7.6310	0.4696	1.8750	0.6240	0.0345	21.3986
2012	5.1865	0.5832	5.7697	5.1860	0.3670	5.5530	7.4180	-	7.4180	0.4789	1.8750	0.4363	0.0345	22.9559
2013	5.1856	0.5832	5.7688	5.2576	0.2954	5.5530	7.4560	-	7.4560	0.4902	1.8564	0.4289	0.0345	21.5654
2014	6.2317	0.5371	6.7688	5.4400	0.2830	5.7230	7.4800	-	7.4800	0.4882	1.7554	0.4110	0.0345	21.5878
2015	6.2745	0.4943	6.7688	5.4584	0.2646	5.7230	7.4380	-	7.4380	0.4882	1.5939	0.3842	0.0345	22.6609
2016	6.1949	0.4739	6.6688	5.4741	0.2489	5.7230	7.2030	0.0710	7.2740	0.4882	1.4425	0.3551	0.0320	22.4306
2017	6.0493	0.4514	6.5007	5.4474	0.2216	5.6690	6.8360	0.0703	6.9063	0.4882	1.3462	0.3307	0.0320	21.9836
2018	6.0981	0.4026	6.5007	5.4623	0.2067	5.6690	6.4740	0.0654	6.5394	0.4882	1.2483	0.3100	0.0320	21.2731
2019	6.1267	0.3740	6.5007	5.4792	0.1898	5.6690	6.2750	0.1279	6.4029	0.4882	1.0855	0.2936	0.0320	20.7876
2020	6.3560	0.3542	6.7102	5.4999	0.1691	5.6690	6.4140	0.9120	7.3260	0.4882	1.1469	0.2675	0.0320	20.4719

Source: Broward County, Florida Property Appraiser.

City of Deerfield Beach, Florida
Principal Property Taxpayers
Current Year and Nine Years Ago

Tax Payer	2020			2011		
	Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Valuation	Assessed Valuation	Rank	Percentage of Total Taxable Assessed Valuation
Publix Super Markets Inc..	\$ 93,350,240	1	3.73 %	\$ 64,621,890	1	3.37 %
SCG Atlas deercreek 11 LLC %						
Starwood Cap	85,653,960	2	3.42	-		-
Florida Power & Light Co.	83,876,852	3	3.35	48,972,864	3	2.55
Deerfield Beach ES Hotel LLC	65,450,000	4	2.61	-		-
Weingarten Realty Investors	51,930,500	5	2.07	-		-
Quiet Waters Business Park LLC %						
Graystar	50,041,030	6	2.00	41,236,190	5	2.15
Hillsboro Technology Center LLC	49,795,490	7	1.99	-		-
EQR-Waterways LLC	45,421,220	8	1.81	-		-
Real Sub LLC	31,459,600	9	1.26	-		-
Scully Quiet Waters LLC	30,353,500	10	1.21	-		-
City National bank of FL TRSTE	-		-	53,511,179	2	2.79
CP Deerfield LLC	-		-	41,303,820	4	2.15
Felcor/CCS Holdings L P	-		-	39,665,230	6	2.07
News & Sun Sentinel	-		-	37,805,327	7	1.97
City National Bank of Florida	-		-	37,053,457	8	1.93
Land TR	-		-	33,291,552	9	1.73
Florida Land Holdings LLC TR	-		-	28,461,270	10	1.48
Total	<u>\$ 587,332,392</u>		<u>23.45 %</u>	<u>\$ 425,922,779</u>		<u>22.19 %</u>

Source: Broward County Records, Taxes and Treasury Division

Broward County, Florida Property Appraiser

City of Deerfield Beach, Florida
Property Tax Levies and Collections
Last Ten Fiscal Years

Fiscal Year Ended	Tax Roll Year	Collected within the Fiscal Year of the Levy			Delinquent Tax Collections*	Total Collections to Date	
		Taxes Levied	Amount	Percentage of Levy		Amount	Percentage of Levy
2011	2010	\$ 34,882,909	\$ 34,086,591	97.7	\$ 166,055	\$ 34,252,646	98.2
2012	2011	27,996,499	27,771,349	99.2	36,493	27,807,842	99.3
2013	2012	28,007,125	26,185,412	93.5	362,795	26,548,207	94.8
2014	2013	31,263,431	29,869,364	95.5	(113,030) *	29,756,334	95.2
2015	2014	33,333,975	32,924,554	98.8	(121,127) *	32,803,427	98.4
2016	2015	35,102,340	34,887,089	99.4	47,214	34,934,303	99.5
2017	2016	39,631,940	37,991,955	95.9	62,509	38,054,464	96.0
2018	2017	42,810,803	40,940,537	95.6	860,484	41,801,021	97.6
2019	2018	46,146,136	44,107,935	95.6	912,471	45,020,406	97.6
2020	2019	45,040,154	44,481,393	98.8	1,324,546	45,805,939	101.7

Delinquent tax collections are recognized when received. Amounts not collected as of the applicable fiscal year end have been fully reserved and are not reported in the basic financial statements.

*Negative amount represents refund of prior year's taxes as a result of decision by Broward County Value Adjustment Board.

Source: Broward County, Florida Revenue Collector

City of Deerfield Beach, Florida
Water Sold by Type of Customer
Last Ten Fiscal Years
(in thousands of gallons)

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Residential - Single Family	\$ 838,122.00	\$ 747,798.00	\$ 772,444.00	\$ 745,569.00	\$ 784,548.00	\$ 790,967.00	\$ 853,859.00	\$ 796,740.00	\$ 794,050.00	\$ 827,172.00
Residential - Multi-Family	1,095,698.00	1,063,976.00	1,123,024.00	1,063,107.00	1,084,878.00	1,006,073.00	763,095.00	753,441.00	663,433.00	710,714.00
Commercial	515,713.00	513,810.00	557,271.00	532,985.00	554,552.00	592,708.00	546,010.00	596,111.00	540,127.00	518,004.00
Irrigation	489,519.00	505,949.00	551,942.00	556,219.00	548,671.00	520,962.00	579,577.00	578,262.00	596,566.00	538,558.00
Hydrants	1,764.00	44.00	98.00	345.00	9,795.00	793.00	7,988.00	5,102.00	8,862.00	1,113.00
Total	<u>\$2,940,816.00</u>	<u>\$2,831,577.00</u>	<u>\$3,004,779.00</u>	<u>\$2,898,225.00</u>	<u>\$2,982,444.00</u>	<u>\$2,911,503.00</u>	<u>\$2,750,529.00</u>	<u>\$2,729,656.00</u>	<u>\$2,603,038.00</u>	<u>\$2,595,561.00</u>
Total direct rate per 1,000 gallons	<u>\$ 2.65</u>	<u>\$ 2.65</u>	<u>\$ 2.65</u>	<u>\$ 2.65</u>	<u>\$ 2.65</u>	<u>\$ 2.65</u>	<u>\$ 2.65</u>	<u>\$ 5.47</u>	<u>\$ 6.41</u>	<u>\$ 5.84</u>

Source: City of Deerfield Beach, Department of Financial Services

City of Deerfield Beach, Florida
Water and Sewer Rates
Last Ten Fiscal Years

Fiscal Year	Water		Sewer	
	Monthly Base		Monthly Base	
	Rate		Rate	
2011	\$ 15.00	\$ 2.65	\$ 10.98	\$ 2.71
2012	15.00	2.65	10.98	2.71
2013	15.00	2.65	10.98	2.71
2014	15.00	2.65	10.98	2.71
2015	15.00	2.65	10.98	2.71
2016	15.00	2.65	10.98	2.71
2017	15.00	2.65	10.98	2.71
2018	15.00	2.65	10.98	2.71
2019	15.00	2.65	10.98	2.71
2020	15.00	2.65	10.98	2.71

Note: Rates are based on 3/4" meter, which is the standard household meter size.

Source: City of Deerfield Beach, Customer Service

City of Deerfield Beach, Florida
Ratios of Outstanding Debt by Type
Last Ten Fiscal Years

	Governmental Activities			Business-type Activities							
	General Obligation Bonds	Covenant Bonds	Capital Leases	Water and Sewer Bonds	Capital Leases	Loans and Notes	Total Primary Government	Percentage of Personal Income	Per Capita	Population	Personal Income
Fiscal Year											
2011	\$ 23,797,434	\$ 13,125,000	\$ 882,697	\$ 16,019,116	\$ 1,649,043	\$ 19,167,958	\$ 74,641,248	4.00	\$ 995	75,018	\$ 1,863,871,000
2012	22,369,937	12,670,000	479,369	15,426,772	2,607,256	17,798,020	71,351,354	4.02	934	76,389	1,776,923,000
2013	21,128,368	25,265,000	231,996	14,827,383	1,760,609	16,388,471	79,601,827	4.33	1,041	76,473	1,836,793,000
2014	19,797,105	24,140,000	80,981	14,938,143	1,087,825	14,196,426	74,240,480	4.06	960	77,361	1,829,286,000
2015	18,533,690	22,980,000	-	14,042,421	639,800	14,196,426	70,392,337	3.96	918	76,662	1,779,325,000
2016	17,295,290	21,785,000	1,665,572	12,839,802	3,042,143	12,498,150	69,125,957	3.77	890	77,659	1,834,539,000
2017	16,977,148	20,921,705	1,296,968	12,112,720	831,697	10,884,734	63,024,972	3.34	793	78,042	1,852,951,000
2018	15,073,185	51,265,000	951,425	11,397,243	610,114	9,246,973	88,543,940	3.78	1,127	78,573	2,343,754,000
2019	14,262,255	56,186,812	601,070	10,595,004	9,696,445	7,579,659	98,921,245	4.79	1,244	79,497	2,066,445,000
2020	12,877,338	48,925,000	3,458,318	9,678,126	10,309,198	5,882,575	91,130,555	4.18	1,124	81,066	2,179,216,212

Note: General Obligation and Covenant bonds are presented net of any related premiums, discounts and adjustments.

City of Deerfield Beach, Florida
Ratios of General Bonded Debt Outstanding
Last Ten Fiscal Years

<u>Fiscal Year</u>	<u>General Obligations Bonds</u>	<u>Less: Amounts Available in Debt Service Funds</u>	<u>Total</u>	<u>Percentage of Actual Taxable Value</u>	<u>Per Capita</u>
2011	\$ 23,797,434	\$ 290,794	\$ 23,506,640	0.29 %	\$ 313
2012	22,369,937	290,782	22,079,155	0.29 %	289
2013	2,112,836	2,539,617	(426,781)	0.24 %	243
2014	19,797,105	2,513,964	17,283,141	0.22 %	223
2015	18,533,690	2,534,573	15,999,117	0.19 %	209
2016	17,295,290	2,400,835	14,894,455	0.18 %	223
2017	16,977,148	2,440,501	14,536,647	0.17 %	207
2018	15,073,185	6,507,301	8,565,884	0.10 %	140
2019	14,262,255	4,537,565	9,724,690	0.08 %	122
2020	12,877,338	4,252,912	8,624,426	0.07 %	108

Source: City of Deerfield Beach, Financial Services Department

City of Deerfield Beach, Florida
Direct and Overlapping Governmental Activities Debt
As of September 30, 2020

	Debt Outstanding	Estimated Percentage Applicable	Estimated Share of Overlapping Debt
Direct Debt:			
General obligation bonds	\$ 12,877,338	100.00 %	\$ 12,877,338
Covenant bonds (1)	48,925,000	100.00 %	48,925,000
Capital leases	3,458,318	100.00 %	3,458,318
Total direct debt	<u>65,260,656</u>		<u>65,260,656</u>
Overlapping Debt:			
School Board of Broward County, Florida:			
Certificates of participation	\$ 1,338,303	0.13 %	1,740
Capital leases	68,850	0.13 %	90
Subtotal, overlapping debt	<u>1,407,153</u>		<u>1,830</u>
Total direct debt and overlapping debt	<u>\$ 66,667,809</u>		<u>\$ 65,262,486</u>

- (1) \$4,350,000 of covenant bonds are secured by and payable from the Florida Power and Light Company electric franchise fees. The remaining balance of covenant bonds are payable from all governmental activities revenue sources of the City, Except for ad valorem taxes.
- (2) Overlapping debt includes only general obligation debt secured by ad valorem taxes as of September 30, 2020.
- (3) Debt outstanding data provided by each government unit.

Sources: Assessed value data used to estimate applicable percentages provided by the Broward County, Florida Property Appraiser.

** Ratio of taxable assessed value in the City of Deerfield Beach to total Broward County assessed value.*

Note: The computation of legal debt margin is not included in the statistical section, since neither the Florida statutes nor the current ordinances of the City of Deerfield Beach specify a legal debt margin.

City of Deerfield Beach, Florida
Water and Sewer Pledged-Revenue Coverage
Last Ten Fiscal Years

Fiscal Year	Gross Revenues (A)	Expenses (B)	Net Revenue Available for Debt Service	Debt Service Requirements			Coverage (D)
				Escrow or Principal	Interest	Total (C)	
2011	\$ 24,839,275	\$ 14,564,201	\$ 10,275,074	\$ 1,936,139	\$ 1,359,143	\$ 3,295,282	3.12
2012	24,277,472	13,681,310	10,596,162	1,962,273	1,293,540	3,255,813	3.25
2013	24,696,419	14,235,267	10,461,152	1,968,105	1,278,885	3,246,990	3.22
2014	24,810,180	17,417,474	7,392,706	2,081,285	1,152,032	3,233,317	2.29
2015	25,356,689	15,350,588	10,006,101	1,498,498	1,065,191	2,563,689	3.90
2016	25,077,553	15,838,252	9,239,301	2,238,878	877,272	3,116,150	2.97
2017	25,395,815	17,079,275	8,300,090	2,340,498	829,997	3,170,495	2.62
2018	25,434,035	16,904,326	8,529,709	2,402,352	875,366	3,277,718	2.60
2019	28,213,257	14,086,816	14,126,441	2,584,194	650,132	3,234,326	2.78
2020	24,529,012	15,471,131	9,057,881	865,000	447,769	1,312,769	6.90

- A) Gross revenue for the purpose of determining debt service coverage, is equal to the sum of the operating revenues of the Water and Sewer Fund and total interest earnings.
- B) Expenses, for the purpose of determining debt service coverage, are equal to the total operating expenses of the Water and Sewer Fund less depreciation and less the general administrative charge.
- C) The debt service requirement for the Florida Municipal Loan Council Revenue bonds, Series 2008A is set forth in the tri-partite loan agreement between the City ("the Borrower"); Banc of America Public Capital Corporation ("the Purchaser"); and the Florida Municipal Loan Council ("the Issuer").
- D) The debt service requirements for the State of Florida Drinking Water Revolving Loan, as well as the State's Water Pollution Control Financing Corporation revolving loans are set forth in the 'Clean Water State Revolving Fund Agreement' between the City and the State of Florida, Department of Environmental Protection.

City of Deerfield Beach, Florida
Non-Ad Valorem Revenue
Anti-Dilution Test
September 30, 2020

Revenues	FY2020	FY2019	Prior Two- Year Average
Total Governmental Funds	\$ 121,493,509	\$ 117,159,244	\$ 119,326,377
Less: Ad Valorem Tax Revenues	(44,281,635)	(41,337,606)	(42,809,621)
Incremental Tax Revenues	(4,027,757)	(3,878,116)	(3,952,937)
Total Governmental Non-Ad Valorem Revenues	73,184,117	71,943,522	72,563,819
Less: Restricted Funds:			
Community Redevelopment Agency	(36,509)	(70,380)	(53,445)
General Construction Fund	(549,805)	(1,112,010)	(830,908)
Non-Major Governmental Funds	(12,445,997)	(5,797,210)	(9,121,604)
Adjusted Non-Ad Valorem Revenues	<u>\$ 60,151,806</u>	<u>\$ 64,963,922</u>	<u>\$ 62,557,862</u>

Expenditures	FY2020	FY2019	Prior Two- Year Average
Essential Expenditures:			
Public Safety	\$ 71,277,001	\$ 68,763,737	\$ 70,020,369
General Governmental	14,636,010	16,796,303	15,716,157
Total Essential Expenditures	85,913,011	85,560,040	85,736,526
Less: Ad Valorem Revenues Available to Pay Essential Expenditures	<u>(44,281,635)</u>	<u>(41,337,606)</u>	<u>(42,809,621)</u>
Adjusted Essential Expenditures	<u>41,631,376</u>	<u>44,222,434</u>	<u>42,926,905</u>

Net Non-Ad Valorem Revenues Available for Debt Service	<u>\$ 18,520,430</u>	<u>\$ 20,741,488</u>	<u>\$ 19,630,959</u>
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Adjustments	FY2020	FY2019	Prior Two- Year Average
Ad Valorem Revenue Restricted for Debt Service	\$ 2,653,195	\$ 2,564,593	\$ 2,608,894

Test 1 - Prior Two Year Average of Non-Ad Valorem Revenues Covers Projected MADS by 150%

Net Non-Ad Valorem Revenues available for debt service	\$ 19,630,959
Maximum Annual Non-Ad Valorem Debt Service	\$ 2,000,000
Coverage	981.55 %

Test 2 - Projected MADS does not exceed 20% of Governmental Fund Revenues, less ad valorem revenues restricted for debt service and debt proceeds

Two-Year Average Net Total Governmental Funds	\$ 116,717,483
Maximum Annual Non-Ad Valorem Debt Service	\$ 2,000,000
Coverage	1.71 %

City of Deerfield Beach, Florida
Demographic and Economic Statistics
Last Ten Fiscal Years

Fiscal Year	(1) Population	Personal Income**	(2) Per Capita Personal Income	(1) Median Age	(3) School Enrollment	(2) Unemployment Rate
2011	75,018	\$ 1,850,526	\$ 24,668	43.3	8,278	9.00 %
2012	76,389	1,776,923	23,262	44.2	8,422	6.50 %
2013	76,473	1,836,793	24,019	43.3	7,496	5.80 %
2014	77,361	1,829,286	23,646	43.2	7,442	4.60 %
2015	76,662	1,779,325	26,210	42.1	7,961	4.60 %
2016	77,659	1,834,539	23,623	42.9	7,397	4.70 %
2017	78,042	1,852,951	23,743	43.5	7,285	3.70 %
2018	78,573	2,343,754	29,829	41.6	7,522	3.50 %
2019	79,497	2,066,445	25,994	42.5	6,861	2.60 %
2020	80,188	2,220,049	27,689	41.6	6,455	7.00 %

Sources:

(1) Bureau of Economic and Business Research (BEBR)

(2) American Factfinder & Quickfacts Census.gov

(3) School Board of Broward County, Florida

** Personal income data expressed in thousands

City of Deerfield Beach, Florida
Principal Employers
Current Year and Nine Years Ago

Employer	2020			2011		
	Employees	Rank	Percentage of Total Employment	Employees	Rank*	Percentage of Total Employment
Publix Corporation	1,906	1	5.20 %	1268	2	3.41 %
JM Family Enterprises	1,354	2	3.69 %	1410	1	3.06 %
Broward Health North	1,460	3	3.98 %	1051	3	2.54 %
UPS	480	4	1.31 %	452	6	1.09 %
City of Deerfield Beach	536	5	1.46 %	538	5	1.30 %
Target	440	6	1.20 %	-	-	- %
Republic National Distribution	387	7	1.06 %	-	-	- %
Peoples Trust	364	8	0.99 %	-	-	- %
Broward Sheriff Office	144	9	0.39 %	230	8	0.56 %
List Industries	238	10	0.65 %	329	7	0.79 %
Sun-Sentinel	-	-	-	148	9	0.36 %
MAPEI	-	-	-	146	10	0.35 %
Medics Ambulance Service	-	-	-	716	4	1.73 %
	<u>7,309</u>	-	<u>19.93 %</u>	<u>6,288</u>	N/A*	<u>15.19 %</u>

Sources: Employer's Human Resource Department

Florida Department of Economic Opportunity

City of Deerfield Beach, Florida
Full-Time Equivalent Government Employees by Function
Last Ten Fiscal Years

Function/Program	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
General government	62	66	64	63	73	66	60	62	64	60
Public safety										
Police										
Uniformed	126	126	126	126	127	127	130	135	135	135
Civilians	43	43	46	45	45	42	42	17	17	17
Fire/Rescue										
Firefighters and Officers	140	154	143	147	138	139	141	145	146	146
Bldg. inspection services	17	18	19	16	-	-	-	-	-	-
Civilians	20	2	2	6	5	5	2	1	1	1
Economic environment	1	1	1	1	1	1	2	2	2	2
Culture and recreation	65	64	70	66	72	75	94	53	53	84
Human services	37	38	39	40	39	40	39	22	23	28
Public works administration	1	-	-	-	-	-	-	-	-	-
Grounds maintenance	42	38	31	37	36	39	42	4	4	4
Parks	11	7	7	10	10	7	7	5	7	11
Water & sewer	65	60	58	58	60	56	69	81	81	105
Solid waste	49	53	55	54	64	75	68	68	68	75
Transportation										
Street maintenance	11	10	10	11	12	11	14	15	11	11
Total	<u>690</u>	<u>680</u>	<u>671</u>	<u>680</u>	<u>682</u>	<u>683</u>	<u>710</u>	<u>610</u>	<u>612</u>	<u>679</u>

Source: City of Deerfield Beach, Financial Services Department

City of Deerfield Beach, Florida
Operating Indicators by Function
Last Ten Fiscal Years

Function/Program	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Public safety										
Police:										
Physical arrests	2,926	2,432	2,435	2,729	2,563	2,616	2,600	2,552	2,136	1,298
Parking violations	17,446	16,603	15,248	15,315	20,084	19,980	17,982	17,413	18,474	14,803
Traffic violations	15,023	17,357	11,214	17,382	17,631	17,220	15,402	14,031	17,361	11,354
Fire/Rescue:										
Number of emergency responses	20,473	229,146	21,005	14,606	15,217	15,458	11,642	15,472	15,927	15,531
Inspections	6,147	7,033	5,400	5,332	7,653	3,916	2,420	3,193	2,651	2,879
Fire extinguished	156	115	162	152	139	162	185	145	130	118
Transportation										
Street maintenance:										
Streets resurfacing (miles)	2	-	13	28	22	-	-	-	11	20
Potholes repaired	2,212	1,800	800	556	204	200	436	577	403	427
Sidewalk repaired (feet)	3,200	13,900	12,000	5,705	8,555	3,920	2,894	3,911	4,781	4,383
Transit services										
Total route miles	83,458	99,846	64,570	142,690	106,942	140,124	116,317	148,424	143,705	89,674
Number of trips	23,329	25,368	87,205	97,743	91,902	86,048	79,836	43,020	71,996	42,949
Physical environment										
Number of burials	130	84	113	122	110	112	104	125	121	153
Culture and recreation										
Athletic field permits issued	70	99	65	246	493	1,344	1,682	116	-	36
Number of participants in arts & education classes	12,000	3,500	13,625	5,498	5,684	6,144	2,015	2,560	6,217	1,500
Number of special event permits issued	70	129	121	192	88	76	81	115	70	57
Attendance at special events	240,000	224,000	231,995	298,530	285,500	292,000	336,644	325,000	275,677	99,513
Human services										
Childcare:										
Average daily attendance	13	13	15	12	10	12	18	12	15	12
Number of meals served	18,956	15,639	20,491	15,785	18,381	18,467	15,098	18,505	6,302	9,235
Adult daycare:										
Average daily attendance	6	7	8	7	7	5	31	31	4	4
Alzheimer's daycare:										
Average daily attendance	23	18	25	27	24	28	139	151	34	34
Water										
New connections	32	12	8	10	10	5	32	34	287	30
Water main breaks	65	39	53	12	13	40	36	60	192	17
Average daily consumption (millions of gallons)	9	9	9	9	9	9	10	-	-	9
Permitted raw water withdrawal	14	14	14	14	14	12	17	9	-	14
Sewer										
Average daily sewage treatment (Thousands of gallons)	7,000	7,000	7,000	7,000	7,000	7,000	7,000	5,796	5,324	5,900
Solid waste										
Refuse collected (tons/day)	196	246	251	247	276	402	260	464	371	433
Recyclables collected (tons/day)	37	25	29	33	27	49	29	35	25	23

Source: Various City departments

Note: Indicators are not available for the general government function.

*The average daily attendance for Adult daycare and Alzheimer's daycare are higher than the previous years due to a change in the counting mechanism.

City of Deerfield Beach, Florida
Capital Asset Statistics by Function
Last Ten Fiscal Years

Function/Program	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Public safety										
Police:										
Stations	2	2	2	2	2	2	2	2	2	2
Patrol units	126	126	126	126	130	130	130	130	130	130
Fire/Rescue:										
Stations	6	6	6	6	6	6	6	6	6	6
Rescue ambulances	8	8	6	6	6	6	6	6	6	6
Fire engines	6	6	4	4	4	4	4	4	4	4
Ladder/heavy squad trucks	2	1	1	1	1	1	1	1	1	-
Transportation										
Streets (miles)	146	146	146	146	146	146	146	146	146	146
Sidewalks (miles)	135	135	136	136	136	136	136	136	136	136
Streetlights (poles)	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000
Traffic signals	68	68	68	68	68	70	70	70	70	70
Culture and recreation										
Parks acreage	324	324	317	338	345	398	398	398	398	398
Parks	33	33	34	35	44	52	52	52	52	52
Swimming pools	1	1	1	1	1	1	1	1	1	1
Tennis courts	12	12	12	12	12	12	12	12	12	12
Community centers	2	2	2	2	3	3	3	3	3	3
Water										
Water main (miles)	232	232	232	232	232	234	234	234	234	234
Maximum daily capacity (millions of gallons)	35	35	35	24	24	24	24	24	24	24
Sewer										
Sanitary sewers (miles)	137	137	137	137	137	136	136	136	136	136
Storm sewers (miles)	48	48	48	48	48	48	48	48	48	48
Average daily treatment capacity (thousands of gallons)	7,400	7,400	7,400	7,400	7,400	7,400	7,400	7,400	7,400	7,400
Solid waste										
Collection trucks	38	32	32	28	23	23	23	23	23	42

Source: Various City departments

Note: No Capital Assets Indicators are available for the general government function.

COMPLIANCE REPORTS

CITY OF DEERFIELD BEACH, FLORIDA

CONTENTS

Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	132-133
Independent Auditors' Report on Compliance for Each Major Federal Program and State Project; Report on Internal Control Over Compliance; and Report on the Schedule of Expenditures of Federal Awards and State Financial Assistance Required by Uniform Guidance and Chapter 10.550, Rules of the Auditor General	134-136
Schedule of Expenditures of Federal Awards and State Financial Assistance	137-138
Notes to Schedule of Expenditures of Federal Awards and State Financial Assistance	139
Schedule of Findings and Questioned Costs	140-146
Summary Schedule of Prior Audit Findings	147
Management Letter in Accordance with the Rules of the Auditor General of the State of Florida	148-150
Appendix A – Current Year and Prior Years Recommendations to Improve Financial Management	151-153
Independent Accountants' Report on Compliance Pursuant to Section 218.415 Florida Statutes	154
Affidavit, F.S. Section 163.31801, Impact Fees	155-156

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS***

To the Honorable Mayor, City Commission, and City Manager
City of Deerfield Beach, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Deerfield Beach, Florida (the City), as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated June 30, 2021. Our report includes a reference to other auditors who audited the financial statements of the City of Deerfield Beach Municipal Firefighter's Pension Trust Fund, City of Deerfield Beach Non-Uniformed Employees' Retirement Plan and the City of Deerfield Beach Police Officer's Retirement Plan as described in our report on the City's financial statements. This report does not include the results of the other auditors' testing on internal control over financial reporting or compliance and other matters that are reported separately by those auditors.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. However, as described in the accompanying schedule of findings and questioned costs, we did identify certain deficiencies in internal control that we consider to be a material weakness and significant deficiencies.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiency described in the accompanying schedule of findings and questioned costs as item MW2020-001 to be a material weakness.

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiencies described in the accompanying schedule of findings and questioned costs as items SD2018-002 and SD2020-002 to be significant deficiencies.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

City's Response to Findings

The City's response to the findings identified in our audit are described in the accompanying schedule of findings and questions costs and corrective action plan. The City's responses were not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Marcum LLP

Fort Lauderdale, FL
June 30, 2021

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR
FEDERAL PROGRAM AND STATE PROJECT; REPORT ON INTERNAL CONTROL
OVER COMPLIANCE; AND REPORT ON THE SCHEDULE OF EXPENDITURES OF
FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE REQUIRED BY THE
UNIFORM GUIDANCE AND CHAPTER 10.550, RULES OF THE AUDITOR GENERAL**

To the Honorable Mayor, City Commission, and City Manager
City of Deerfield Beach, Florida

Report on Compliance for the Major Federal Program and each Major State Project

We have audited the City of Deerfield Beach, Florida's (the City) compliance with the types of compliance requirements described in the *OMB Compliance Supplement*, and the requirements described in the *State of Florida Department of Financial Services' State Projects Compliance Supplement*, that could have a direct and material effect on the City's major federal program and each major state project for the year ended September 30, 2020. The City's major federal program and state projects are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal and state statutes, regulations, and the terms and conditions of its federal awards and state projects applicable to its federal programs and state projects.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for the City's major federal program and its state projects based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and Chapter 10.550, Rules of the Auditor General. Those standards, the Uniform Guidance, and Chapter 10.550, Rules of the Auditor General, require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program or state project occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for its major federal program and each major state project. However, our audit does not provide a legal determination of the City's compliance.

Opinion on the Major Federal Program and each Major State Project

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program and each major state project for the year ended September 30, 2020.

Report on Internal Control Over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program or state project to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and state project and to test and report on internal control over compliance in accordance with the Uniform Guidance and Chapter 10.550, Rules of the Auditor General, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program or state project on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program or state project will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program or state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550, Rules of the Auditor General. Accordingly, this report is not suitable for any other purpose.

***Report on Schedule of Expenditures of Federal Awards and State Financial Assistance
Required by the Uniform Guidance and Chapter 10.550 Rules of the Auditor General***

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated June 30, 2021, which contained unmodified opinions on those financial statements. Our report includes a reference to other auditors who audited the pension trust funds, as described in our report on the City's financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards and state financial assistance is presented for purposes of additional analysis as required by the Uniform Guidance and Chapter 10.550, Rules of the Auditor General, and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards and state financial assistance is fairly stated in all material respects in relation to the basic financial statements as a whole.

Marcum LLP

Fort Lauderdale, FL
June 30, 2021

CITY OF DEERFIELD BEACH, FLORIDA

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE

FOR THE YEAR ENDED SEPTEMBER 30, 2020

Federal/State Agency, Pass-Through Entity Federal Program/State Project	CFDA/ CSFA No.	Contract/Grant Number	Expenditures
<i>U.S. Department of Health and Human Services</i>			
Indirect Programs:			
Pass-through the Broward County - Department of			
Elder Affairs:			
Special Programs for the Aging			
Title III, Part E - National Family Caregiver Support	93.052	JA 119-06-2019	\$ 1,434
Title III, Part E - National Family Caregiver Support	93.052	JA 120-06-2020	1,239
			<u>2,673</u>
Title III, Part B - Grants for Supportive Services and Seniors Centers	93.044	JA 119-06-2019	22,666
Title III, Part E - National Family Caregiver Support and Seniors Centers	93.044	JA 120-06-2020	57,909
			<u>80,575</u>
<i>Total Special Programs for the Aging Cluster</i>			<u>83,248</u>
Low-Income Home Energy Assistance Program Grants (EHEAP)			
Home Energy Assistance	93.568	JP118-06-2019	15,787
Home Energy Assistance	93.568	JP119-06-2020	3,456
			<u>19,243</u>
<i>Total U.S. Department of Health and Human Services</i>			<u>102,491</u>
<i>U.S. Department of Housing and Urban Development</i>			
Direct Programs:			
Community Development Block Grant (CDBG):			
CDBG Entitlement Cluster	14.218	B15MC120046	14,457
CDBG Entitlement Cluster	14.218	B16MC120046	269,171
CDBG Entitlement Cluster	14.218	B17MC120046	160,499
CDBG Entitlement Cluster	14.218	B18MC120046	246,467
CDBG Entitlement Cluster	14.218	B19MC120046	416,970
COVID-19 CDBG Entitlement Cluster	14.218	B20MC120046	37,810
<i>Total Community Development Block Grant (CDBG) Entitlement Cluster</i>			<u>1,145,374</u>
Community Housing Development Organization:			
Home Rehabilitation Program	14.239	None	236,554
<i>Total U.S. Department of Housing and Urban Development</i>			<u>1,381,928</u>
<i>U.S. Department of Homeland Security</i>			
Indirect Program:			
Passed through State of Florida			
Division of Emergency Management - Disaster Relief Funding, Hurricane Irma	97.036	4337	114,071
<i>Total U.S. Department of Homeland Security</i>			<u>114,071</u>
<i>U.S. Department of Justice</i>			
Direct Program:			
COVID-19 Emergency Supplemental Funding Program	16.034	2020-VD-BD1705	9,351
<i>Total U.S. Department of Homeland Security</i>			<u>9,351</u>
<i>U.S. Department of Transportation</i>			
Indirect Programs:			
Pass-through State of Florida -			
Florida Department of Transportation:			
Highway Planning and Construction	20.205	GOV32	170,219
Highway Planning and Construction	20.205	G1631	324,528
<i>Total Highway Planning and Construction Cluster</i>			<u>494,747</u>
<i>Total U.S. Department of Transportation</i>			<u>494,747</u>
<i>Total Expenditures of Federal Awards</i>			<u>\$ 2,102,588</u>

(Continued)

See notes to schedule of expenditures of federal awards and state financial assistance.

CITY OF DEERFIELD BEACH, FLORIDA

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE (CONTINUED)

FOR THE YEAR ENDED SEPTEMBER 30, 2020

Federal/State Agency, Pass-Through Entity Federal Program/State Project	CFDA/ CSFA No.	Contract/Grant Number	Expenditures
<i>State of Florida Department of Elder Affairs</i>			
Alzheimer's Disease Initiative - Projects	65.002	JZ119-06-2019	\$ 97,084
Alzheimer's Disease Initiative - Respite	65.004	JZ119-06-2020	121,552
Alzheimer's Disease Initiative - Respite	65.004	JZ120-06-2021	6,658
<i>Total Alzheimer's Disease Initiative - Respite</i>			<u>128,210</u>
Special Program for the Aging:			
Local Service Program	65.009	JL119-06-2020	282
Local Service Program	65.009	JL118-06-2019	75,165
<i>Total Special Program for the Aging</i>			<u>75,447</u>
<i>Total State of Florida Department of Elder Affairs</i>			<u>300,741</u>
<i>State of Florida Division of Emergency Management</i>			
Hurricane Loss Mitigation Program	31.066	DEM-HL00014	185,699
<i>State of Florida Housing Finance Corporation</i>			
State Housing Initiatives Partnership Program	40.901	N/A	223,249
COVID-19 State Housing Initiatives Partnership Program	40.901	N/A	148,424
<i>Total State of Florida Housing Finance Corporation</i>			<u>371,673</u>
<i>State of Florida Department of Economic Opportunity</i>			
Fluoridation Grant	64.001	COHU2	86,173
<i>Total Expenditures of State Financial Assistance</i>			<u>\$ 944,286</u>
<i>Total Expenditures of Federal Awards and State Financial Assistance</i>			<u><u>\$ 3,046,874</u></u>

See notes to schedule of expenditures of federal awards and state financial assistance.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE

FOR THE YEAR ENDED SEPTEMBER 30, 2020

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards and state financial assistance (the Schedule) presents the expenditure activity of all federal awards and state financial assistance of the City of Deerfield Beach, Florida (the City) for the year ended September 30, 2020. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and Chapter 10.550, *Rules of the Auditor General of the State of Florida*. Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position or cash flows of the City.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported in the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance and the Florida Single Audit Act, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 – INDIRECT COST RATE

The City has elected not to use the 10-percent de minimis indirect cost rate for federal programs allowed under the Uniform Guidance.

CITY OF DEERFIELD BEACH, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED SEPTEMBER 30, 2020

SECTION I - SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued on whether the financial

statements audited were prepared in accordance with GAAP:

Unmodified Opinion

Internal control over financial reporting:

Material weakness(es) identified?

X Yes No

Significant deficiency(ies) identified?

X Yes None reported

Noncompliance material to financial statements noted?

 Yes X No

Federal Awards and State Projects

Internal control over the major federal program and
state projects:

Material weakness(es) identified?

 Yes X No

Significant deficiency (ies) identified?

 Yes X None reported

Type of auditors' report issued on compliance for the major
federal programs and state projects:

Unmodified Opinion

Any audit findings disclosed that are required to be reported
in accordance with 2 CFR 200.516(a)
and Chapter 10.557, *Rules of the Auditor General*?

 Yes X No

Identification of major programs/projects:

Federal Program

CFDA No.

Community Development Block Grants
Entitlement Cluster

14.218

State Projects

CSFA No.

Alzheimer's Disease Initiative - Respite Care
State Housing Initiatives Partnership Program

65.004

40.901

Dollar threshold used to distinguish between

Type A and Type B federal programs and state projects:

Federal: \$750,000

State: \$300,000

Auditee qualified as a low-risk auditee for federal awards?

X Yes No

CITY OF DEERFIELD BEACH, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

FOR THE YEAR ENDED SEPTEMBER 30, 2020

SECTION II – FINANCIAL STATEMENT FINDINGS

MATERIAL WEAKNESS

MW2020-001 – INTERNAL CONTROLS OVER THE PREPARATION OF THE FINANCIAL STATEMENTS

Criteria

The City is required to prepare the Financial Statements in accordance with the accounting principles generally accepted in the United State of America (U.S. GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body establishing governmental accounting and financial reporting principles. The Financial Statements include management’s discussion and analysis, the government wide and fund level financial statements and schedules, notes to the Financial Statements and the required supplementary information.

Condition

The City is currently not performing an adequate review of the Financial Statements to ensure the year end amounts and disclosures are complete, accurate and in accordance with GASB. A draft of the Financial Statements was provided to the auditors that was misstated, inaccurate and incomplete.

Cause

The City is not prioritizing the importance to adhere to the Financial Statements review procedures that have been established by the City to ensure all year-end amounts and disclosures as required by GASB, are properly and accurately captured and reported in the Financial Statements in a timely manner.

Effect

A lack completing required reconciliations and disclosures, and proper review procedures led to a misstated and incomplete draft Financial Statements. Ultimately this led to a delay in the completion of the auditor procedures and the Financial Statements not being issued in a timely manner.

CITY OF DEERFIELD BEACH, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

FOR THE YEAR ENDED SEPTEMBER 30, 2020

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

MW2020-001 – INTERNAL CONTROLS OVER THE PREPARATION OF THE FINANCIAL STATEMENTS (CONTINUED)

Recommendation

The City should ensure that adequate procedures and internal controls are in place to ensure that the Financial Statements are complete and accurate. These controls should include controls requiring the reconciliation of account balances to the appropriate supporting documentation (e.g., general ledger, internal reports, note disclosures, etc.), the use of a disclosure checklist, and adequate training of staff with required accounting and financial reporting standards.

Views Responsible Officials and Planned Corrective Action

See accompanying Corrective Action Plan.

SIGNIFICANT DEFICIENCY

SD 2018-002 – Financial Close and Reporting (Repeat Finding)

Criteria

The City should follow its Accounting Policies and Procedures to ensure the financial statement closing process is completed in a timely manner.

Condition

The City is currently not performing its monthly and annual financial reporting closing process in a timely manner. We commenced audit fieldwork on January 28, 2019 for the audit of the year ended September 30, 2018, and many general ledger accounts were not properly reconciled or recorded. We commenced audit fieldwork on January 20, 2020 for the audit of the year ended September 30, 2019, and many general ledger accounts were not properly reconciled or recorded. This resulted in several entries subsequent to receiving the trial balances.

Cause

The City is not prioritizing the importance to adhere to the monthly and year-end closing procedures that have been established to ensure all transactions are properly captured and reported in the general ledger in a timely manner.

CITY OF DEERFIELD BEACH, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

FOR THE YEAR ENDED SEPTEMBER 30, 2020

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

SIGNIFICANT DEFICIENCY (CONTINUED)

SD 2018-002 – Financial Close and Reporting (Repeat Finding) (continued)

Effect

A lack of completing required closing procedures led to preliminary misstatements to the financial statements and a significant number of adjusting journal entries and reversal entries to be posted after the commencement of the audit.

Prior Year's Recommendation

We believe that the year-end closing could proceed more quickly and smoothly by developing a logical order for closing procedures and assigning responsibility for completing the procedures to specific City personnel. In order to make the financial reports generated by the accounting system as meaningful as possible, the City should reconcile the general ledger accounts on a monthly basis. A benefit of monthly reconciliations is that errors do not accumulate but can be identified and attributed to a particular period, which makes it easier to perform future reconciliations. Also, it provides to accurate and timely financial reports which are relied upon City management for operational decisions.

Prior Year's Views of Responsible Officials and Planned Corrective Actions

Management agrees with the recommendations and have taken steps to correct this deficiency. We have filled all but one position which recruitment has been delayed due to the COVID-19 response. With the new as well as seasoned staff, assignments have been delegated, schedules developed, and a monthly review process is in place.

Current Year Status

Due to various reasons, not limited to; a transition of management in the finance department and COVID-19, a timely close of annual financial reporting closing processes was not addressed in the current year. We commenced audit fieldwork on January 18, 2021 for the audit of the year ended September 30, 2020, and many general ledger accounts were not properly reconciled or transactions recorded. This resulted in several entries subsequent to receiving the trial balances and a delay in the completion of the audit procedures.

CITY OF DEERFIELD BEACH, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

FOR THE YEAR ENDED SEPTEMBER 30, 2020

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

SIGNIFICANT DEFICIENCY (CONTINUED)

SD 2018-002 – Financial Close and Reporting (Repeat Finding) (continued)

Current Year's Recommendation

We believe that the year-end closing could proceed more quickly and smoothly by developing a logical order for closing procedures and assigning responsibility for completing the procedures to specific City personnel. In order to make the financial reports generated by the accounting system as meaningful as possible, the City should reconcile the general ledger accounts on a monthly basis. A benefit of monthly reconciliations is that errors do not accumulate but can be identified and attributed to a particular period, which makes it easier to perform future reconciliations. Also, it provides for accurate and timely financial reports which are relied upon by City management for operational decisions.

Current Year's Views Responsible Officials and Planned Corrective Actions

See accompanying Corrective Action Plan.

SD2020-002 – INTERNAL CONTROLS OVER THE PREPARATION OF THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE (SEFA)

Criteria

The City is required to prepare a SEFA in accordance with the prescribed guidelines of the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*.

Condition

In connection with the federal grant agreement with the Department of Homeland Security ("DHS") and Federal Emergency Management Agency ("FEMA") for Hurricane Irma (CFDA 97.036), an error was identified in the timing of the recognition of qualifying expenditures based on obligation dates provided by FEMA for the SEFA. Accordingly, qualifying expenditures of \$2,249,911 were originally incorrectly included in the fiscal year 2020 SEFA, which caused the SEFA to be overstated which altered the major program determination in accordance with Uniform Guidance by the external auditor.

Cause

The City was not fully aware of the obligation dates provided by the funding agency and the unique reporting requirements set forth by FEMA.

CITY OF DEERFIELD BEACH, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

FOR THE YEAR ENDED SEPTEMBER 30, 2020

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

SIGNIFICANT DEFICIENCY (CONTINUED)

SD2020-002 – INTERNAL CONTROLS OVER THE PREPARATION OF THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE (SEFA) (CONTINUED)

Effect

Including ineligible expenditures in the SEFA results in the City being out of compliance with the requirements set forth in the underlying grant agreements and the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*. Such finding could impact subsequent federal or state funding.

Recommendation

The City should ensure that adequate procedures and internal controls are in place to ensure that the SEFA is complete and accurate. These controls should include controls requiring the reconciliation of federal expenditures to the appropriate supporting documentation (e.g., general ledger, grant reports, agency websites, etc.).

Views Responsible Officials and Planned Corrective Actions

See accompanying Corrective Action Plan.

CITY OF DEERFIELD BEACH, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

FOR THE YEAR ENDED SEPTEMBER 30, 2020

SECTION III – FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

None.

SECTION IV – STATE PROJECTS FINDINGS AND QUESTIONED COSTS

None.

CITY OF DEERFIELD BEACH, FLORIDA
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

I. PRIOR YEAR FINANCIAL STATEMENT FINDINGS AND STATUS

SIGNIFICANT DEFICIENCY

SD 2018-002 - was not addressed and the finding is repeated.

II. PRIOR YEAR FEDERAL AWARD AND STATE PROJECTS FINDINGS AND QUESTIONED COSTS

None

**MANAGEMENT LETTER IN ACCORDANCE WITH THE RULES OF THE
AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Honorable Mayor, City Commission, and City Manager
City of Deerfield Beach, Florida

Report on the Financial Statements

We have audited the financial statements of the City of Deerfield Beach, Florida (the City), as of and for the year ended September 30, 2020, and have issued our report thereon dated June 30, 2021. We did not audit the financial statements of the Pension Trust Funds, which represent 92%, 94% and 68%, respectively, of the assets, net position/fund balance and revenues/additions of the aggregate remaining fund information.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards* (Uniform Guidance); and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditors' Report on Compliance for Each Major Federal Program and State Project; Report on Internal Control Over Compliance; and Report on Schedule of Expenditures of Federal Awards and State Financial Assistance Required by Uniform Guidance and Chapter 10.550, Rules of the Auditor General; Schedule of Findings and Questioned Costs; Summary Schedule of Prior Audit Findings and Independent Accountants' Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedules, which are dated June 30, 2021, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. The status of recommendations made in the preceding annual financial audit report have been addressed except as noted in the summary schedule of prior audit findings and in Appendix A to this report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The information regarding the specific legal authority for the City and its component units is discussed in Note A to the financial statements.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the City has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the City. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same. Our assessment was performed as of the fiscal year end.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did have two recommendations identified as MLC 2020-001 and MLC 2020-002 which are included in Appendix A.

Special District Component Units

Section 10.554(1)(i)5.d., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, please see Appendix A.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal, state and other granting agencies, the Mayor and the City Commission, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Marcum LLP

Fort Lauderdale, FL
June 30, 2021

CITY OF DEERFIELD BEACH, FLORIDA

APPENDIX A – CURRENT YEAR AND PRIOR YEARS RECOMMENDATIONS TO IMPROVE FINANCIAL MANAGEMENT

FOR THE YEAR ENDED SEPTEMBER 30, 2020

No.	Current Year's Observations	Observation Is Still Relevant	Observation Addressed or No Longer Relevant
MLC 2020-001	Utility Billing – Utility Tax Rate		
MLC 2020-002	Solid Waste Fund Deficit Net Position		

No.	Prior Year's Observations	
ML 10-2	Segregation of Duties – Payroll related	Addressed

CITY OF DEERFIELD BEACH, FLORIDA

APPENDIX A – CURRENT YEAR AND PRIOR YEARS RECOMMENDATIONS TO IMPROVE FINANCIAL MANAGEMENT (CONTINUED)

FOR THE YEAR ENDED SEPTEMBER 30, 2020

MLC 2020-001 –UTILITY BILLING – UTILITY TAX RATE

Criteria

All utility bills should be processed with the authorized rates listed in the appropriate Ordinance approved by City Commission.

Condition

During the utility billings and collections testing, the auditor noted one discrepancy, out of a sample of 25 selections tested, between the authorized utility tax rate being charged/billed to customers. The exception related to the utility tax rate not being activated and charged to a customer.

Cause

After discussion with the City and review of supporting documentation provided, it appears there was an error when creating the customer profile in the City's utility billing system and not activating the utility tax charge code for the particular account.

Effect

Improper billing rates could create "over-billing(s)" and "under-billing(s)"; in this case, an under billing.

Recommendation

Marcum recommends that an internal control be developed to ensure that accurate data is input into the utility billing system and that an internal review be performed to ensure the above discrepancy is an isolated instance. Authorized rates used by the Utility Billing Division, should be reviewed and compared against the corresponding ordinance(s). This should reduce the incidence of discrepancies between the authorized rates per approved ordinance and the rates charged/billed on City customer's utility bills.

Management's Response

See accompanying Corrective Action Plan.

CITY OF DEERFIELD BEACH, FLORIDA

APPENDIX A – CURRENT YEAR AND PRIOR YEARS RECOMMENDATIONS TO IMPROVE FINANCIAL MANAGEMENT (CONTINUED)

FOR THE YEAR ENDED SEPTEMBER 30, 2020

MLC 2020-002 –SOLID WASTE NET POSITION/FUND BALANCE DEFICIT

Criteria

Per Governmental Accounting Standards Board (GASB) Statement No. 34, *Basic Financial Statements- and Management's Discussion and Analysis—for State and Local Governments*, paragraph 67, Enterprise funds should establish pricing policies that are designed to recover its costs, including capital costs (such as depreciation or debt service).

Condition

During the fiscal year ended September 30, 2020, it was noted that the Solid Waste fund had a deficit net position/fund balance of \$12,132,704. The Solid Waste fund has an ending deficit net position fund balance of \$7,403,536, \$9,418,532 and \$611,423 as of September 30, 2019, September 30, 2018 and September 30, 2017, respectively. Ending net position of the fund as of September 30, 2016 was a positive \$1,026,508.

Cause

This was due to solid waste utility rates not being sufficient to meet the increased personal and contractual service costs incurred by the solid waste fund during the year and previous years.

Effect

This could impact the City's bond ratings as well as other financial indicators. Enterprise funds distinguish between current and non-current assets and liabilities. It is possible to take advantage of this distinction to calculate working capital (i.e., current assets less current liabilities). The measure of working capital indicates the relatively liquid portion of total enterprise fund capital, which constitutes a margin or buffer for meeting obligations and considerations of future debt payments. It is essential that a government maintain adequate levels of working capital in its enterprise funds to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenses) and to ensure stable services and fees.

Recommendation

Marcum recommends that the City consider reviewing the solid waste rate charges to ensure future solid waste utility rates/revenues are sufficient in order to continue funding annual operating and maintenance costs, debt service, meet debt service coverage ratio requirements, eliminate the deficit and build/maintain a positive net position/fund balance.

Management's Response

See accompanying Corrective Action Plan.

**INDEPENDENT ACCOUNTANTS' REPORT ON COMPLIANCE PURSUANT TO
SECTION 218.415 FLORIDA STATUTES**

To the Honorable Mayor, City Commission, and City Manager
City of Deerfield Beach, Florida

We have examined the City of Deerfield Beach, Florida's (the City) compliance with Section 218.415 Florida Statutes, Local Government Investment Policies for the year ended September 30, 2020. Management of the City is responsible for the City's compliance with the specified requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the City complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgement, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the City's compliance with the specified requirements.

In our opinion, the City complied, in all material respects, with Section 218.415 Florida Statutes for the year ended September 30, 2020.

This report is intended solely to describe our testing of compliance with Section 218.415, Florida Statutes, and it is not suitable for any other purpose.

Marcum LLP

Fort Lauderdale, FL
June 30, 2021



MW2020-001 – Internal Controls over the Preparation of the Financial Statements

Management agrees with the recommendations and continues to develop and revise processes and procedures to address the internal controls and preparation of the financial statements. In late February, the City contracted with the GFOA's Research and Consulting team to not only assist with developing scope of need and evaluation criteria for the ERP, but to also to analyze and map out our business processes in preparation for the ERP. It will likely take a year or more before an ERP is fully implemented. The GFOA consultants are providing recommendations for business process improvements management can currently implement. Other issues include several sub-systems are involved in reconciling and ultimately developing the financial statements. These systems were either not fully implemented and/or present challenges in providing the necessary reporting needed to reconcile accounts appropriately. Management intends to abandon the 3rd party Comprehensive Annual Financial Report software and increase the engagement with the Auditors giving both parties direct communications and collaboration with preparation of the audit and financial statement development increasing efficiency. In addition, Management will update its Accounting Policies and Procedures Manual to reflect all Federal, State, and other regulatory reporting compliance. Lastly, the COVID-19 pandemic directly impacted key staff members, resulting in prolonged leaves of absence during critical audit fieldwork.

SD2018-002 – Financial Close and Reporting (Repeat Finding)

Management agrees with the recommendations and continue to take steps to correct this deficiency. Even though we filled all but one position at the time of the prior year's response, the COVID-19 pandemic directly impacted key staff members, resulting in prolonged leaves of absence during critical audit fieldwork. In late February, the City contracted with the GFOA's Research and Consulting team to analyze and map out our business processes in preparation for the ERP. The GFOA consultants are providing recommendations for business process improvements to increase efficiencies. Other issues include several sub-systems are involved in reconciling and ultimately developing the financial statements. These systems were either not fully implemented and/or present challenges in providing the necessary reporting needed to reconcile accounts appropriately. The City will be implementing new year end procedures that will allow us to streamline our current processes which include no longer using the 3rd party software and instead engage our auditors earlier in the preparation of the annual financial reports.

SD2020-002 – Internal controls over the preparation of the Schedule of Expenditures of Federal Awards and State Financial Assistance (SEFA)

Management agrees with the auditor's comments regarding the preparation of the SEFA. Management is aware of the requirements of how to record qualifying expenditures for the purposes of the SEFA. This isolated issue specifically relates to qualifying expenditures for Hurricane IRMA already previously recognized but remains on our financials as a receivable from FEMA. Management recognized the error and reissued a corrected SEFA and does not expect for this to be a repeated deficiency in the future years.

MLC2020-001 – Utility Billing – Utility Tax Rate

Management acknowledges and is aware that the item resulted in a minor underbilling to the customer due to a data error. As acknowledged by the auditors, it appears to be an isolated incident. Management is not aware of any historical or systemic issues as this is the first occurrence identified. Management will be recommending organizational reporting structure adjustments within Financial Services to increase cross training and review as well as collaborate with the Information Technology Department to develop the necessary reports to facilitate a more complete reconciliation of the utility billings.

MLC2020-002 – Solid Waste Net Position/Fund Balance Deficit

During the term of the contract, the funds were 100% funded and expense in the Solid Waste Fund for visibility and accountability within Sustainable Management Department that was responsible for contract management. The project has come to substantial completion with a few remaining punch-list items. The contract contemplated as part of the close out process to include a reconciliation of the capital assets to redistribute them to the appropriate Fund source.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-791

Agenda Date: 7/20/2021

Status: QUASI-JUDICIAL PUBLIC
HEARINGS

In Control: City Commission

Title

P.H. 2021-089: APPLICATION NO. 12-I2-02 Rev. 2 (Waste Connections of Florida, Inc.)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Current Activity

The applicant, Waste Connections of Florida, Inc., is seeking approval of a major site plan application for an addition of a new 19,500 square foot transfer station, 3,910 square foot maintenance building, and 5,998 square foot ancillary scalehouse and office building. The lot containing the existing construction and debris waste transfer facility will be combined with the adjacent vacant parcel to the south to develop the new buildings and expand operations.

The existing waste transfer station facility was approved in 2006 under Site Plan No.06-M4c-24. In 2013, Revision 1 of the site plan was approved to expand the existing facility to the adjacent parcel to the south and construct a 15,000 square foot processing building, which was never constructed and has since expired. This application (No. 12-I2-02 Rev. 2) is the second revision of the site plan, which also includes combining the adjacent property to the south. The proposed expansion will allow the facility to increase operations to meet current waste and recycling demand. Apart from the area designated to store site equipment and garbage containers, existing and future operations are conducted fully within the open-air transfer buildings which are enclosed on all sides with large overhead doors.

A traffic impact analysis was submitted for the proposed expansion to the existing development and all findings were approved by the City's traffic consultant.

The Community Appearance Board approved the application on April 28, 2021.

The Planning and Zoning Board unanimously approved the application on June 3, 2021.

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

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

1. Prior to issuance of the engineering permit, the applicant shall implement measures to maintain SW 43rd Terrace roadway in a reasonably clean condition through daily street sweeping of the entire length of the road, as well as the portion of Wiles Road going east from the Monarch Hill Landfill facility along the merge lane, or document to the City that they have entered into a binding agreement with the applicable association to provide for such measures.
2. Prior to issuance of the engineering permit, the applicant shall propose a pavement design in accordance with FDOT standards based on heavy duty vehicle use for the SW 43rd Terrace corridor, or document to the City that they have entered into a binding agreement with the applicable association to provide for such pavement design. This design or documentation shall be submitted to the City prior to the issuance of an engineering permit for the affected property.
3. Prior to issuance of a building permit, the Applicant shall submit evidence of the following to the City: documentation from the Broward County Property Appraiser that both parcels included in the Site Plan have been combined.
4. The Applicant shall maintain the water misters and dust suppression measures as proposed on the site plan and utilize a water tank truck to continuously spray the site as necessary for dust suppression during operating hours.
5. The Applicant shall complete a signal operation evaluation at the signalized intersection of Powerline Road and Wiles Road once the site receives a certificate of occupancy. The Applicant shall submit the evaluation to the City for approval within 90 days of the certificate of completion. If necessary, the Applicant shall make recommendations for signal operation modifications.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A MAJOR SITE PLAN APPLICATION FROM WASTE CONNECTIONS OF FLORIDA, INC., TO EXPAND THE EXISTING WASTE COLLECTION AND RECYCLING FACILITY WITH A NEW 19,500 SQUARE FOOT TRANSFER STATION, 3,910 SQUARE FOOT MAINTENANCE BUILDING, AND 5,998 SQUARE FOOT ANCILLARY SCALE HOUSE AND OFFICE BUILDING AT THE PROPERTY LOCATED AT 1751 SW 43RD TERRACE, DEERFIELD BEACH, FLORIDA (APPLICATION NO. 12-I2-02 Rev. 2); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 12-I2-02 Rev. 2 (the “Site Plan Application”) has been submitted to the City by Waste Connections of Florida, Inc. (the “Applicant”) seeking site plan approval to expand the existing waste collection and recycling facility with a new 19,500 square foot transfer station, 3,910 square foot maintenance building, and 5,998 square foot ancillary scale house and office building on the property located at 1751 SW 43rd Terrace, Deerfield Beach, Florida (collectively, the “Facility”); and

WHEREAS, the Facility site is approximately 4.6 acres located on two parcels of land legally described as LEEDS ENTERPRISES II 144-20 B PORTION OF PARCEL A DESC AS COMM AT SE COR PAR A,N 1285.11 ALG E/L PAR A,W 461.31 TO POB,CONT W 398.10,S 286.90 ALG W/L PAR A,E 317.45,SE 94.50,N 336.22 TO POB AND PORTION PARCEL A DESC AS COMM AT NW COR PARCEL A,S 484.87 ALG W/L TO POB,E 317.45,SE 94.50,S 168.35,W 399.12,N 218 TO POB, as recorded in Plat Book 144, Page 20, of the Public Records of Broward County, as more particularly described in the file and located at 1751 SW 43rd Terrace, Deerfield Beach, Florida in the I-2 Zoning District (the “Property”); and

WHEREAS, the existing construction and demolition debris waste transfer facility was approved in 2006 under Site Plan No. 06-M4c-24; and

WHEREAS, the Site Plan Application includes combining the parcel directly to the south of the existing facility to develop the new buildings to an expand operations; and

WHEREAS, the Site Plan Application was reviewed by pertinent City staff, the Community Appearance Board recommended approval of the Site Plan Application on April 28, 2021, and the Planning and Zoning Board voted to recommend approval on June 3, 2021; and

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

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

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

Section 2. The Site Plan Application is hereby approved, subject to the conditions set forth in the Site Plan Application and the Development Review Comments as amended, and dated June 3, 2021, together with the following conditions, all of which conditions are incorporated herein by this reference and shall be satisfied by the Applicant:

1. Prior to issuance of an engineering permit, the Applicant shall implement measures to maintain SW 43rd Terrace roadway in a reasonably clean condition through daily street sweeping of the entire length of the road, as well as the portion of Wiles Road going east from the Monarch Hill Landfill facility along the merge lane, or document to the City that you have entered into a binding agreement with the applicable association to provide for such measures.
2. Prior to the issuance of an engineering permit, the Applicant shall propose a pavement design in accordance with FDOT standards based on heavy duty vehicle use for the SW 43rd Terrace corridor, or document to the City that you have entered into a binding agreement with the applicable association to provide for such pavement design. This design or documentation shall be submitted to the City prior to the issuance of an engineering permit for either of the affected properties.
3. Prior to issuance of a building permit, the Applicant shall submit evidence of the following to the City: documentation from the Broward County Property Appraiser that both parcels included in the Site Plan have been combined.
4. The Applicant shall maintain the water misters and dust suppression measures as proposed on the site plan and utilize a water tank truck to continuously spray the site as necessary for dust suppression during operating hours.
5. The Applicant shall complete a signal operation evaluation at the signalized intersection of Powerline Road and Wiles Road once the site receives a certificate of occupancy. The Applicant shall submit the evaluation to the City for approval within 90 days of the certificate of completion. If necessary, the Applicant shall make recommendations for signal operation modifications.

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

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING A MAJOR SITE PLAN APPLICATION FROM WASTE CONNECTIONS OF FLORIDA, INC., TO EXPAND THE EXISTING WASTE COLLECTION AND RECYCLING FACILITY WITH A NEW 19,500 SQUARE FOOT TRANSFER STATION, 3,910 SQUARE FOOT MAINTENANCE BUILDING, AND 5,998 SQUARE FOOT ANCILLARY SCALE HOUSE AND OFFICE BUILDING AT THE PROPERTY LOCATED AT 1751 SW 43RD TERRACE, DEERFIELD BEACH, FLORIDA (APPLICATION NO. 12-I2-02 Rev. 2); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 12-I2-02 Rev. 2 (the “Site Plan Application”) has been submitted to the City by Waste Connections of Florida, Inc. (the “Applicant”) seeking site plan approval to expand the existing waste collection and recycling facility with a new 19,500 square foot transfer station, 3,910 square foot maintenance building, and 5,998 square foot ancillary scale house and office building on the property located at 1751 SW 43rd Terrace, Deerfield Beach, Florida (collectively, the “Facility”); and

WHEREAS, the Facility site is approximately 4.6 acres legally described as LEEDS ENTERPRISES II 144-20 B PORTION OF PARCEL A DESC AS COMM AT SE COR PAR A,N 1285.11 ALG E/L PAR A,W 461.31 TO POB,CONT W 398.10,S 286.90 ALG W/L PAR A,E 317.45,SE 94.50,N 336.22 TO POB AND PORTION PARCEL A DESC AS COMM AT NW COR PARCEL A,S 484.87 ALG W/L TO POB,E 317.45,SE 94.50,S 168.35,W 399.12,N 218 TO POB, as recorded in Plat Book 144, Page 20, of the Public Records of Broward County, as more particularly described in the file and located at 1751 SW 43rd Terrace, Deerfield Beach, Florida in the I-2 Zoning District (the “Property”); and

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

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

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

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

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

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

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

YOU ARE HEREBY NOTIFIED of a Quasi-Judicial Public Hearing before the City Commission on **Tuesday, July 20, 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) to consider the following:

P.H. 2021-089: Applicant: **APPLICATION NO. 12-I2-02 Rev. 2 (Waste Connections of Florida, Inc.) Waste Connections of Florida, Inc. represented by Carlos Gonzalez of Crain Atlantis Engineering, Inc.**

Proposal: Major Site Plan modification seeking approval for an addition of a new 19,500 square foot transfer station, 3,910 square foot maintenance building, and 5,998 square foot ancillary scale house and office building.

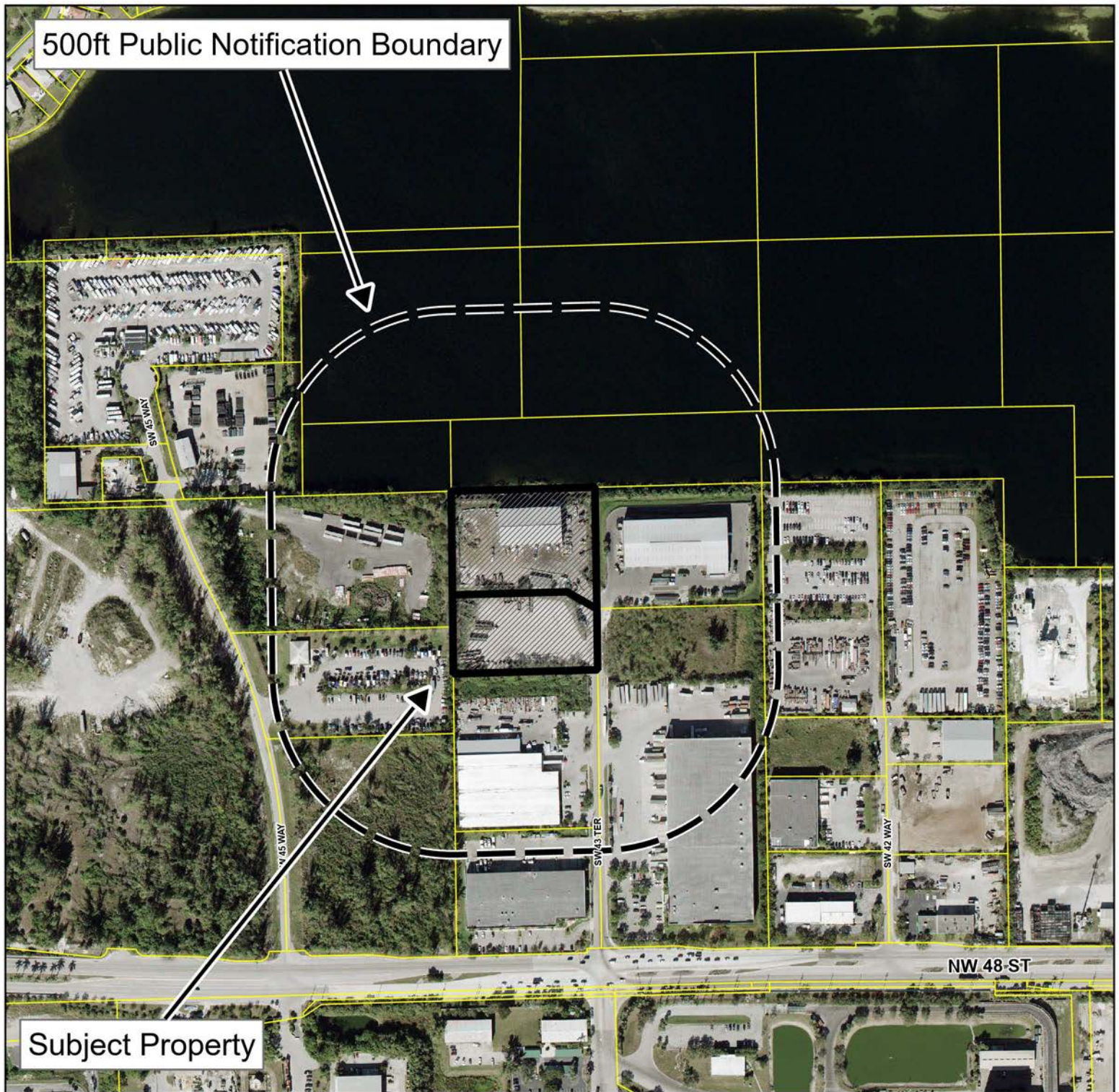
Location: The property is generally described as several parcels of land on LEDDS ENTERPRISES II 144-20 B PORTION PARCEL A DESC AS COMM AT NW COR PARCEL A,S 484.87 ALG W/L TO POB,E 317.45,SE 94.50,S 168.35,W 399.12,N 218 TO POB AND PORTION OF PARCEL A DESC AS COMM AT SE COR PAR A,N 1285.11 ALG E/L PAR A,W 461.31 TO POB,CONT W 398.10,S 286.90 ALG W/L PAR A,E 317.45,SE 94.50,N 336.22 TO POB, more particularly described in the file, and located at **1751 SW 43rd Terrace**.

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

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

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

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



Public Hearing Notice Map

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

1751 SW 43rd Terrace

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

0 200 400
Feet





Development Review Committee

Summary Report

Development Plan Application Review

General Information

Application No.	12-I2-02 Rev. 2
Project Name:	Waste Connections of Florida, Inc.
Applicant:	Waste Connections of Florida, Inc.
Agent:	Carlos Gonzalez of Crain Atlantis Engineering, Inc.
Requested Action/Description:	Major Site Plan modification seeking approval for an addition of a new 19,500 square foot transfer station, 3,910 square foot maintenance building, and 5,998 square foot ancillary scalehouse and office building.
Location:	1751 Southwest 43 rd Terrace
Legal Description:	The property is generally described as LEEDS ENTERPRISES II 144-20 B PORTION OF PARCEL A DESC AS COMM AT SE COR PAR A,N 1285.11 ALG E/L PAR A,W 461.31 TO POB,CONT W 398.10,S 286.90 ALG W/L PAR A,E 317.45,SE 94.50,N 336.22 TO POB AND PORTION PARCEL A DESC AS COMM AT NW COR PARCEL A,S 484.87 ALG W/L TO POB,E 317.45,SE 94.50,S 168.35,W 399.12,N 218 TO POB, as recorded in Plat Book 144, Page 20, of the Public Records of Broward County, more particularly described in the file.
Size:	201,192 square feet (4.6 acres)
Existing Zoning:	I-2 (Limited Heavy Industrial)
Existing Land Use:	Industrial (Solid Waste Recycling Facility)
Future Land Use Plan Designation:	Industrial

Surrounding Land Use and Zoning:

Existing Land Use:
North: Lake
East: Waste collection facility (Waste Management)
South: Construction distribution facility
West: (Vacant) Industrial

Zoning:

A-5c (Agricultural – Excavation)
I-2 (Limited Heavy Industrial)
I-2 (Limited Heavy Industrial)
I-2 (Limited Heavy Industrial)

Applicable Regulations:

Deerfield Beach Land Development Code

Plat Restrictions:

Parcel A-3 is restricted to 4.62 acres of Industrial Use. This note is required by Chapter 5, Article IX, Broward County Code of Ordinances, and may be amended by approval of the Broward County Board of County Commissioners. The notation and any amendments thereto are solely indicating the approved development level for property located within the plat and do not operate as a restriction in favor of any property owner including an owner or owners of property within this plat who took title to the property with reference to this plat.

Department Comments & Requirements

REQUEST:

The applicant, Waste Connections of Florida, Inc., is seeking approval of a major site plan application for an addition of a new 19,500 square foot transfer station, 3,910 square foot maintenance building, and 5,998 square foot ancillary scalehouse and office building. The lot containing the existing construction and debris waste transfer facility will be combined with the adjacent vacant parcel to the south to develop the new buildings and expand operations.

BACKGROUND:

The existing waste transfer station facility was approved in 2006 under Site Plan No.06-M4c-24. In 2013, Revision 1 of the site plan was approved to expand the existing facility to the adjacent parcel to the south and construct a 15,000 square foot processing building, which was never constructed and has since expired. This application (No. 12-I2-02 Rev. 2) is the second revision of the site plan, which also includes combining the adjacent property to the south. The proposed expansion will allow the facility to increase operations to meet current waste and recycling demand. Apart from the area designated to store site equipment and garbage containers, existing and future operations are conducted fully within the open-air transfer buildings which are enclosed on all sides with large overhead doors.

A traffic impact analysis was submitted for the proposed expansion to the existing development and all findings were approved by the City's traffic consultant.

The Community Appearance Board approved the application on April 28, 2021.

The Planning and Zoning Board unanimously approved the application on June 3, 2021.

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

COMMENTS:

Planning and Zoning:

General Comments

1. Per Section 98-13(8) plan sheets are to be organized in the order as listed by Code. Revise sheet index and sheet order to comply with Code. Refer to the site plan submittal checklist.

Revised 12/23/19: Comment addressed.

2. Provide updated plat determination letter from Broward County, listing total permitted square footage for proposed uses per plat. Letter also needs to clarify if existing plat stipulation of 30% ancillary office square footage applies to entire A-3 lot or per each building. (reference Official Records Book 48676, Page 978)

Revised 12/23/19: Comment pending applicant submittal.

Revised 10/2/20: Comment addressed.

3. Per Section 98-13(8)(j), conceptual engineering plans shall be submitted as separate set. Refer to the site plan submittal checklist.

Revised 12/23/19: Comment addressed.

Revised 1/24/21: Comment not addressed. Current submittal includes conceptual engineering sheets. Omit conceptual engineering sheets (C100, C101, C102, C103, C300, C400, C500, C501, C600) from plan set and ensure index located on cover page reflects the correction.

Revised 3/18/21: Comment addressed.

4. Provide a demolition plan, clearly denoting any structures and existing site work to be removed as a part of the new development.

Revised 12/23/19: Comment addressed. Demo plan provided in conceptual engineering set.

5. Provide a traffic circulation plan for proposed development, clearly showing typical navigation routes for trucks moving within the site.

Revised 12/23/19: Comment not addressed. Circulation plan needs to clearly show the typical navigation routes. The two-way arrows on the provided plan are not sufficient. Circulation plan also needs to show routes within fenced area south of office and maintenance buildings.

Revised 10/2/20: Comment addressed.

6. (New Comment 12/23/19) Provide narrative describing business operations and functioning of the site, including watering the site and other regularly scheduled dust prevention procedures. Include reference to any similarities or differences in operation to similar facilities in the area.

Revised 10/2/20: Comment addressed.

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.

Revised 10/2/20: Comment acknowledged.

8. All resubmittals must provide a written narrative responding to all comments.

Revised 10/2/20: Comment acknowledged.

9. Newly developed plans, which have not yet been reviewed by the City Commission, shall not be resubmitted with clouds or other demarcations showing changes to the proposed changes.

Revised 10/2/20: Comment addressed.

10. Per the requirements of Chapter 98-17.1 the applicant is required to pay impact fees for Public Safety and Parks. Payment of these fees are due at the time of Building permit submittal. Please note that if the project changes in size or intensity, the below calculations may also change. An impact fee calculation sheet will be given to the applicant when the project is complete.
 - a. Fire Rescue \$ 7,803.84
 - b. Police \$ 4,773.02

Revised 10/2/20: Comment acknowledged.

11. Please make an appointment with the Planning & Zoning Division for any resubmittal. Further comments may be forthcoming following resubmittal.

Revised 10/2/20: Comment acknowledged.

12. 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, to the project coordinator, any conversation or contact the applicant has with a separate division or department of the City.

Revised 10/2/20: Comment acknowledged. The project coordinator for this application has been assigned to Jenna Lane.

13. (New Comment 10/2/20): The 11"x17" hard copy and the digital copy of the plan sets were not submitted. Per Section 98-13(b)(8), at a minimum, six hard copies (five copies with sheet format of 24 inches x 36 inches and one copy with sheet format of 11 inches x 17 inches) and two electronic copies (provided on CD/USB and digitally signed), in which all pages are signed and sealed, and consistently scaled using a measurement found on a civil engineer's scale. Location plans, master plans, elevations and floor plans are exempt from this scale requirement.

Revised 1/24/21: Comment addressed.

14. (New Comment 10/2/20): CAB application that was submitted is out-of-date. Submit the up-to-date CAB application (Attachment B), which is accessible through this link: <https://www.deerfield-beach.com/DocumentCenter/View/41/Attachment-B---Community-Appealance-Board>

Revised 1/24/21: Comment addressed.

15. (New Comment 10/2/20): Provide narrative related to traffic flow reflective of the circulation plan. Confirm whether the northernmost inbound truck scale is used solely for the open air structure. This can be provided within response sheet or a revised project narrative.

Revised 1/24/21: Comment addressed.

Development Plan Application

16. Development Plan application needs to have property owner signature.

Revised 10/2/20: Comment partially addressed. Although signature was provided on the application, the Development Plan application form that was submitted is not up-to-date. Submit an up-to-date Development Plan Application, accessible through this link:

<https://www.deerfield-beach.com/DocumentCenter/View/31/Development-Plan-Application>

Revised 1/24/21: Comment addressed.

Cover Page

17. Per Section 98-13(8)(a)(1) Provide the name of project, address and folio number. Property Appraiser website shows two separate folios, only one was provided.

Revised 12/23/19: Comment addressed.

18. Per Section 98-13(8)(a)(4) Provide an updated table of contents to reflect correct order of plan sheets.

Revised 12/23/19: Comment addressed.

Revised 1/24/21: Comment not addressed. Omit conceptual engineering sheets C100, C101, C102, C103, C300, C400, C500, C501, C600 from the index. Ensure the updated table of contents reflects the correct order of plan sheets.

Revised 3/18/21: Comment addressed.

Survey

19. Per Section 98-13(8)(b)(1) Provide a certified boundary survey, in conformance with Chapter 61G17, Florida Administrative Code, no more than one year old from the submittal date and extending to the center line of all adjacent streets, which specifies gross and net acreage or square footage.
- a. Provided survey improperly shows legal boundary of lot A-3 (reference Official Records Book 48676, Page 978). Revised survey needs to include boundary lines of lot A-1 and A-3 that fall within subject property.

Revised 12/23/19: Comment addressed. Property line extends to centerline, only gross acreage exists.

20. Per Section 98-13(8)(b)(2) Show existing natural features, including trees and other vegetation and soils (unless provided as a separate page), etc.

Revised 12/23/19: Comment addressed.

21. Per Section 98-13(8)(b)(4) Provide existing recorded easements, NVAL lines, utilities and rights-of-ways. Any overhead lines must be noted.

Revised 12/23/19: Comment addressed.

22. 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.

Revised 12/23/19: Comment addressed.

23. Per Section 98-13(8)(b)(6) Provide a full legal description of the entire property.

Revised 12/23/19: Comment addressed.

Site Plan Sheet SP-101

24. Per Section 98-13(8)(c)(2) Provide the proposed off-street parking spaces, and driveways, including location, dimensions, setbacks, ADA compliance and location of loading zones. Include a parking table to display the number of proposed, existing, and required spaces based on *Schedule B – Off Street Parking Requirements*. If standard and compact spaces are provided, denote so in the parking table
- a. Minimum parking requirements are intended for standard two axel vehicles, parking spots for commercial trucks do not count toward required total.

Revised 12/23/19: Comment not addressed. Due to the open-air nature of the new transfer station and existing building, they will not be included in the required parking calculations. Revise parking table to reflect required parking based on square footage of the office and maintenance buildings. Based on the number of personal vehicle spaces provided on the site plan, a technical deviation application would not be necessary. Reminder, calculations should only include parking spaces for personal vehicles, which include wheel stops and proper curbing.

Revised 10/2/20: Comment not addressed. Revise the parking ratios and calculations in the parking table to reflect both the first and second floors as office

space at 1 PS per 250 SF of gross floor area, and scale house as manufacturing not catering to the general public at 1 PS per 500 SF of gross floor area.

Additionally, the space proposed for outdoor storage (i.e. "storage area") must also be included in the parking calculations (one space per 5,000 square feet of outside storage area, plus one space per truck, trailer etc. used in conjunction with the business.)

Revised 1/24/21: Comment partially addressed. Square footage for "Scale house/Office" in parking table is not consistent with gross floor calculations provided on floor plan sheets AC-102 and AC-103.

Revised 3/18/21: Comment addressed.

25. Provide dimensioned detail for each type of parking space proposed. Reference *Schedule C – Parking Space Size and Configuration* for dimensions.

Revised 12/23/19: Comment not addressed. Provide details for standard spaces.

Revised 10/2/20: Comment partially addressed. Wheel stops were not demonstrated on the details or site plan drawing. Wheel stops are required to be 30 inches from edge of pavement. Ensure site plan and parking space details meet Code requirements.

Revised 1/24/21: Comment addressed.

26. Per Section 98-13(8)(c)(4) Provide existing and proposed ground mounted electrical and mechanical equipment and screening.

Revised 12/23/19: Comment addressed.

27. Per Section 98-13(8)(c)(5) Provide proposed fences and walls, including location, construction material, dimensions, setbacks, and height. A typical detail and elevation of perimeter fence shall also be provided.

Revised 12/23/19: Comment addressed.

28. Provide a six-foot high masonry wall along the length of the north property line to provide screening to nearby residential homes. Ensure details and elevations are provided.

Revised 12/23/19: Comment not addressed. Response sheet references the North wall is existing. However, that wall on site does not extend entire length of property. Confirm existing six foot masonry wall on top of a four foot berm, will be repaired and continued across entirety of North property line.

Revised 10/2/20: Comment partially addressed. The item "Existing 6' Block Wall with 2' Berm" in the legend demonstrated on the site plan sheet is inconsistent with the label "Existing 6' Concrete Block Wall with the 4' Berm..." provided in the drawing. Ensure consistency with the legend and labels on the drawing.

Revised 1/24/21: Comment partially addressed. Provide section details and elevation of block wall and berm.

Revised 3/18/21: Comment addressed. Section details provided on sheet C200A.

29. Per Section 98-13(8)(c)(6) Provide existing and proposed utility lines, easements and adjacent rights-of-ways.

Revised 12/23/19: Comment addressed.

30. Per Section 98-13(8)(c)(7) Provide existing and proposed light pole locations.

Revised 12/23/19: Comment addressed.

31. Per Section 98-13(8)(c)(9) Provide dumpster locations and detail for both trash and recycling showing required screening. Future comments may be forthcoming from Sustainable Management depending on these locations.

Revised 12/23/19: Comment addressed. Intended facility type does not require dumpster.

32. Per Section 98-13(8)(c)(11) Provide pedestrian circulation and ADA compliant access to the rights-of-way.

Revised 12/23/19: Comment addressed.

33. Per Section 98-13(8)(c)(12) Provide adequate accessibility of proposed roadways for emergency vehicles, fire engines, garbage service, and any necessary delivery service.

Revised 12/23/19: Comment addressed.

34. Per Section 98-13(8)(c)(14) Provide the location of freestanding signs, if proposed, with setback measurements.

Revised 12/23/19: Comment addressed.

35. Per Section 98-13(8)(c)(16) Provide a site data table with the required information as listed in site plan submittal checklist. These calculations need to include all areas and buildings on the property.

Revised 12/23/19: Comment not addressed. The Site data table needs to include all the calculations for existing, required, and proposed development. In addition, the following information also needs to be amended in the table:

- ☐ Remove “proposed land use” and “proposed zoning”, as no change to either is being requested.
- ☐ Column for all minimum required site data calculations needs to be provided
- ☐ All proposed site data calculation need to reflect the post development totals, including any existing building/areas which will remain.
- ☐ Required information is missing for the maximum building height, and minimum building setback to all property lines (for existing and proposed buildings).

Revised 10/2/20: Comment partially addressed. Provide floor area/square footage for each proposed structure (i.e. Truck Maintenance Building and 2-story Scalehouse, Class 1 Transfer Station, outdoor storage, etc.)

Revised 1/24/21: Comment partially addressed. Only building footprints were provided in site area data table. Floor areas were not provided for each building. Ensure that parking calculations are reflective of calculations and that there is consistency with square footage demonstrated on the floor plan sheets and the floor area.

Additionally, all setbacks must be provided on the site data table for each proposed and existing building, in linear feet and inches.

Revised 3/18/21: Comment addressed.

36. Remove "Limits of construction" notation and shading on site plan. Site plan application applies to entire site, all plans and calculations need to reflect this.

Revised 12/23/19: Comment addressed.

37. Clarify intent of "storage area" in the northwest corner of the property and function it serves to operation of the site.

Revised 12/23/19: Comment pending. The uncovered storage area needs to be relocated elsewhere on site, away from view of residents to the North.

Revised 10/2/20: Comment partially addressed. Per discussion in DRC meeting, storage will be located behind existing block wall and will not be visible to residents to the north of the site.

Add notation on the plans: "Equipment, Garbage Containers, and items located within outdoor storage area shall not exceed the height of the wall and berm."

Revised 1/24/21: Comment addressed. Notation added to storage area.

38. Demonstrate curbing and terminal islands for the row of seven parking spaces near the southeast gate, on the site plan.

Revised 12/23/19: Comment not addressed. The row of six parking spaces for personal vehicles is still missing proper curbing along front of spaces.

Revised 10/2/20: Comment addressed. Parking spaces removed from the site plan.

39. Per Sec. 98-19(19) A sidewalk meeting Engineering standards will be required along the front property line for pedestrian access.

Revised 12/23/19: Comment addressed.

40. (New Comment 12/23/19) Per Section 98-88(n)(5) for industrial uses in all zoning districts, commercial compact spaces may be provided in an amount not to exceed 50 percent of total parking provided.

Revised 10/2/20: Comment addressed.

41. (New Comment 12/23/19) Existing northeast parking area for personal vehicles shall be repaved and restriped as a part of the site improvements. Include a note on site plan stating such.

Revised 10/2/20: Comment addressed. Plan updated to demonstrate northeast parking as proposed improvements to site.

42. (New Comment 12/23/19) Per Sec. 98-19(2) No more than two access openings shall be permitted per street frontage. One of the three proposed driveways needs to be removed.

Revised 10/2/20: Comment addressed. One driveway has been removed from the site plan.

43. (New Comment 10/2/20): Site Plan and Site Circulation Plan sheets were not signed and sealed. Ensure all sheets within plan set (including the digital copies) are signed and sealed.

Revised 1/24/21: Comment addressed.

44. (New Comment 1/24/21): Clarify the use of the area numbered 1-7 with dashed and bolded lines (perpendicular to the west elevation of the existing C&D transfer building). Note that the legend does not accurately identify the circled numbers in this area. It appears as though the legend on sheet C700 should be provided on the site plan.

Revised 3/18/21: Comment partially addressed. Applicant's response sheet confirms 8-foot high solid walls are proposed and the legend on the site plan has been updated to identify the use of the area.

Additionally, elevation sheet AK202 was revised to demonstrate the proposed concrete walls with the following label: "8'-0" Concrete Wall Typ. Refer to C-200A." However, sheet C200A does not include the section detail as referenced on AK202.

Provide the 8'-0" concrete wall detail on C200A as referenced in elevation sheet AK202.

Revised 4/13/21: Comment addressed.

Elevations

45. Per Section 78-7(b), building architecture needs to comply with the requirements of building design standards.

Revised 12/23/19: Comment not addressed. Design standards require a minimum of two materials to be used on the façade of each building. Provide an additional material on the metal buildings.

Revised 11/16/20: Comment addressed.

46. Provide color ID or pantone number for each color in the elevation legends. Note, physical color swatches will need to be submitted prior to CAB meeting.

Revised 12/23/19: Comment addressed.

47. If dumpster is proposed, provide details and include note that the enclosure shall match building color.

Revised 12/23/19: Comment addressed.

48. Improvements, such as paint, shall be made to existing structures remaining on site as part of improvements to ensure conformity with proposed buildings on the site. Provide north, east, south, and west elevations in color of these changes.

Revised 12/23/19: Comment addressed.

49. Transfer Station elevations demonstrate proposed tenant branding on south facade. Note per Code Section 102-8(c)(2) Signs allowed, *the maximum sign area allowed for a building sign is 100 square feet*. Proposed sign exceeds Code requirement and therefore would require a sign variance.

Revised 12/23/19: Comment addressed.

50. (New Comment 1/24/21): Provide elevation details of proposed freestanding signage demonstrating the required landscaping and compliance with Chapter 102-9.- *Location and size of freestanding signs and building signs*. Provide a table demonstrating the proposed and required setbacks, sign height, structure area, and sign face area.

Revised 3/19/21: Comment not addressed. Sign elevation details were demonstrated on landscape plan sheet L-2, and the table did not include both the “required” and “proposed” setbacks, sign height, structure area, or sign face area.

Additionally, the sign details did not provide the proposed materials for the sign face or lettering, complete dimensions of the structure (i.e. length of concrete pedestal), or include a scale. However, based on the dimensions that were provided, the sign appears to exceed the maximum size allowable per Code.

Note: Chapter 102-9(a)(2) requires that signs setback between 2-9 feet not exceed: a maximum height of 5 feet, a maximum sign structure size (including the concrete pedestal) of 25 square feet, and have a maximum sign face within the structure of 15 square feet. Per Code, if the proposed sign was relocated to demonstrate a setback of 10-19 feet, it shall not exceed a maximum height of 8 feet, a maximum sign structure size of 48 square feet, or have a sign face within the structure exceeding 24 square feet.

Relocate the sign elevation details and data table to sheet C200A. Revise 1) the data table to include both the required and proposed setbacks, sign height, structure area, and sign face area; and 2) the sign elevation details to include the proposed materials and colors for the entire sign structure, complete dimensions (to scale), ensuring the proposed sign complies with Code. Revise site plan and all other plan sheets as applicable to reflect any modifications to the proposed signage.

Revised 4/13/21: Comment addressed.

51. (New Comment 4/13/21): Elevations now demonstrate double doors on TS East Exterior Elevation drawing located on sheet AA-201, which is inconsistent with the floor plan drawing on sheet AA-101. Revise the floor plan to reflect the doors as demonstrated on the elevation sheet. Ensure consistency throughout plan set.

Revised 5/6/21: Comment addressed.

Additional Comments

52. (New Comment 12/23/19) Per Sec. 98-17(2) provide a trip generation analysis for the proposed use by a certified traffic engineer in accordance with the ITE Trip Generation Manual. Upon receipt, review by the City's Traffic Engineering consultant may be required and cost recovery fees may be payable. Analysis needs to include additional anticipated trips generated from proposed improvements to the Waste Management facility to the east. A copy of the analysis submitted for Waste Management can be provided by staff upon request.

Revised 10/2/20: Comment addressed. TIA has been submitted and reviewed by the City's Traffic consultant. Cost recovery fees, in check payable to the City of Deerfield Beach, must be provided for the following amounts:
\$1,829.00.

Revised 1/24/21: Comment addressed.

53. (New Comment 12/23/19) Be advised, staff will be recommending the following conditions of approval, should the item be schedule for City Commission to review the application:
- ☐ The applicant shall implement measures to maintain SW 43rd Terrace roadways and through daily street sweeping of the entire length of the road, and any additional off-site improvements as determined by the traffic analysis.
 - ☐ The applicant shall propose a pavement design in accordance with FDOT standards based on heavy duty vehicle use for the corridor SW 43rd Terrace. This shall occur prior to the issuance of an Engineering permit.
 - ☐ The applicant shall maintain the water misters and dust suppression measures as proposed on the site plan and utilize a water tank truck to continuously spray the site as necessary for dust suppression during operating hours.

Revised 10/2/20: Comment acknowledged.

PLANNING CONSIDERATIONS:

1. Compliance with the Comprehensive Plan: Per Section 98-9, no permit or approval for development of land shall be approved which does not comply with the goals, objectives and policies (GOPs) of the Deerfield Beach Comprehensive Plan. The Future Land Use (FLU) Map designation identifies the parcel as Industrial. The use of the property as a waste collection and recycling facility is permitted within this designation and in compliance with the Deerfield Beach Comprehensive Plan FLU element.
2. Land Development Requirements: Pursuant to the City of Deerfield Beach official zoning map, the property is located within the I-2 zoning district. The existing transfer station use complies with the Deerfield Beach Land Development Code.
3. Findings of compatibility of a proposed development with adjacent and neighboring (500 feet) uses and zoning: Per Section 98-17(15), there must be a finding of compatibility as defined in the Land Development Regulations between adjacent and neighboring uses (500 feet) and the proposed development. By definition,

compatibility is to be measured based on the following compatibility characteristics of the proposed development in relationship to the immediate surrounding area:

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

The existing use as transfer station facility is permitted in the I-2 zoning district. The expansion complies with applicable Code requirements for the district. The adjacent uses, structures, and activities surrounding the parcel include a waste collection facility to the east, vacant industrial land to the west, and a construction distribution facility with accessory outdoor storage to the south.

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

The site contains an existing construction and debris (C&D) transfer station building (17,000 square feet). The proposed site plan demonstrates the addition of a new Class 1 transfer structure (19,500 square feet), truck maintenance building (3,910 square feet), and scalehouse and office building (5,998 square feet). The existing and proposed buildings used for transfer operations are open-air but are enclosed on all sides with large overhead doors. The proposed transfer station is located on the southwest portion of the lot. The proposed scalehouse/office and truck maintenance building are located on the eastern portion of the site.

The height of the proposed Class 1 transfer station is 50 feet, the truck maintenance building is 35 feet, and the scalehouse/office building is 27 feet. The existing C&D transfer station demonstrates a height of 45 feet and 6 inches.

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

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

The applicant is proposing to combine the lots and improve the two existing accessways to accommodate the ingress and egress of trucks and circulation within the property. One-way ingress is proposed for the south accessway, while two-way access is proposed for the northernmost access. Trucks carrying Class 1 materials will enter from the south and move toward the inbound scale where both the truck and materials will be weighed. The materials will then be deposited into the proposed transfer station and be weighed at the outbound scale prior to exiting onto SW 43rd Terrace from the two-way egress. The inbound trucks carrying C&D materials will enter from the northern two-way access to be weighed at the proposed inbound scale, perform a 3-point turn to deposit the materials within the existing C&D transfer station structure located to the north, be weighed at the proposed outbound scale and exit onto SW 43rd Terrace from the two-way access. Debris and waste material will be divided and sorted into different containers along the west portion to the exterior of the existing C&D transfer station to where they will be temporarily stored and removed from the site.

The site plan proposes 29 vehicular parking spaces, equivalent to the minimum amount required by Code and 10 commercial truck parking spaces, exceeding the 1 parking space required by Code. The standard and compact parking spaces are located along the side of the existing transfer station building and fronting the proposed scale house and office building. Commercial truck spaces are located in front of the proposed truck maintenance building as they are intended for in-house

trucks being serviced. The parking is located outside of the area designated for traffic circulation.

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

Although the level of intensity is expected to increase as a result of the expansion, improvements are proposed to the existing block wall fronting the lake. The applicant is also proposing fencing along the front and sides of the property, and has agreed to maintain dust suppression measures, and roadway improvements to minimize impacts to the adjacent roadway network.

Although the traffic statement submitted by the applicant concluded that the proposed expansion to the existing development would not exceed 500 daily trips, a traffic impact analysis was submitted by Kimley-Horn, Inc. on behalf of the applicant and reviewed by the City's traffic consultant. The review concluded that the traffic impact analysis was sufficient.

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

(e) Alteration of light and air;

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

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

The proposed site plan meets the required building setbacks of the I-2 zoning district. The proposed transfer station structure is setback approximately 58 feet from the south side property line, 14 feet from the rear (west) property line and 270 feet and 9.6 inches from the waterfront (north) property line, and 189 feet 6 inches from the front (east) property line. The waterfront (north) property line, side (east), and rear (west) property line setback from the existing C&D transfer building are not changing as the proposed structure sits to the south of the existing building.

Since the front property line sits within a private roadway, the front setback of the proposed office building is measured from the edge of street. The site plan demonstrates a front setback of 33 feet 6 inches, which complies with the minimum 25 feet required by Code.

An existing legal nonconforming six-foot high concrete wall adjacent to the lake is proposed to remain and undergo improvements to enhance the required screening for the site. Proposed 6-foot-high chain link fencing will be installed along the front, side, and rear property lines in compliance with Code. Landscaping is also included on the plans and in compliance with Code requirements.

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

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

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

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

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

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

SUMMARY:

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

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

1. Prior to issuance of the engineering permit, the applicant shall implement measures to maintain SW 43rd Terrace roadway in a reasonably clean condition through daily street sweeping of the entire length of the road, as well as the portion of Wiles Road going east from the Monarch Hill Landfill facility along the merge lane, or document to the City that they have entered into a binding agreement with the applicable association to provide for such measures.
2. Prior to issuance of the engineering permit, the applicant shall propose a pavement design in accordance with FDOT standards based on heavy duty vehicle use for the SW 43rd Terrace corridor, or document to the City that they have entered into a binding agreement with the applicable association to provide for such pavement design. This design or documentation shall be submitted to the City prior to the issuance of an engineering permit for the affected property.
3. Prior to issuance of a building permit, the Applicant shall submit evidence of the following to the City: documentation from the Broward County Property Appraiser that both parcels included in the Site Plan have been combined.

4. The Applicant shall maintain the water misters and dust suppression measures as proposed on the site plan and utilize a water tank truck to continuously spray the site as necessary for dust suppression during operating hours.
5. The Applicant shall complete a signal operation evaluation at the signalized intersection of Powerline Road and Wiles Road once the site receives a certificate of occupancy. The Applicant shall submit the evaluation to the City for approval within 90 days of the certificate of completion. If necessary, the Applicant shall make recommendations for signal operation modifications.

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

Traffic Review

The Waste Connection Transfer Station Deerfield Beach facility located at 1751 SW 43rd Terrace in Deerfield Beach, is in the process of expanding its operation. The expansion involves annexing the 1.949-acre adjacent sites to the existing 2.67-acre parcel. This memorandum summarizes the review findings of the Traffic Impact Analysis (TIA) report prepared by Kimley-Horn, dated July 2020. Following a thorough review of the TIA, our comments are as below:

54. (New Comment 10/2/20): The signal operation at the Powerline Road and Wiles Road intersection is optimized for future traffic conditions. This may not be an implementable change due to signal system coordination restrictions along Powerline Road. However, we agree with the conclusion that the signalized intersection is functioning at poor LOS and the addition of approximately 0.01% of traffic to any one movement will not significantly alters the operational conditions.

Revised 11/10/20: Comment addressed.

55. (New Comment 10/2/20): The Southbound approach at the Wiles Road and SW 43rd Terrace intersection is projected to operate at LOS F for the AM and PM traffic conditions. Majority of the vehicles in the southbound direction are anticipated to be trucks that require significantly more time than a regular automobile to clear the intersection. Please conduct a queueing analysis of the southbound movement and explain how the operational issues that are likely to turn into safety concerns will be addressed at this intersection.

Revised 11/10/20: Comment addressed. As presented in the response, the consultant conducted a queueing observation analysis. According to the analysis, maximum queues of three (3) vehicles and four (4) vehicles were observed for the AM and PM peak hours, respectively. Hence, the ten (10) southbound peak hour trips that the project is expected to generate will not significantly impact the approach's operations. Therefore, this comment is closed.

City Landscape Architect

The plan can be approved provided the following conditions are met:

56. Per Section 98-81 (h)(2) mitigation, once determined, may be achieved in two ways; (1) the applicant may plant additional trees on the site to satisfy this requirement or (2) for trees which cannot be mitigated on site, the applicant will

have to pay into the Beautification Trust Fund. Communicate on the planting plans which mitigation option is going to be utilized. Mitigation is to be 1.5 times canopy per section 98-81 2 (e); if the minimum tree size is unavailable, you may consider 98-81(c).

Revised 12/31/19: Comment not addressed. Mitigation not provided.

Revised 9/14/20: Comment not addressed. Note, required existing or proposed trees cannot be used toward meeting this requirement.

Revised 1/22/21: Comment not addressed. Note, required existing or proposed trees cannot be used toward meeting this requirement. Add 45 trees (134 inches) or pay \$8,933 to Beautification Fund.

Revised 3/18/21: Comment addressed.

57. Per Section 98-13 (3) (a) a landscape tree survey plan/ disposition plan is to identify species, quantity and sizes (height, spread and caliper) of existing trees, which has been provided. Trees/ palms which are in poor condition are to be removed, as they do not count toward any landscape requirement and the mitigation required is 1 tree (or 3 palms).

Revised 12/31/19: Comment not addressed. Add trees and landscape adjacent to the lake, north property line.

Revised 9/14/20: Comment not addressed.

Revised 1/22/21: Comment addressed.

58. Show landscape area amount and percentage on plans. Show how on a plan how calculation was determined.

Revised 12/31/19: Comment not addressed.

Revised 9/14/20: Comment not addressed. Amount shown on LP-2 does not match site data chart on C200.

Revised 1/22/21: Comment addressed.

59. Landscape buffer to the north is to be a double staggered row.

Revised 12/31/19: Comment not addressed. Per Law of Florida, Ch. 90-486, Sec. (3)(b) (See Attached), add staggered row of 12 feet and 7 feet tall tree which grow to 30 feet and 12 feet respectively.

Revised 9/14/20: Comment not addressed. Existing trees not shown. Proposed trees shall be evergreen not deciduous. Geiger will not thrive in this transitional planting zone in which they are planted, suggest Buttonwoods, Stoppers or Clusias.

Revised 1/22/21: Comment not addressed. Planting plan quantities and species do not match those on the plant list.

Revised 3/18/21: Comment addressed.

60. Show underground and overhead utilities on the plan.

Revised 12/31/19: Comment addressed.

61. Label canopy of trees and palms on adjacent properties as "Existing" and show their real spread. These may impact the site and may cause the proposed tree locations to be adjusted.

Revised 12/31/19: Comment not addressed.

Revised 9/14/20: Comment not addressed. Existing trees on east property line not shown.

Revised 1/22/21: Comment addressed.

62. Note, trees/ palms are to be planted so that 10% of root ball is above grade.

Revised 12/31/19: Comment addressed.

63. (New Comment 12/31/19) Per Law of Florida, Ch. 90-486, Sec.(3)(b) (See Attached), add 10 feet tall, wall and berm combined, along north property line. Indicate on the landscape plan, the height of berm and wall to satisfy this requirement.

Revised 9/14/20: Comment not addressed. Label existing wall and its height on LP-1.

Revised 1/22/21: Comment not addressed. Revise label to state "6' tall wall with a 4' berm"

Revised 3/18/21: Comment addressed.

64. (New Comment 12/31/19) Per 98-80 (e) (1) 46 interior trees are required, 30 are provided. Add 16 trees.

Revised 9/14/20: Comment addressed.

65. (New Comment 12/31/19) Per Section 98-80 (e). 9, 4 interior islands and trees are required. None are provided.

Revised 9/14/20: Comment not addressed. Add 1 interior island and tree.

Revised 11/16/20: Comment not addressed. Per Staff during DRC meeting on November 13, 2020, comment is no longer applicable.

Revised 1/22/21: Comment addressed.

66. (New Comment 12/31/19) Per Section 98-80 (e). 9. 8 terminal islands are required, 4 are required.

Revised 9/14/20: Comment not addressed. Per Section 98-80 (e). 9. 6 terminal islands and 6 trees are required, 5 are provided. Add 1 island and 1 tree.

Revised 1/22/21: Comment addressed.

67. (New Comment 12/31/19) Per Section 98-80 (e). 1. 1210 shrubs are required, 550 are provided. Add 660 shrubs.

Revised 9/14/20: Comment not addressed. Add 15 shrubs or groundcover.

Revised 11/16/20: Comment addressed.

68. (New Comment 12/31/19) Add perimeter hedges to the North, per Section 98-80 (e)2. d.

Revised 9/14/20: Comment not addressed. Add quantity to Cocoplum hedges on LP-1.

Revised 11/16/20: Comment addressed.

69. (New Comment 12/31/19) Per section 98-80(k), required palms are to have a minimum of 12-14 feet of Graywood. Revise sheet LP-1.

Revised 9/14/20: Comment not addressed. Remove reference to overall height on palms on LP-1, all palms to be specified in Graywood.

Revised 1/22/21: Comment addressed.

70. (New Comment 12/31/19) Per 98-80 (k) 24 flowering trees are required, none are provided. Add 24 flowering trees.

Revised 9/14/20: Comment not addressed.

Revised 11/16/20: Comment addressed.

71. (New Comment 12/31/19) Add 22 trees to meet Section 98-80 (e)(14) (e), minimum height in relation to building height where 61 trees are required, 39 trees are provided.

Revised 9/14/20: Comment not addressed. Add trees or revise plant list to meet code.

Revised 1/22/21: Comment not addressed. Add 51 trees or revise plant list to meet code. Revise plant list to and planting plan to satisfy this requirement.

Revised 3/18/21: Comment addressed.

72. (New Comment 12/31/19) Show pole lighting on the landscape plan LP-1.

Revised 9/14/20: Comment not addressed.

Revised 1/22/21: Comment not addressed. Poles are faintly shown, darken symbol and show offset circle. Remove or relocate "TH" trees in conflict.

Revised 3/18/21: Comment addressed.

73. (New Comment 12/31/19) Dimension the terminal and interior landscape islands on plan.

Revised 9/14/20: Comment not addressed.

Revised 1/22/21: Comment addressed.

74. (New Comment 12/31/19) Large trees are planted too close to the dumpster walls.

Revised 9/14/20: Comment addressed.

75. (New Comment 12/31/19) Palms are planted too close to catch basins.

Revised 9/14/20: Comment not addressed.

Revised 11/16/20: Comment addressed.

76. (New Comment 12/31/19) Clearly label quantities for all trees and shrubs on LP-1.

Revised 9/14/20: Comment not addressed.

Revised 1/22/21: Comment addressed.

77. (New Comment 12/31/19) Plant large trees at least 6 feet from property lines.

Revised 9/14/20: Comment addressed.

78. (New Comment 12/31/19) Add all plant material from LP-1 on plant list on LP-2.

Revised 9/14/20: Comment not addressed.

Revised 1/22/21: Comment not addressed. MF", "TD", "PE", "TH" and "SP" quantities are incorrect or missing from plant list.

Revised 3/18/21: Comment addressed.

79. (New Comment 12/31/19) Label building, sod, driveway, parking and the like on LP-1.

Revised 9/14/20: Comment not addressed.

Revised 1/22/21: Comment not addressed. Landscape plans are required to be clearly and adequately labeled, to orient the landscape contractor as they use of this document as a standalone set.

Revised 3/18/21: Comment addressed.

80. (New Comment 9/29/20): Add 2 more varieties of shrub or groundcover to the plant list.

Revised 1/22/21: Comment addressed.

81. (New Comment 9/29/20): Add 242 flowering shrubs or groundcover to the plant list.

Revised 1/22/21: Comment not addressed. Add 132 flowering shrubs or groundcover to the plant list for a required total of 232 flowering shrubs.

Revised 3/18/21: Comment not addressed.

Revised 4/12/21: Comment addressed.

82. (New Comment 1/22/21): Remove circulation arrows from the landscape plan and other unrelated notes to clean up drawing. Plans must be clear and legible.

Revised 3/18/21: Comment addressed.

83. (New Comment 1/22/21): Screen dumpster wall with 36-inch-tall hedge.

Revised 3/18/21: Comment addressed.

84. (New Comment 1/22/21): Per Section 102-9(c), add landscape around free-standing sign.

Revised 3/18/21: Comment addressed.

85. (New Comment 4/13/21): Freestanding sign is still demonstrated on the irrigation plan; however, corrections response sheet states that the freestanding sign is no longer proposed. Omit freestanding sign from irrigation sheet LI-1 and ensure consistency throughout plan set.

Revised 5/10/21: Comment addressed.

Environmental Services

Staff has completed a preliminary review of the above site plan application and has the following preliminary comments.

86. Please, clarify the ADA accessible route from the ADA accessible parking stall to the building entrance. There appears to be a conflict between the Paving Grading and Drainage Plan (Plan sheet C-300) and the architectural plan sheets AC-102 and AC-201 with respect to proposed elevations vs. building Finished Floor.

Revised 1/7/20: Comment addressed.

87. Provide City of Deerfield Beach Standard ADA accessible parking detail R-23.

Revised 1/7/20: Comment addressed.

(New Comments 1/7/20) Advisory Comments to be addressed during the Engineering Permit application review.

88. This site is part of a larger master permit and as such a modification will need to be approved by Broward County.
89. The site is hydraulically connected to the master lake system which is shared by various entities. Please, provide the following:
- Calculations that prove the existing conveyance system size is adequate to handle the proposed flow from your site in addition to all the existing and

future connections.

- b. Calculations that prove sufficient reserve capacity exists is the existing master lake system to handle the additional runoff discharge volume without violating the permitted condition with respect to maximum stages.
- 90. The Preliminary Drainage Calculations provided indicate the pre-development maximum stage for the 100 Year-3 Day elevation is exceeded in the post-development. Please, ensure this approach is acceptable to Broward County.
- 91. Copy of the approved Broward County EPGMD permit(s) will be required prior to an Engineering Permit submittal.
- 92. The City of Deerfield Beach reserves the right to issue additional comments in the future.

All required approvals from any other applicable agency shall be obtained and submitted to the Engineering Department prior to issuance of an Engineering Permit.

Providing response comments does not relieve the Engineer-of-Record and Applicant from the ultimate responsibility of compliance with all codes and standards of the regulatory agencies having jurisdiction over this project.

Recycling & Solid Waste

The above Site Plan Application, located at 1751 SW 43rd Terrace, Deerfield Beach, FL 33442 has been reviewed by the Sustainable Management Dept. (Recycling and Solid Waste Management) and was found to be **acceptable** as it relates to collection services and location of Recycling/Solid Waste Receptacles.

Fire/Rescue

- 93. Knox box and key switch for gates required for Fire Department access: NFPA 1.18.2.2.1

Revised 12/17/19: Comment addressed.

- 94. Meet the requirements for distance to exterior door providing access to the interior of the of any building Must be located within 50 feet: NFPA1 1.18.2.3.2.1

Revised 12/17/19: Comment addressed.

- 95. Demonstrate turning radius of 38 ft. inside and 50 ft. outside radius with a clear sweep of 12 feet of drive aisle for fire department access roads/lanes NFPA 1.18.2.3.4.1

Revised 12/17/19: Comment addressed.

- 96. Meet the requirements for Fire Flow requirements for the buildings: 18.4

Revised 12/17/19: Comment addressed.

- 97. Meet the requirements for Fire hydrant location and distribution system: 18.5.3

Revised 12/17/19: Comment addressed.

98. Meet the requirements for Hydrant spacing for Commercial Property:

Revised 12/17/19: Comment addressed.

99. Location of fire department connection within 100 Feet away from a hydrant:
NFPA 14.6.3.5.1

Revised 12/17/19: Comment addressed.

100. Industrial building greater than 15,000 square feet requires a fire sprinkler system

Revised 12/17/19: Comment addressed.

101. South fire lane exceeds a dead end of 150 feet: 18.2.3.4.4

Revised 12/17/19: Comment addressed.

102. North fire lane area is required to have a fire access turnaround.

Revised 12/17/19: Comment addressed.

A complete set of permitted plans must be submitted for review and approval prior to all construction.

All permitted plans must document on plans that a certificate of occupancy shall not be issued until the AHJ determines that the building is in compliance with section 118 (TWO WAY RADIO ENHANCEMENT SYSTEM) with Broward County Local Amendments to the Florida Fire Prevention Code 6TH Ed., NFPA 1-Fire Code, Florida Edition 2015, NFPA 101-Life Safety Code, Florida Edition 2015.

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

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

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

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)

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

Project Name: Deerfield Beach Solid Waste Transfer Station Site Improvements

Property Owner: Waste Connections of Florida, Inc.

Applicant (if different from Owner): _____

Agent (if different from Owner/Applicant): Crain Atlantis, Inc. - Carlos A. Gonzalez, A.I.A.

Address of Property: 1751 SW 43rd Terrace, Deerfield Beach, FL 33442

Legal Description of Property (lot, block, tract, subdivision): _____
A portion of Parcel "A", LEDDS ENTERPRISES II, Plat Book 144, Page 20.

Description of Project: _____
19,500 Sq. Ft. Transfer Station Bldg.; 4,068 Sq. Ft. Maintenance Bldg.; and 6,060 Sq. Ft. scale house/office Bldg.

New Development (Y/N):	<u>Yes</u>	Modification to Existing Development (Y/N):	<u>Yes</u>
Zoning District:	<u>I-2</u>	Future Land Use Category:	<u>Industrial</u>
Existing Use:	<u>Industrial</u>	Proposed Use:	<u>Industrial</u>
Lot Area (acres):	<u>4.618</u>	Number of Dwelling Units (proposed):	<u>N/A</u>
Sq. Ft. of Structure (existing):	<u>3,200</u>	Sq. Ft. of Structure (proposed):	<u>29,628</u>

Agent Signature: _____

Owner Signature: _____

Name Printed: CARLOS A. GONZALEZ

Name Printed: Nikki Crews

Address: 210 NW NATURA AVE

Address: 3 Waterway Square Place, Suite 550 The Woodlands, TX 77380

Telephone: DEERFIELD BEACH, FL 33441

Telephone: 832-948-2894

Email: cgonzalez@crainatlantis.com

Email: nikki.crews@wasteconnections.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:

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

(Attach additional sheets as needed for each item.)

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

COMMISSIONER MICHAEL HUDAK
MAYOR BILL GANZ

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

N/A

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

N/A

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

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

I, JASON PEPITONE, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature

Date

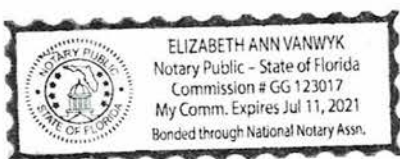
5/4/21

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online notarization, this 4TH day of MAY, 2021 by

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

My commission expires: JULY 11, 2021

Commission No.: GG123017



(Signature of Notary Public - State of Florida)

ELIZABETH VANWYK

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



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N/A

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N/A

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

I, George Balaban, have received a copy of the ordinance and understand the ordinance requirements.

Applicant



Signature

04/27/2021

Date

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

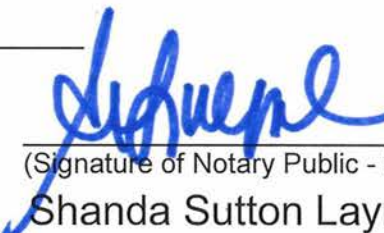
notarization, this 27th day of April, 2021 by

George Balaban (Affiant), who is personally

known to me or has produced n/a identification.

My commission expires: 4/4/2022

Commission No.: GG 203858


(Signature of Notary Public - State of Florida)

Shanda Sutton Layne

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





For Office Use Only

Application No.: _____

Date: _____

DEVELOPMENT PERMIT APPLICATION DISCLOSURE AFFIDAVIT

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N/A

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N/A

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N/A

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

I, Nikki Crews, have received a copy of the ordinance and understand the ordinance requirements.
Applicant


Signature

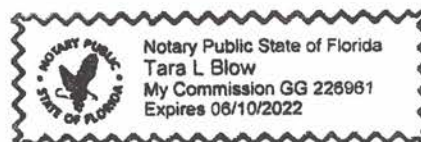
7-20-2020
Date

Sworn to and subscribed before me this 20 day of July, 20 20.

By: 

Produced as ID: personally known


Notary Public, State of Florida



For Office Use Only

Date: _____

Application _____

Nos.: _____



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N/A

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N/A

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N/A

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I, ROBERT A. NIELSEN III, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Robert A. Nielsen III
Signature

5/4/2021
Date

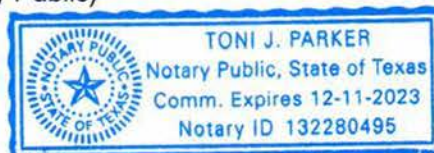
SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online notarization, this 4th day of May, 2021 by Robert A. Nielsen, III (Affiant), who is personally known to me or has produced _____ identification.

My commission expires: 12-11-2023

Commission No.: 132280495

Toni J. Parker
(Signature of Notary Public - State of Florida)
Texas

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





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None Applicable

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

I, A. CAPELLINI, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Signature]
Signature

5/4/2021
Date

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

notarization, this 4th day of May, 2021 by

Albert Capellini

(Affiant), who is personally

known to me or has produced _____ identification.

My commission expires: 3/11/2023

Commission No.: GG310467



Jesus A. Fonte
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG310467
Expires 3/11/2023

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

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





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NONE APPLICABLE

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

NONE

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City of Deerfield Beach
MAY 5 2021
Received
Planning & Dev. Svcs.

NONE

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

I, CARLOS GONZALEZ have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature

Date

5/5/2021

SWORN TO AND SUBSCRIBED Before me by means of ☐ physical presence or ☐ online notarization, this 5th day of May, 2021 by

Carlos Gonzalez

(Affiant), who is personally

known to me or has produced _____ identification.

My commission expires: 3/11/2023

Commission No.: GG310467



Jesus A. Fonte
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG310467
Expires 3/11/2023

(Signature of Notary Public - State of Florida)

Jesus A. Fonte
(Print, Type, or Stamp Commissioned Name of Notary Public)



WASTE CONNECTIONS OF FLORIDA, INC.

DEERFIELD BEACH SITE IMPROVEMENTS, SOLID WASTE TRANSFER STATION & FACILITIES

1751 SW 43rd TERRACE, DEERFIELD BEACH, FL 33442

DEVELOPMENT REVIEW COMMITTEE SUBMITTAL

08/04/2020

OWNER



WASTE CONNECTIONS

5135 MADISON AVENUE
TAMPA, FL 33619
(954) 426-6127
WWW.WASTECONNECTIONS.COM

CIVIL



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116 SOUTH KENTUCKY AVENUE,
LAKELAND, FL 33801
(863) 701-9702
WWW.KIMLEY-HORN.COM
CA 00000696

LANDSCAPE & IRRIGATION CONSULTANT



LANDSCAPE ARCHITECT - FLORIDA LICENSE #6666709
4855 NW 92 TERRACE
CORAL SPRINGS, FLORIDA 33067
(561) 414-8269

STRUCTURE



210 SW NATURA AVENUE
DEERFIELD BEACH, FLORIDA 33441
(954) 917-0411
AA26001858 CA27488

ARCHITECTURE

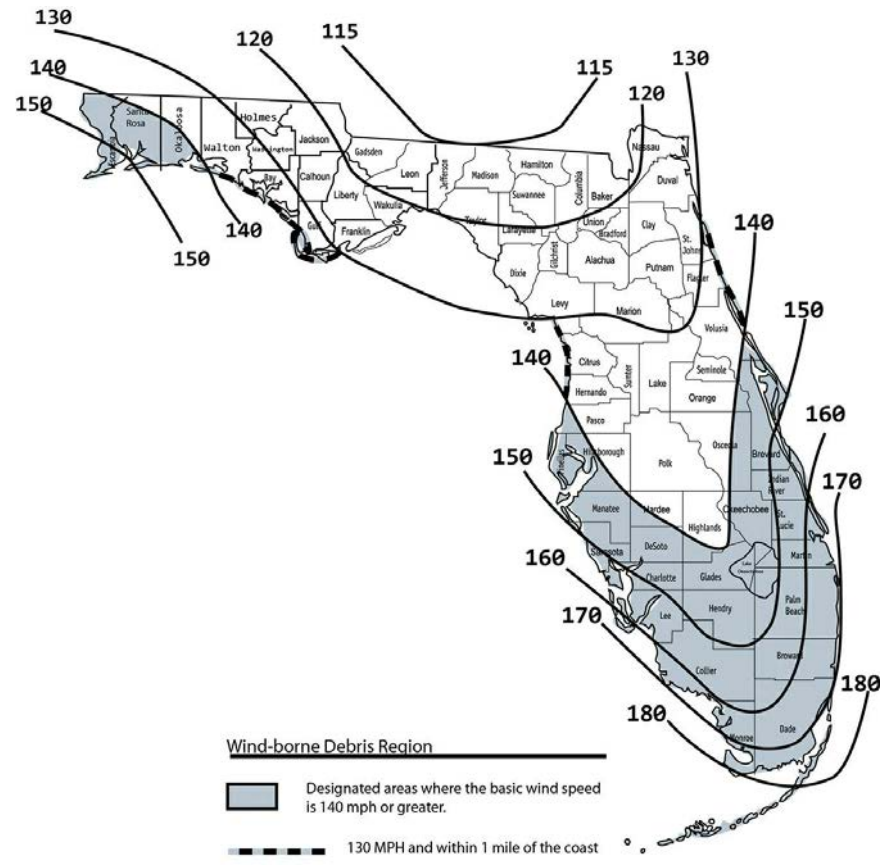


210 SW NATURA AVENUE
DEERFIELD BEACH, FLORIDA 33441
(954) 917-0411
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MECHANICAL - ELECTRICAL - PLUMBING



210 SW NATURA AVENUE
DEERFIELD BEACH, FLORIDA 33441
(954) 917-0411
AA26001858 CA27488



WIND ZONE MAP

N.T.S.

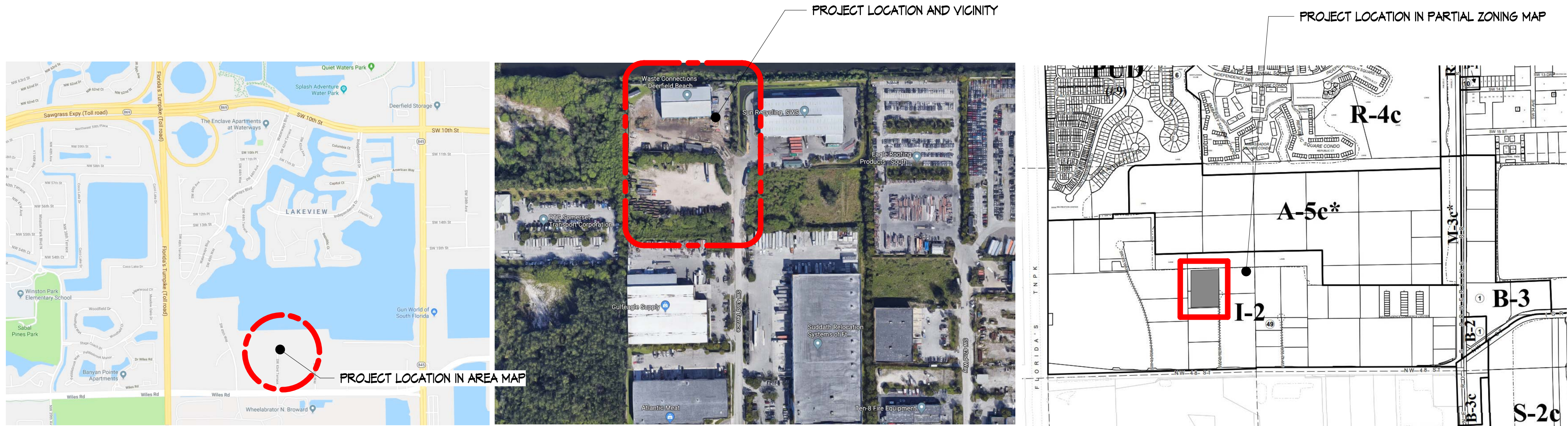


GENERAL SCOPE OF WORK	
THE PROPOSED WORK IS COMPOSED BUT NOT LIMITED TO GENERAL SITE IMPROVEMENTS AND ADDITIONS TO THE PROPERTY LOCATED IN THE FOLLOWING ADDRESS: 1751-1801 NW 43rd TERRACE, DEERFIELD BEACH, FLORIDA 33442, AND SUMMARIZED AS FOLLOWS:	
1.	DESIGN AND CONSTRUCTION OF A NEW PREFABRICATED METAL STRUCTURE TO SERVE AS A SOLID WASTE TRANSFER STATION FOR THE CITY OF DEERFIELD BEACH, FLORIDA, AS INDICATED IN THE SUPPLIED DRAWINGS.
2.	DESIGN AND CONSTRUCTION OF A NEW PREFABRICATED METAL STRUCTURE TO SERVE AS A MAINTENANCE STATION FOR TRUCKS, INCLUDING A BASIC LEAN TO METAL STRUCTURE FOR EMPLOYEE FACILITIES LIKE OFFICE, BATHROOMS AND LOCKERS, AS INDICATED IN THE SUPPLIED DRAWINGS.
3.	DESIGN AND CONSTRUCTION OF A NEW TWO (2) - STORY CBS CONCRETE STRUCTURE TO BE UTILIZED AS ADMINISTRATION OFFICES AND TRUCK SCALES CONTROL AND MANAGEMENT, AS INDICATED IN THE SUPPLIED DRAWINGS.
4.	INSTALLATION OF TWO (2) - NEW TRUCK SCALES.
5.	GENERAL SITE GRADING AND DRAINAGE IMPROVEMENTS.
6.	GENERAL LANDSCAPE AND IRRIGATION SITE IMPROVEMENTS.
7.	GENERAL SITE PARKING IMPROVEMENTS.
8.	GENERAL SITE LIGHTING IMPROVEMENTS.

NORTH PARCEL FOLIO NUMBER : 4842 09 11 0050
SOUTH PARCEL FOLIO NUMBER : 4842 09 11 0070
USE CODE : 41 - INDUSTRIAL

NOTE	
A CERTIFICATE OF OCCUPANCY SHALL NOT BE ISSUED UNTIL THE A.H.J. DETERMINES THAT THE BUILDING IS IN COMPLIANCE WITH SECTION 118 (TWO WAY RADIO ENHANCEMENT SYSTEM) WITH BROWARD COUNTY LOCAL AMENDMENTS TO THE FLORIDA FIRE PREVENTION CODE 6TH ED., NFPA 1-FIRE CODE, FLORIDA EDITION 2015, NFPA 101-LIFE SAFETY CODE, FLORIDA EDITION 2015.	

D.R.C. - LIST OF DRAWINGS				
SHEET No.	SHEET NAME	REVISION DATE	CURRENT REVISION	DESCRIPTION
CS	COVER SHEET	05/04/21	7	DCR Comments Responses
-	SURVEY	10/10/19	1	DCR Comments Responses
G-001	ABBREVIATIONS AND SYMBOLS	10/10/19	1	DCR Comments Responses
C200	SITE PLAN	03/24/21	6	DCR Comments Responses
C200A	WALL AND FENCE DETAILS	03/24/21	6	DCR Comments Responses
C100	SITE TRAFFIC CIRCULATION PLAN	03/24/21	6	DCR Comments Responses
AA-201	BLDG 1 TS EAST & WEST EXTERIOR ELEVATIONS	05/04/21	7	DCR Comments Responses
AA-202	BLDG 1 TS NORTH & SOUTH EXTERIOR ELEVATIONS	3/24/21	6	DCR Comments Responses
AB-201	BLDG 2 MB WEST & SOUTH EXTERIOR ELEVATIONS	3/24/21	6	DCR Comments Responses
AB-202	BLDG 2 MB EAST & NORTH EXTERIOR ELEVATIONS	3/24/21	6	DCR Comments Responses
AC-201	BLDG 3 SC ADMIN. NORTH & SOUTH EXTERIOR ELEVATIONS	3/24/21	6	DCR Comments Responses
AC-202	BLDG 3 SC ADMIN. WEST & EAST EXTERIOR ELEVATIONS	3/24/21	6	DCR Comments Responses
AK-201	EXISTING BUILDING EAST & WEST EXTERIOR ELEVATIONS	3/24/21	6	DCR Comments Responses
AK-202	EXISTING BUILDING NORTH & SOUTH EXTERIOR ELEVATIONS	3/24/21	6	DCR Comments Responses
AA-101	BLDG 1 TS GROUND FLOOR PLAN	12/16/20	3	DCR Comments Responses
AA-104	BLDG 1 TS ROOF PLAN	10/10/19	1	DCR Comments Responses
AB-101	BLDG 2 MB GROUND FLOOR PLAN	10/10/19	1	DCR Comments Responses
AB-102	BLDG 2 MB MEZZANINE FLOOR PLAN	10/10/19	1	DCR Comments Responses
AB-103	BLDG 2 MB ROOF PLAN	10/10/19	1	DCR Comments Responses
AC-101	BLDG 3 SC ADMIN. GROUND FLOOR PLAN	10/10/19	1	DCR Comments Responses
AC-102	BLDG 3 SC ADMIN. 1st FLOOR PLAN	10/10/19	1	DCR Comments Responses
AC-103	BLDG 3 SC ADMIN. 2nd FLOOR PLAN	10/10/19	1	DCR Comments Responses
AC-104	BLDG 3 SC ADMIN. ROOF PLAN	10/10/19	1	DCR Comments Responses
LP-1	LANDSCAPE PLAN 1	03/24/21	6	DCR Comments Responses
LP-2	LANDSCAPE PLAN 2	03/24/21	6	DCR Comments Responses
LI-1	IRRIGATION PLAN 1	05/04/21	7	DCR Comments Responses
LI-2	IRRIGATION PLAN 2	05/04/21	7	DCR Comments Responses
GU-104	PHOTOMETRIC SITE PLAN	02/22/21	4	DCR Comments Responses
GU-105	PHOTOMETRIC TABLES	12/16/20	3	DCR Comments Responses



GENERAL LOCATION OVERVIEW, VICINITY & AREA ZONING MAPS

N.T.S.



CRAIN ATLANTIS

ARCHITECTS + ENGINEERS

210 SW NATURA AVENUE
DEERFIELD BEACH, FLORIDA 33441
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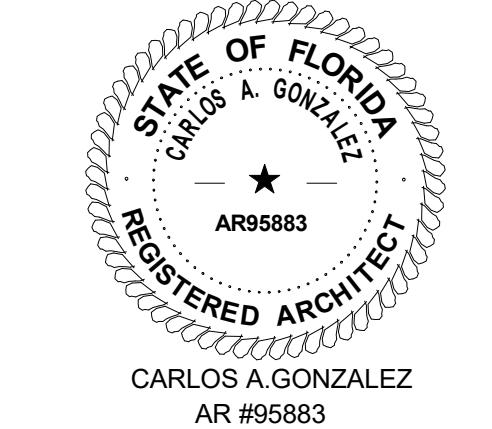
PROJECT
DEERFIELD BEACH SITE IMPROVEMENTS, SOLID WASTE TRANSFER STATION & FACILITIES

PROJECT ADDRESS
1751 SW 43rd TERRACE,
DEERFIELD BEACH, FL 33442

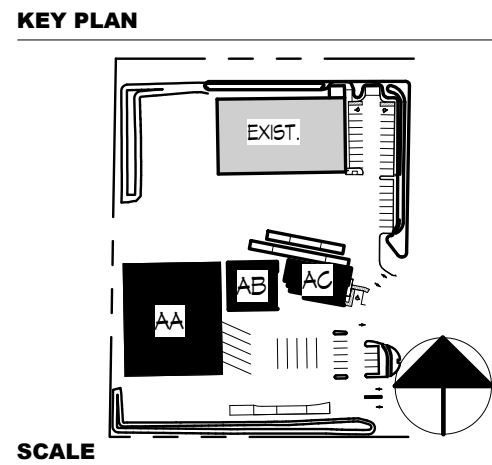
CLIENT
WASTE CONNECTIONS OF FLORIDA, INC.

REGISTRATION

CARLOS A.GONZALEZ



REVISIONS/ISSUES		
No.	DESCRIPTION	DATE
1	DCR Comments Responses	10/10/19
2	DCR Comments Responses	08/04/20
3	DCR Comments Responses	12/16/20
4	DCR Comments Responses	02/22/21
6	DCR Comments Responses	03/24/21
7	DCR Comments Responses	05/04/21



AS NOTED ON PLANS

PROJECT NUMBER 18081
PROJECT MANAGER C.G.
DRAWN BY Y.J.
CHECKED BY C.G.

SHEET TITLE
COVER SHEET

SHEET NUMBER

CS

LEGEND

A/B = As Built
A.C. = Air Conditioner
ADJ. = Adjacent
A.E. = Access Easement
ASPH. = Asphalt
B.C. = Broward County
B.M. = Bench Mark
B.S.T. = Bell South Telephone
C.B. = Catch Basin
C.B.S. = Concrete Block Structure
C.E. = Canal Easement
C.H. = Chord
C.H. BRG. = Chord Bearing
C.M. = Concrete Monument
COL. = Column
C.S. = Concrete Structure
(C) = Calculated
CL = Center Line
C.L.F. = Chain Link Fence
C.L.P. = Concrete Light Pole
C.P.P. = Concrete Power Pole
CONC. = Concrete
C.T.V. = Cable TV
D.C. = Dade County
D.E. = Drainage Easement
(D) = Deed
D.H. = Drill Hole
DIST. = Disturbed
ESMNT. = Easement
E.O.W. = Edge of Water
E.E. = Egress Easement
EL. = Elevation
E.P. = Edge of Pavement
E.S. = Electric Service
F.H. = Fire Hydrant
F.F. = Finish Floor
F.I.P. = Found Iron Pipe
F.I.R. = Found Iron Rod
FND. = Found
F.P.L. = Florida Power & Light
INV. = Invert
I.E. = Ingress Easement
I.R. = Iron Rod
I.P. = Iron Pipe
I.A. = Arc Distance
LB = Licensed Business
LS = Licensed Surveyor
L.A.E. = Lake Access Easement
L.M.E. = Lake Maintenance Easement
L.P. = Lamp Pole
(M) = Measured
M.E. = Maintenance Easement
M.H. = Man Hole
M.L.P. = Metal Light Pole
M.P.P. = Metal Power Pole
NAVD'88 = North American Vertical Datum of 1988
NGVD'29 = National Geodetic Vertical Datum of 1929
N&D = Nail & Disc
N.T.S. = Not To Scale
N&T = Nail & Tab
O.H.W. = Over Head Wire(s)
O.R.B. = Official Records Book
O/L = On Line
O/S = Offset
(P) = Plat
P = Property Line
PC = Page
P.B. = Plat Book
P.B.C. = Palm Beach County
P.C.P. = Permanent Control Point
PG. = Page
P.I. = Point of Intersection
P.O.B. = Point of Beginning
P.O.C. = Point of Commencement
P.R.C. = Point of Reverse Curvature
P.R.M. = Permanent Reference Monument
(R) = Record
R = Radius
R.P. = Radius Point
RGE. = Range
R.O.E. = Roof Overhang Easement
R/W = Right of Way
S.S.M.H. = Sanitary Man Hole
S.I.R. = Set Iron Rod
SEC. = Section
S.F. = Square Feet
S.T.M. M.H. = Storm Man Hole
S/W = Side Walk
TOB = Top of Bank
TOE = Toe of Slope
T.O.P. = Top of Pipe
TWP. = Township
TYP. = Typical
U.E. = Utility Easement
U.P. = Utility Pole
W.P.P. = Wood Power Pole
W.M. = Water Meter
W.V. = Water Valve
x 0.00 = Elevation Spot

SYMBOL

☐ CATCH BASIN
⊙ WATER METER
○ UTILITY POLE
☆ LIGHT POLE
⚡ FIRE HYDRANT
☎ CABLE BOX
⚡ ELECTRIC BOX
☎ TELEPHONE BOX
⚡ WATER VALVE
— OHW — OVERHEAD WIRE LINE (OHW)
— X — CHAIN LINK FENCE (C.L.F.)
— W.F. — WOOD FENCE (W.F.)
— M.F. — METAL FENCE (M.F.)
— P.F. — PLASTIC FENCE (P.F.)
— W.F. — WIRE FENCE (W.F.)

CERTIFIED TO:

1. WASTE SERVICES OF FLORIDA, INC.

SURVEY NOTES:

LOCATIONS ARE LIMITED TO VISIBLE IMPROVEMENTS ONLY AS SHOWN HEREON. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY BASELINE ENGINEERING & LAND SURVEYING INC. FOR EASEMENTS, RIGHT-OF-WAYS OF RECORD, OTHER RESTRICTIONS OR RESERVATIONS. DESCRIPTIONS PROVIDED BY CLIENT, OR THEIR REPRESENTATIVE. ALL DOCUMENTS ARE RECORDED IN SAME COUNTY AS PROPERTY LOCATION UNLESS OTHERWISE NOTED. ROOF OVERHANGS NOT LOCATED. SURVEY MEETS ACCURACY STANDARD FOR COMMERCIAL SURVEYS (1 FOOT IN 10000 FEET). ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD'88, UNLESS OTHERWISE NOTED.

BENCHMARK OF ORIGIN: BROWARD COUNTY BENCHMARK NUMBER 1092
ELEVATION: 11.967'(NAVD'88)

BENCHMARK CONVERTED FROM NGVD'29 TO NAVD'88 USING THE
NATIONAL GEODETIC SURVEY'S ORTHOMETRIC HEIGHT CONVERSION.

LEGAL DESCRIPTION:

PARCEL 1:

A PORTION OF PARCEL "A", LEDDS ENTERPRISES II, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 144, PAGE 20, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHEAST CORNER OF SAID PARCEL "A" OF SAID PLAT; THENCE NORTH 00°42'57" EAST ALONG THE EAST BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 1285.11 FEET; THENCE NORTH 89°57'32" WEST PARALLEL TO AND 198.00 FEET SOUTH OF THE NORTH LINE OF SAID PLAT, A DISTANCE OF 461.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID PARALLEL LINE NORTH 89°57'32" WEST, A DISTANCE OF 398.10 FEET TO A POINT ON THE WEST LINE OF SAID PLAT; THENCE SOUTH 00°55'48" WEST, ALONG SAID WEST LINE, A DISTANCE OF 286.90 FEET; THENCE SOUTH 89°57'32" EAST PARALLEL TO SAID NORTH LINE OF SAID PLAT, A DISTANCE OF 317.45 FEET; THENCE SOUTH 58°28'15" EAST, A DISTANCE OF 94.50 FEET; THENCE NORTH 00°49'22" EAST, A DISTANCE OF 336.22 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

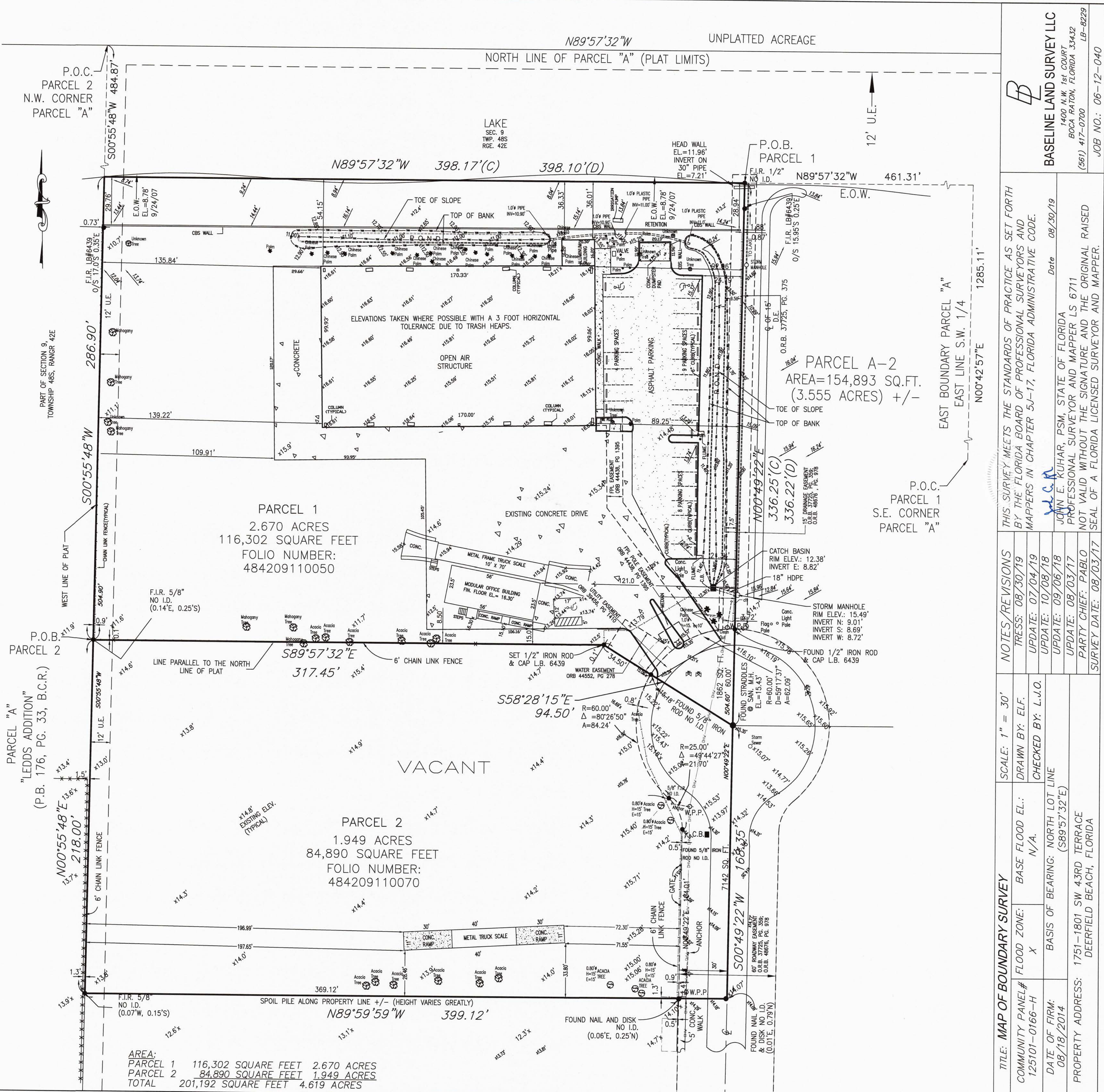
A PORTION OF PARCEL "A", LEDDS ENTERPRISES II, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 144, PAGE 20, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 00°55'48" WEST ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 484.87 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°57'32" EAST, A DISTANCE OF 317.45 FEET; THENCE SOUTH 58°28'15" EAST, A DISTANCE OF 94.50 FEET; THENCE SOUTH 00°49'22" WEST, A DISTANCE OF 168.35 FEET; THENCE NORTH 89°59'59" WEST, A DISTANCE OF 399.12 FEET; THENCE NORTH 00°55'48" EAST, ALONG THE WEST LINE OF PARCEL "A", A DISTANCE OF 218.00 FEET TO THE POINT OF BEGINNING.

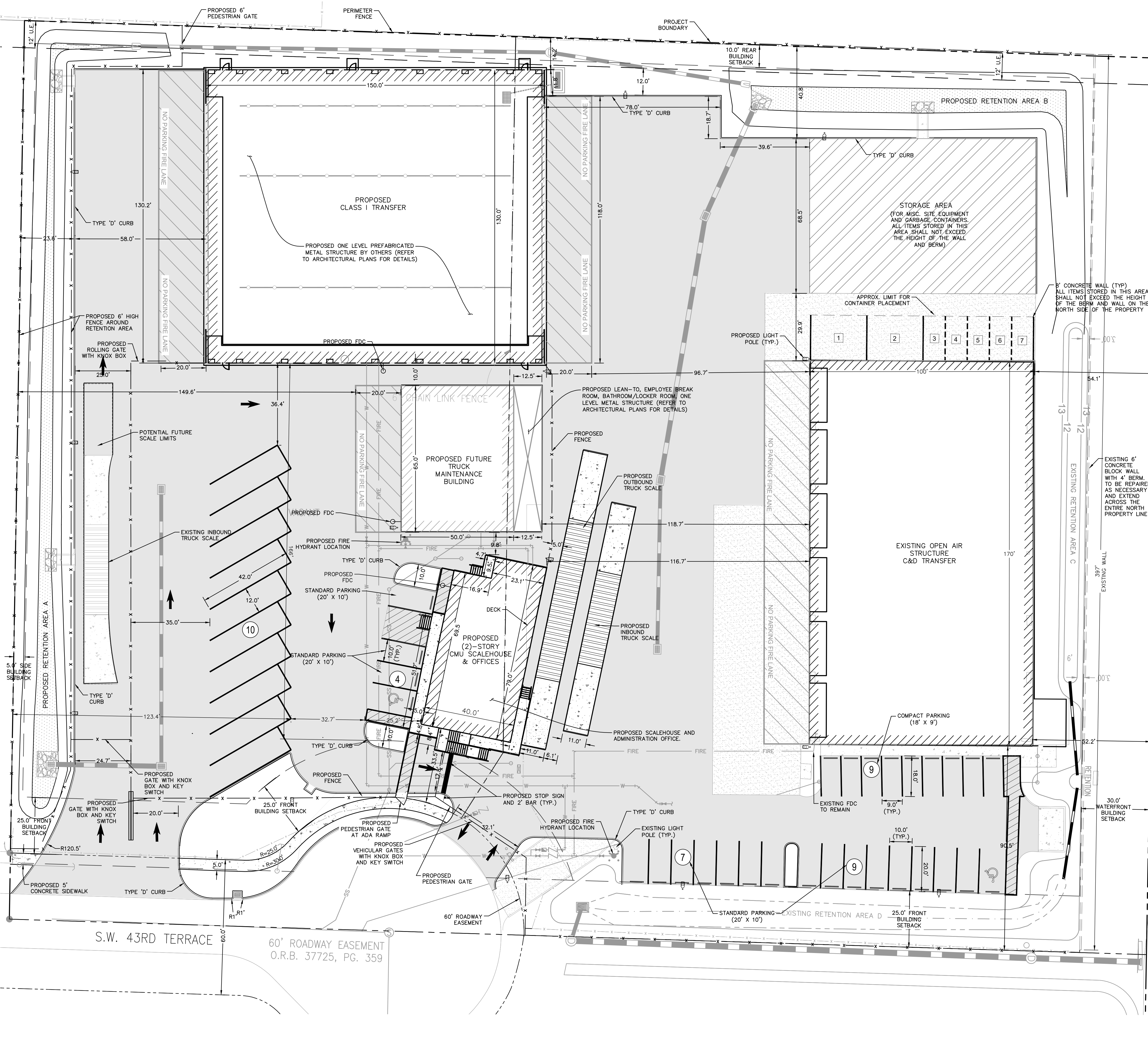
SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

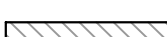
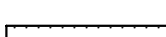
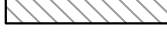
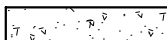
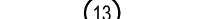
TOGETHER WITH AND SUBJECT TO NON-EXCLUSIVE EASEMENTS AS DESCRIBED IN PARAGRAPHS 3, 5 AND 6, IN THAT CERTAIN DECLARATION OF EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 37725, PAGE 359, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

THE FOLLOWING ITEMS ARE FROM CHICAGO TITLE INSURANCE COMPANY PROPERTY INFORMATION REPORT, FILE NUMBER: 7704979, REFERENCE: 19-6365, DATE: JUNE 10, 2019 AT 6:00 A.M.

ITEM NO.	RECORDING DATA	DESCRIPTION	APPLIES?	PLOTTED?
1.	PB 144, PG. 20	PLAT	YES	YES
2.	ORB 10888, PG. 764	DECLARATION	YES	NO
3.	ORB 10914, PG. 78	SPECIALTY WARRANTY DEED	NO	NO
4.	ORB 14543, PG. 366	QUIT-CLAIM DEED	NO	NO
5.	ORB 14543, PG. 378	EASEMENT AND DECLARATION	NO	NO
6.	ORB 19013, PG. 427	EASEMENT	NO	NO
7.	ORB 20578, PG. 341	ROAD IMPACT AGREEMENT	YES	NO
8.	ORB 20578, PG. 357	AGREEMENT	YES	NO
9.	ORB 37725, PG. 359	DECLARATION OF EASEMENTS	YES	YES
10.	ORB 37725, PG. 376	AGREEMENT	YES	NO
11.	ORB 38557, PG. 1980	ALLOCATION AGREEMENT	YES	NO
12.	ORB 39456, PG. 1410	EASEMENT	YES	YES
13.	ORB 40538, PG. 329	AGREEMENT	YES	NO
14.	ORB 42441, PG. 1135	AGREEMENT	YES	NO
15.	ORB 44438, PG. 1395	EASEMENT	YES	YES
16.	ORB 44502, PG. 276	BILL OF SALE ABSOLUTE	YES	NO
17.	ORB 44502, PG. 278	EASEMENT	YES	YES
18.	ORB 48676, PG. 978	AGREEMENT	YES	YES
19.	#14116981	AMENDED DECLARATION	YES	NO





LEGEND			
	PROPOSED ASPHALT		PROPOSED FENCE
	EXISTING ASPHALT		PROPOSED RETENTION
	PROPOSED CONCRETE		PROJECT BOUNDARY
	EXISTING CONCRETE		EXISTING LIGHT POLE
	PARKING COUNT		PROPOSED LIGHT POLE
	CONTAINERS FOR RECYCLABLE MATERIAL		EXISTING 6' BLOCK WALL WITH 4' BERM
	RECYCLED STORM PIPE		

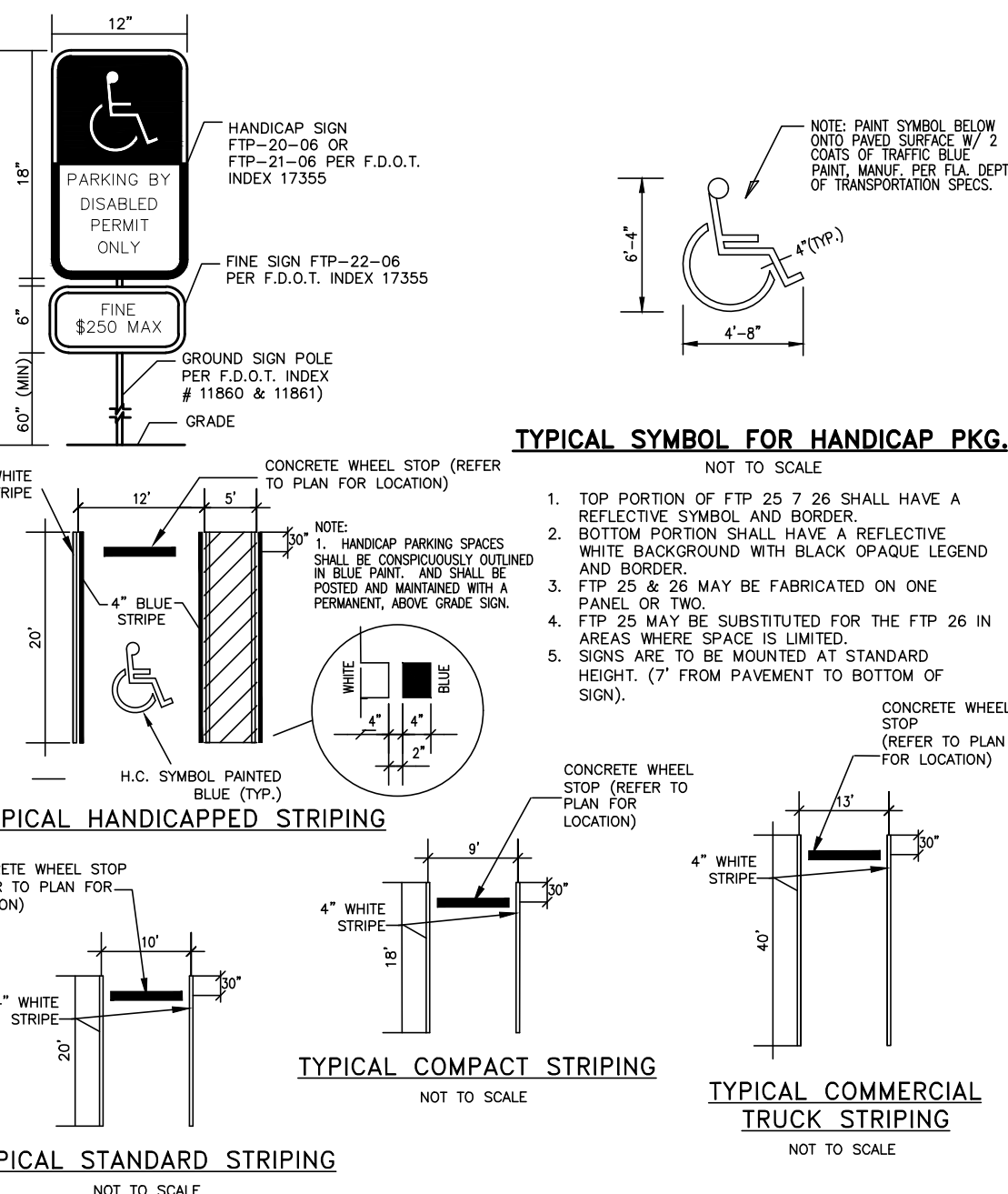
<u>SITE DATA</u>	1	CLEAN WOOD (80 CY STORAGE AREA)
PID 4842-09-11-0050, 4842-09-11-0070	2	CLEAN CONCRETE (80 CY STORAGE AREA)
TOTAL PROJECT AREA = 200,860 SF/4.61 AC	3	ELECTRONICS (20 CY CONTAINER)
EXISTING LAND USE:	4	TIRES (20 CY CONTAINER)
EXISTING ZONING:	5	METALS (30 CY CONTAINER)
INDUSTRIAL I-2 LIMITED HEAVY INDUSTRIAL	6	METALS (30 CY CONTAINER)
	7	METALS (30 CY CONTAINER)

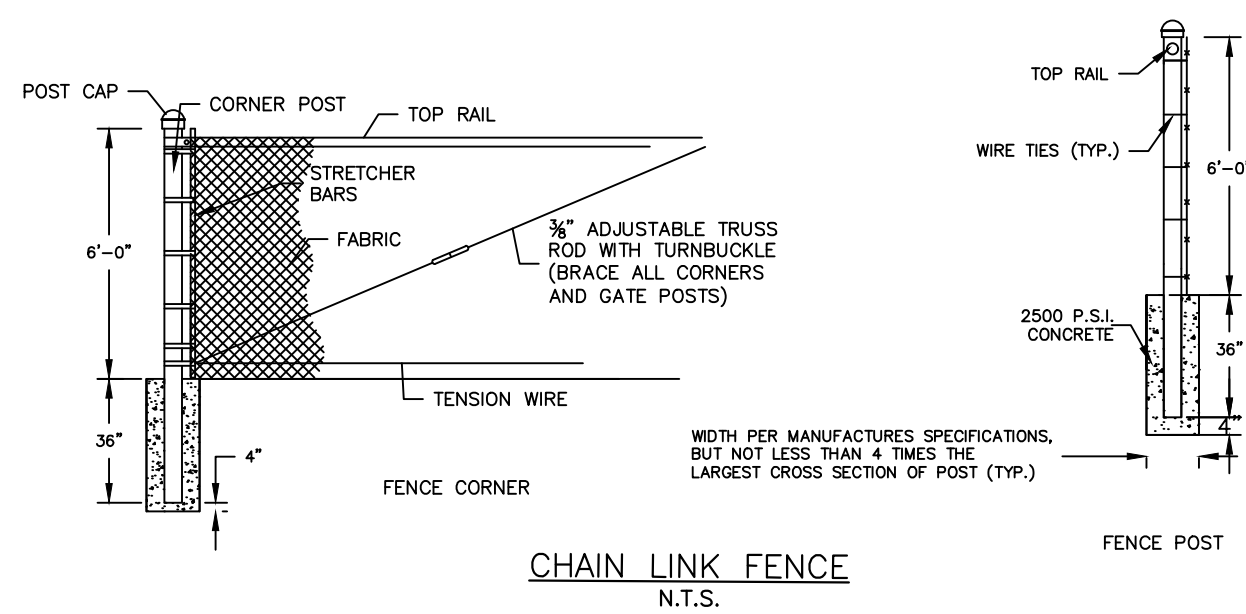
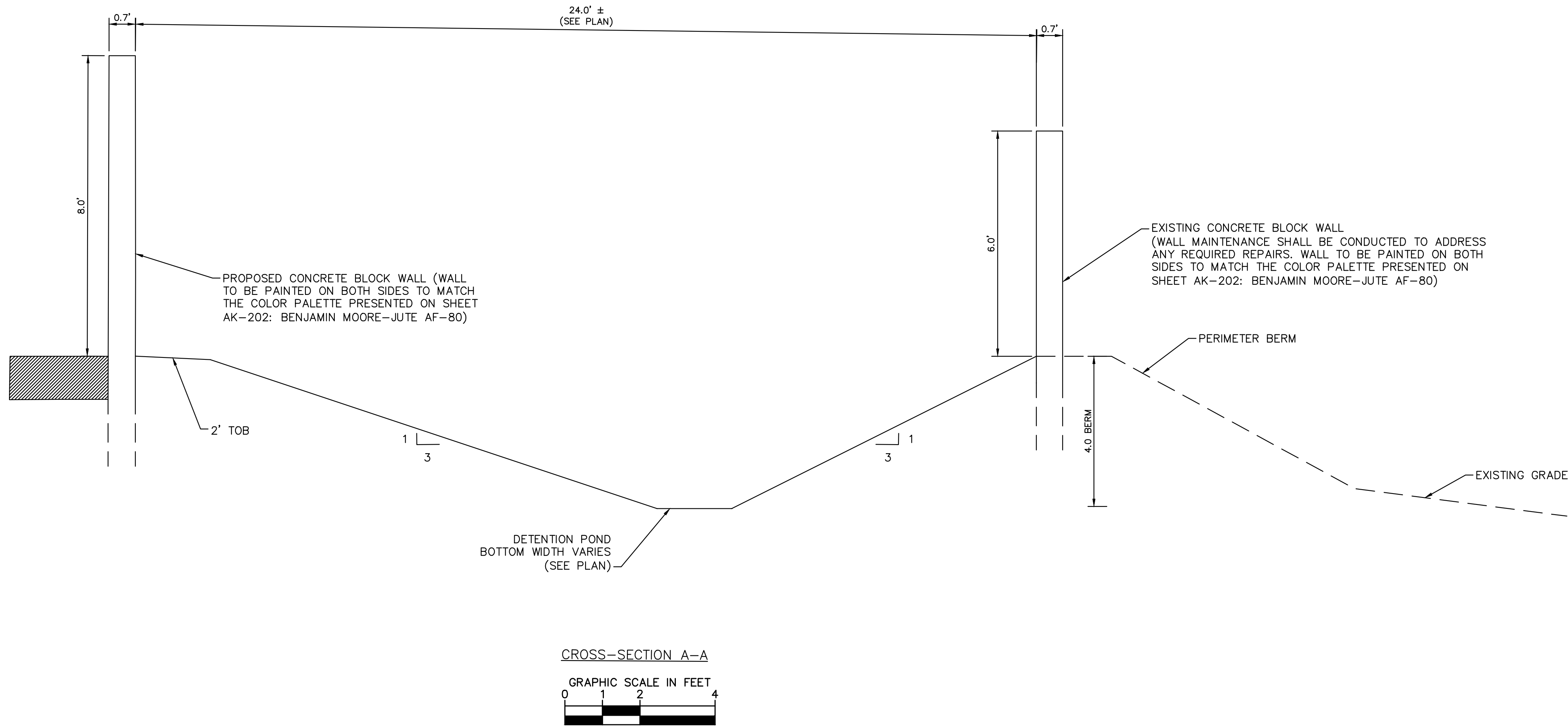
SITE DATA TABLE			
	EXISTING	REQUIRED	PROPOSED
ASPHALT/CONCRETE	28,365 SF/0.65 AC	---	60,400 SF/1.38 AC
DRY RETENTION POND	6,110 SF/0.14 AC	---	11,312 SF/0.26 AC
IMPERVIOUS	45,365 SF/1.04 AC	---	151,353 SF/3.47 AC
PERVIOUS	155,495 SF/3.57 AC	---	49,885 SF/1.14 AC
BUILDING FOOTPRINT			
CLASS 1 TRANSFER	---	---	19,500 SF/0.45 AC
C&D TRANSFER	17,000 SF/0.39 AC	---	---
SCALEHOUSE/OFFICE	---	---	2,999 SF/0.07 AC
TRUCK MAINTENANCE	---	---	3,910 SF/0.09 AC
FLOOR AREA RATIO (FAR)	0.09	1.0 (MAX)	0.23

CLASS 1 TRANSFER	--	--	19,500 SF
C&D TRANSFER	17,000 SF/0.39 AC	--	--
SCALEHOUSE/OFFICE 1ST FLOOR	--	--	2,999 SF
SCALEHOUSE/OFFICE 2ND FLOOR	--	--	2,999 SF
FUTURE TRUCK MAINTENANCE BUILDING	--	--	3,910 SF
BUILDING HEIGHT			
EXISTING BUILDING	45.5 FT	75 FT (MAX)	--
SCALEHOUSE & OFFICES	--	75 FT (MAX)	27 FT
FUTURE TRUCK MAINTENANCE	--	75 FT (MAX)	35 FT
CLASS I TRANSFER	--	75 FT (MAX)	50 FT

EXISTING BUILDING	90 FT 6 IN (F) 139 FT 2 IN (R) 350 FT 10 IN (S) 52 FT 3 IN (W)	30 FT (WATER)	90 FT 6 IN (F) 139 FT 2 IN (R) 350 FT 10 IN (S) 52 FT 3 IN (W)
SCALEHOUSE & OFFICES	--	25 FT (FRONT) 10 FT (REAR) 5 FT (SIDE) 30 FT (WATER)	33 FT 3 IN (F) 229 FT 0 IN (R) 181 FT 4 IN (S) 269 FT 11 IN (W)
FUTURE TRUCK MAINTENANCE BUILDING	--	25 FT (FRONT) 10 FT (REAR) 5 FT (SIDE) 30 FT (WATER)	178 FT 4 IN (F) 14 FT 2 IN (R) 169 FT 7 IN (S) 248 FT 5 IN (W)
CLASS I TRANSFER BUILDING	--	25 FT (FRONT) 10 FT (REAR) 5 FT (SIDE) 30 FT (WATER)	166 FT 0 IN (F) 229 FT 0 IN (R) 81 FT 7 IN (S) 270 FT 10 IN (W)

REQUIRED PARKING				
BUILDING	AREA (SF)	RATIO (SPACE/SF)	REQUIRED SPACES	PROVIDED SPACES
CLASS 1 TRANSFER	19,500	NA	0.0	---
C&D TRANSFER	17,000	NA	0.0	---
SCALEHOUSE/OFFICE (OFFICE SPACE)	3,772	1/250	15.1	---
SCALEHOUSE/OFFICE (MANUFACTURING--NOT CATERING TO THE GENERAL PUBLIC)	2,226	1/500	4.5	---
TRUCK MAINTENANCE	3,910	1/500	7.8	---
OUTSIDE STORAGE AREA	6,850	1/5,000	1.4	---
TOTAL	---	---	28.7	---
TOTAL SPACES	---	---	29	29*
HANDICAP	---	---	2	2
COMMERCIAL TRUCK PARKING (MINIMUM OF 1 SPACE FOR STORAGE AREA)	---	---	1	10





CALL 2 BUSINESS
DAYS BEFORE
YOU DIG

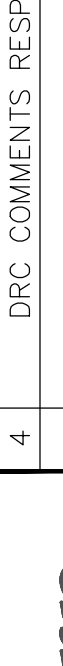
IT'S THE LAW!
DIAL 811

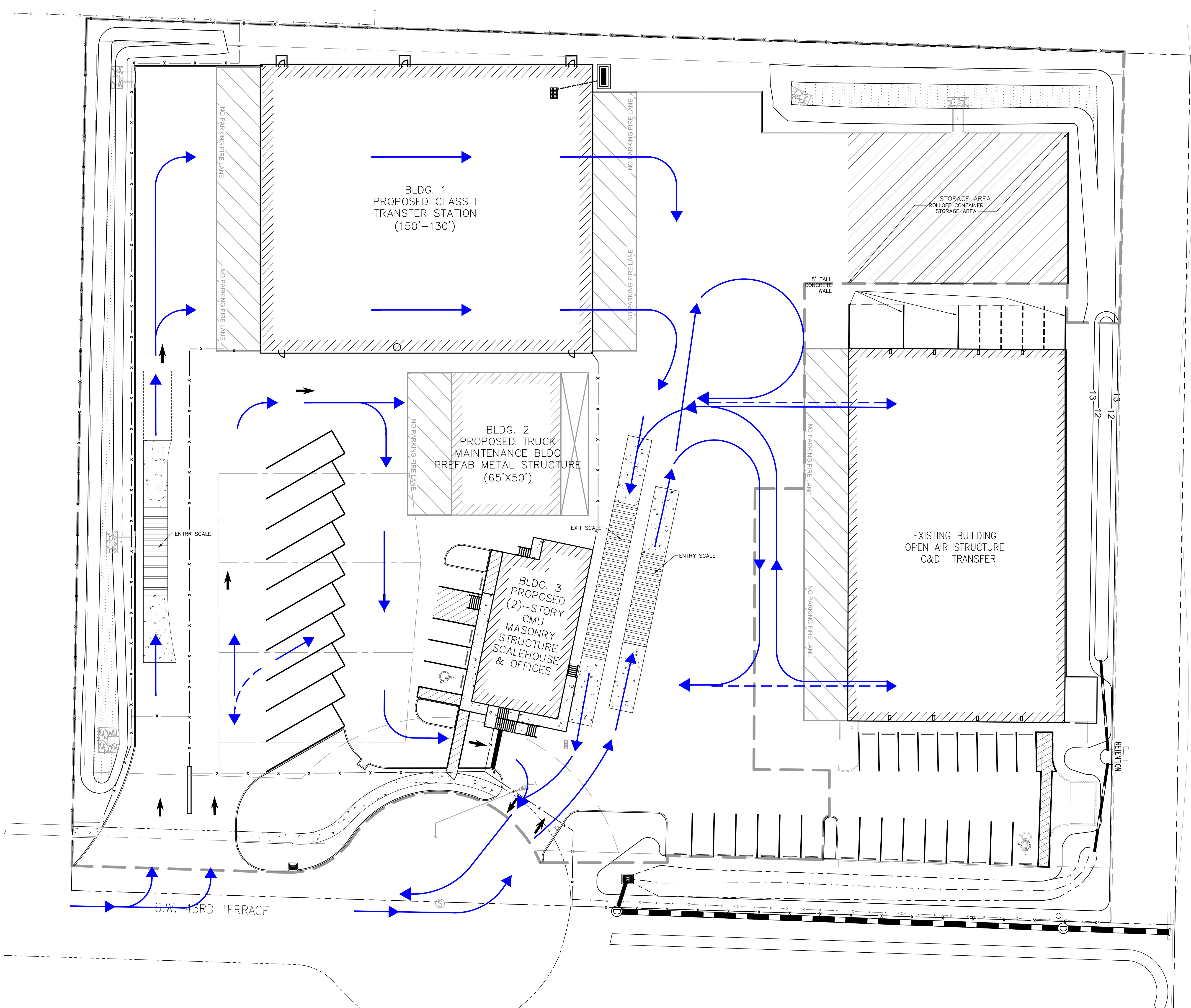
811

**Know what's below.
Call before you dig.**

SUNSHINE STATE ONE CALL OF FLORIDA, INC.



DEERFIELD BEACH TRANSFER STATION PREPARED FOR WASTE CONNECTIONS OF FLORIDA, INC. DEERFIELD BEACH FLORIDA		WALL AND FENCE DETAILS		KHA PROJECT 144802010 DATE JUNE 2020 SCALE AS SHOWN DESIGNED BY JMW DRAWN BY JMW CHECKED BY JMW RBC DATE: --- -- --		LICENSED PROFESSIONAL ROBERT "BO" CONERLY, P.E. FLORIDA LICENSE NUMBER 59291		 © 2020 KIMLEY-HORN AND ASSOCIATES, INC. 116 SOUTH KENTUCKY AVENUE, LAKELAND, FL 33801 PHONE: 863-701-8702 WWW.KIMLEY-HORN.COM CA 0000696		4 DRC COMMENTS RESPONSES <	
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CALL 2 BUSINESS
DAYS BEFORE
YOU DIG

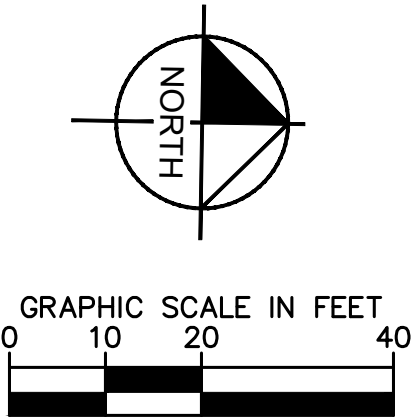
IT'S THE LAW!
DIAL 811

Know what's below.
Call before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

TRAFFIC FLOW NARRATIVE

THE SOUTHERN INBOUND SCALE WILL BE USED FOR INBOUND TRAFFIC ASSOCIATED WITH THE CLASS 1 TRANSFER BUILDING AND THE NORTHERN INBOUND SCALE WILL BE USED FOR INBOUND TRAFFIC ASSOCIATED WITH THE C&D TRANSFER BUILDING. THE OUTBOUND TRAFFIC ASSOCIATED WITH EACH BUILDING (CLASS 1 TRANSFER AND C&D TRANSFER). THERE MAY BE OCCASIONS WHEN THE NORTH INBOUND SCALE IS USED FOR THE CLASS 1 TRANSFER BUILDING BASED ON SPECIFIC OPERATIONAL CIRCUMSTANCES THAT MAY ARISE (I.E. TRUCK MECHANICAL FAILURE BLOCKING SCALE ACCESS, SCALE MECHANICAL FAILURE, ETC.), HOWEVER, THESE INSTANCES WOULD BE ANOMALIES TO THE PLANNED SITE TRAFFIC PATTERNS AND WOULD ONLY OCCUR UNTIL THE SOUTHERN SCALE ACCESS AND OPERATION IS RESTORED.



DEERFIELD BEACH
TRANSFER STATION
PREPARED FOR
WASTE CONNECTIONS OF FLORIDA,
INC.

FLORIDA
DEERFIELD BEACH

SITE TRAFFIC
CIRCULATION PLAN

FLORIDA

Kimley»Horn

© 2020 KIMLEY-HORN AND ASSOCIATES, INC.
116 SOUTH KENTUCKY AVENUE, LAKELAND, FL 33801
PHONE: 863-701-8702
WWW.KIMLEY-HORN.COM CA 00000696

10/10/19
06/20/20
12/16/20
02/22/21

DRC COMMENTS RESPONSES
DRC COMMENTS RESPONSES
DRC COMMENTS RESPONSES
DRC COMMENTS RESPONSES

No. _____

REVISIONS

DATE

BY

144802010
JUNE 2020
AS SHOWN
JMW
JMW

KHA PROJECT
DATE
SCALE
DESIGNED BY
DRAWN BY
CHECKED BY

10/10/19
06/20/20
12/16/20
02/22/21

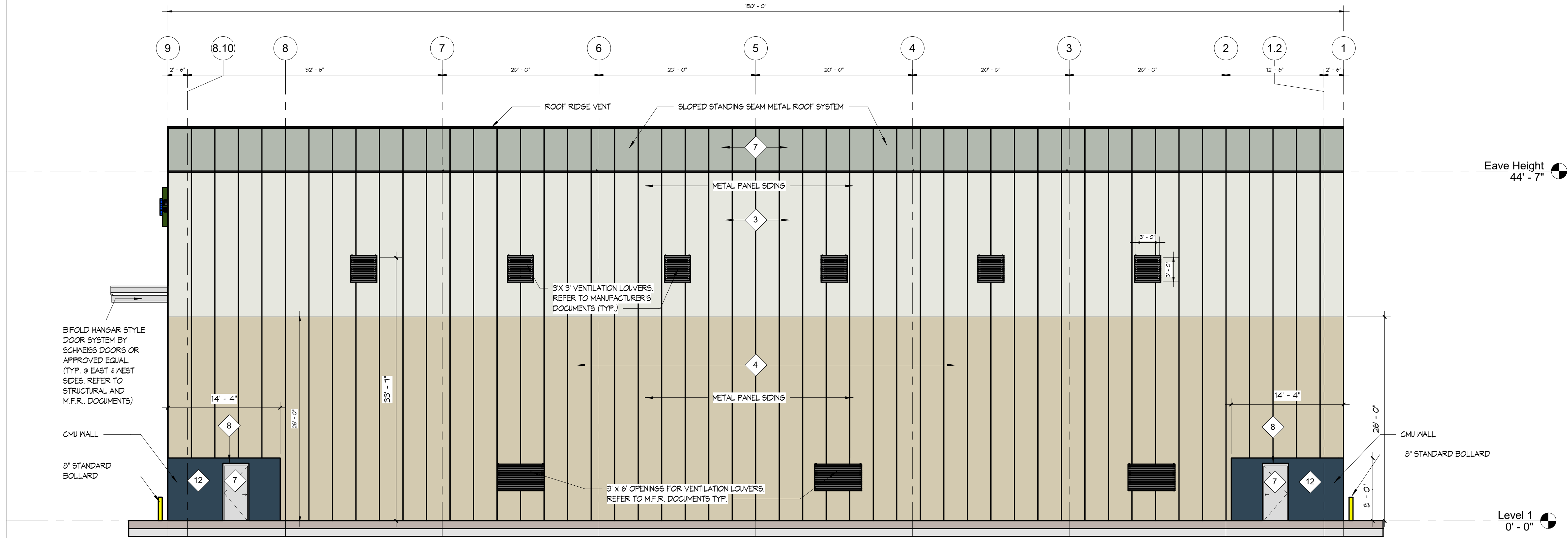
DRC COMMENTS RESPONSES
DRC COMMENTS RESPONSES
DRC COMMENTS RESPONSES
DRC COMMENTS RESPONSES

No. _____

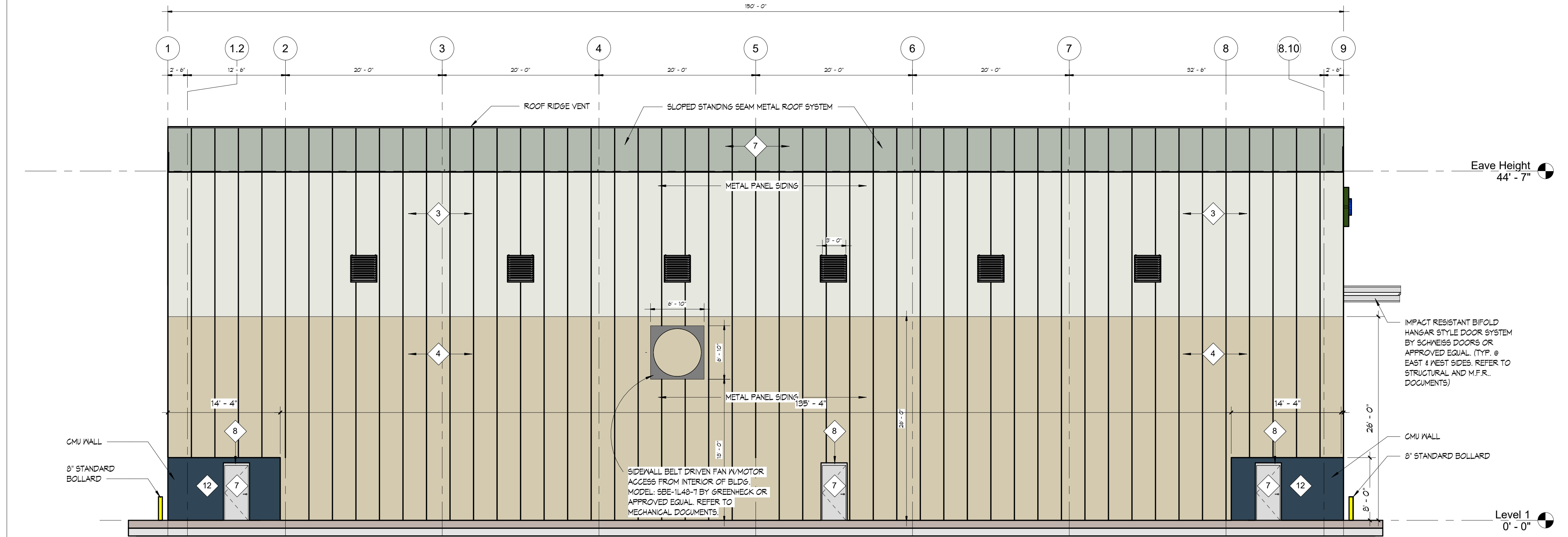
REVISIONS

DATE

BY



TS EAST EXTERIOR ELEVATION
SCALE : 1/8" = 1'-0"



TS WEST EXTERIOR ELEVATION
SCALE : 1/8" = 1'-0"

METAL PANEL COLOR REFERENCE LEGEND			
HERITAGE BUILDING SYSTEMS COLORS ID NAME		RGB COLORS ID #	PANTONE COLORS ID #
ALL METAL PANELS BY 'HERITAGE BUILDING SYSTEMS' FROM THE SIGNATURE 200 COLORS			
1	 DESERT SAND	112 - 152 - 121	16 - 1010 TP6
2	 SADDLE TAN	210 - 180 - 140	P 19 - 1 C
3	 POLAR WHITE	230 - 231 - 223	169-1 C
4	 LIGHT STONE	211 - 202 - 176	P 13 - 2 C
5	 SOLAR WHITE	237 - 245 - 249	P 115-1 C
6	 KOKO BROWN	054 - 063 - 055	P 33-16 C
7	 ASH GRAY	118 - 185 - 175	P 117-1 C
8	 CHARCOAL GRAY	083 - 082 - 081	P 184-15 C
9	 BURNISHED SLATE	067 - 060 - 053	P 184-15 C
10	 HAWAIIAN BLUE	054 - 107 - 132	2454 UP
NOTE: ITEMS AND/OR PAINT COLORS NOT SPECIFIED IN THESE ELEVATIONS, TO BE SUPPLIED BY OWNER, (TYP. U.O.N.)			

PAINT COLOR REFERENCE LEGEND			
BENJAMIN MOORE COLORS ID NAME & #		RGB COLORS ID #	PANTONE COLORS ID #
ALL PAINT TO BE SUPPLIED BY "BENJAMIN MOORE" REGAL SELECT EXTERIOR PAINT FROM THE AFFINITY COLOR COLLECTION. (OR APPROVED EQUAL).			
11	 JUTE AF-80	217 - 210 - 190	P 13-2 C
12	 GENTLEMEN'S GRAY	048 - 070 - 086	P 114-15 C
<u>NOTE:</u> ITEMS AND/OR PAINT COLORS NOT SPECIFIED IN THESE ELEVATIONS, TO BE SUPPLIED BY OWNER, (TYP. U.O.N.)			

REVIEWED AND ACCEPTED BY			
ISSUED FOR: ELEVATIONS/COLOR APPROVAL		DATE:	
NAME PRINT:		DATE:	
SIGNATURE:		DATE:	

CRAIN ATLANTIS
ARCHITECTS + ENGINEERS

210 SW NATURA AVENUE
DEERFIELD BEACH, FLORIDA 33441
(354) 917-0411
AA26001858 / CA27488

PROJECT

DEERFIELD BEACH SITE IMPROVEMENTS, SOLID WASTE TRANSFER STATION & FACILITIES

PROJECT ADDRESS

1751 SW 43rd TERRACE,
DEERFIELD BEACH, FL 33442

CLIENT

WASTE CONNECTIONS OF FLORIDA, INC.

REGISTRATION

CARLOS A. GONZALEZ

CARLOS A. GONZALEZ
AR 95883

REVISIONS/ISSUES		
No.	DESCRIPTION	DATE
1	DRC Comments Responses	10/10/19
2	DRC Comments Responses	08/04/20
3	DRC Comments Responses	12/16/20
6	DRC Comments Responses	3/24/21
7	DRC Comments Responses	05/04/21

KEY PLAN

SCALE

0 4' 8' 16'

AS NOTED ON PLANS

PROJECT NUMBER 18081

PROJECT MANAGER C.G.

DRAWN BY Y.J.

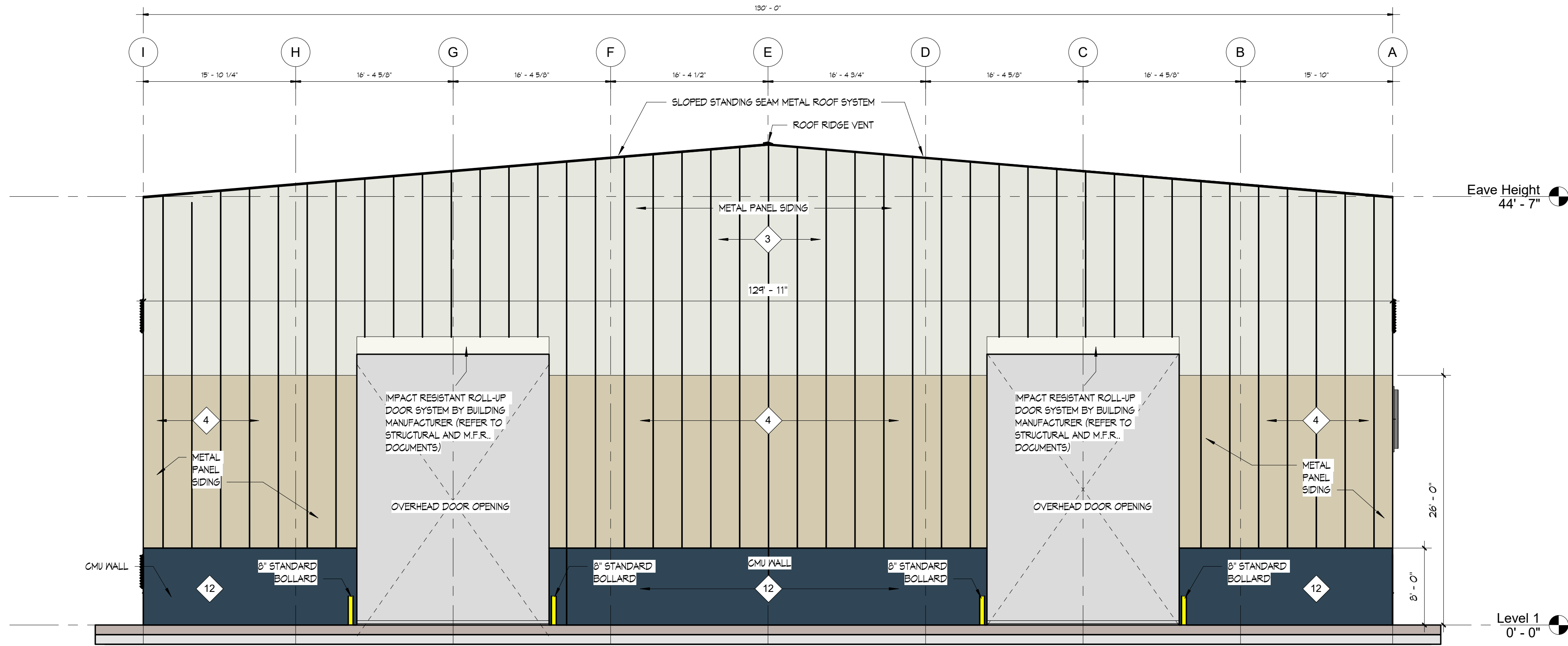
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SHEET TITLE

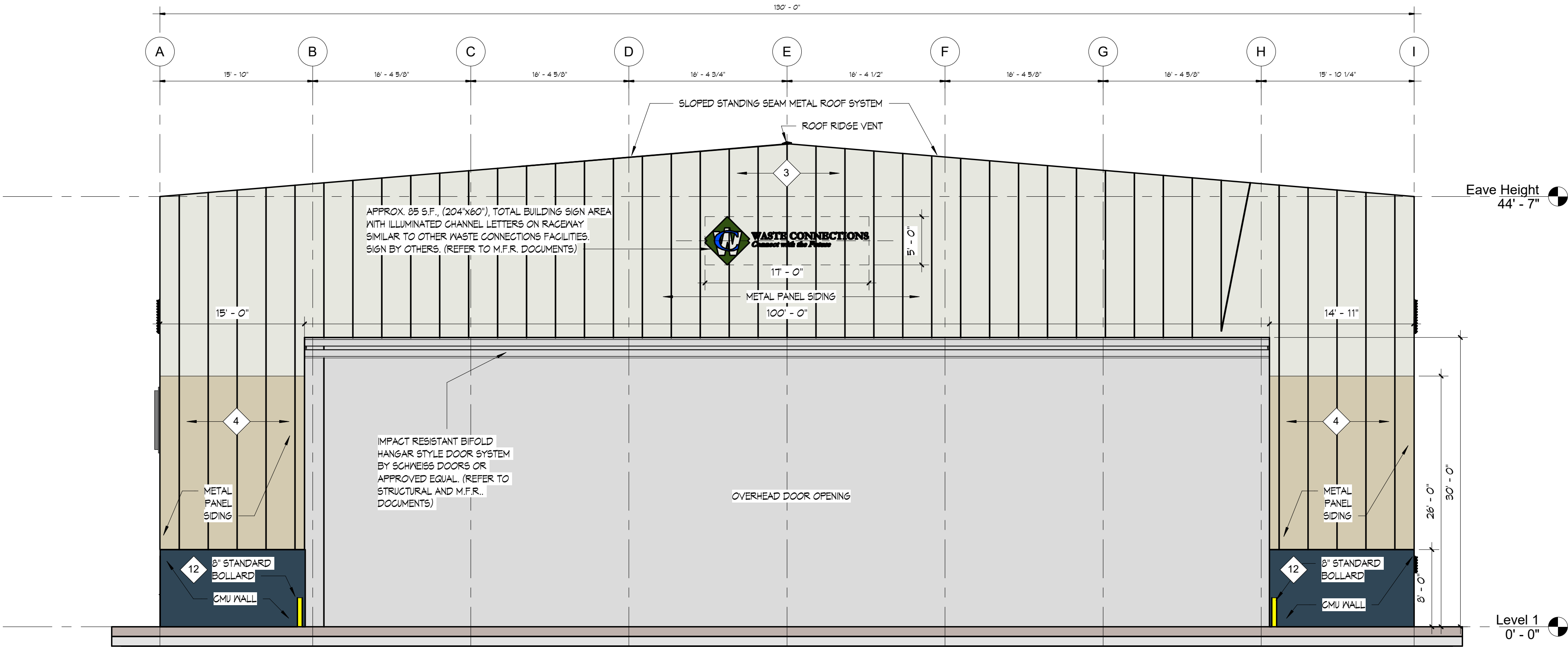
BLDG 1 TS EAST & WEST EXTERIOR ELEVATIONS

SHEET NUMBER

AA-201



BLDG 1-TS NORTH EXTERIOR ELEVATION
SCALE : 1/8" = 1'-0"



BLDG 1 - TS SOUTH EXTERIOR ELEVATION
SCALE : 1/8" = 1'-0"

METAL PANEL COLOR REFERENCE LEGEND				
HERITAGE BUILDING SYSTEMS COLORS ID NAME			R&B COLORS ID #	PANTONE COLORS ID #
ALL METAL PANELS BY 'HERITAGE BUILDING SYSTEMS' FROM THE SIGNATURE 200 COLORS				
1		DESERT SAND	112 - 152 - 121	16 - 1010 TP6
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3		POLAR WHITE	230 - 231 - 223	169-1 C
4		LIGHT STONE	211 - 202 - 116	P 13 - 2 C
5		SOLAR WHITE	231 - 245 - 249	P 115-1 C
6		KOKO BROWN	054 - 063 - 055	P 33-16 C
7		ASH GRAY	118 - 185 - 175	P 117-1 C
8		CHARCOAL GRAY	083 - 082 - 081	P 184-15 C
9		BURNISHED SLATE	061 - 060 - 053	P 184-15 C
10		HAWAIIAN BLUE	054 - 101 - 132	2454 UP
NOTE: ITEMS AND/OR PAINT COLORS NOT SPECIFIED IN THESE ELEVATIONS, TO BE SUPPLIED BY OWNER, (TYP. U.O.N.)				

PAINT COLOR REFERENCE LEGEND				
BENJAMIN MOORE COLORS ID NAME & #		RGB COLORS ID #	PANTONE COLORS ID #	
ALL PAINT TO BE SUPPLIED BY "BENJAMIN MOORE" REGAL SELECT EXTERIOR PAINT FROM THE AFFINITY COLOR COLLECTION. (OR APPROVED EQUAL).				
11		JUTE AF-80	217 - 210 - 190	P 13-2 C
12		GENTLEMAN'S GRAY	048 - 010 - 086	P 114-15 C
NOTE: ITEMS AND/OR PAINT COLORS NOT SPECIFIED IN THESE ELEVATIONS, TO BE SUPPLIED BY OWNER, (TYP. U.G.N.)				

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ISSUED FOR: ELEVATIONS/COLOR APPROVAL	DATE:
NAME PRINT:	DATE:
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CRAIN ATLANTIS
ARCHITECTS + ENGINEERS

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DEERFIELD BEACH, FLORIDA 33441
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PROJECT

DEERFIELD BEACH SITE
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PROJECT ADDRESS

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6	DRC Comments Responses	3/24/21

KEY PLAN

PROJECT NUMBER 18081

PROJECT MANAGER C.G.

DRAWN BY Y.J

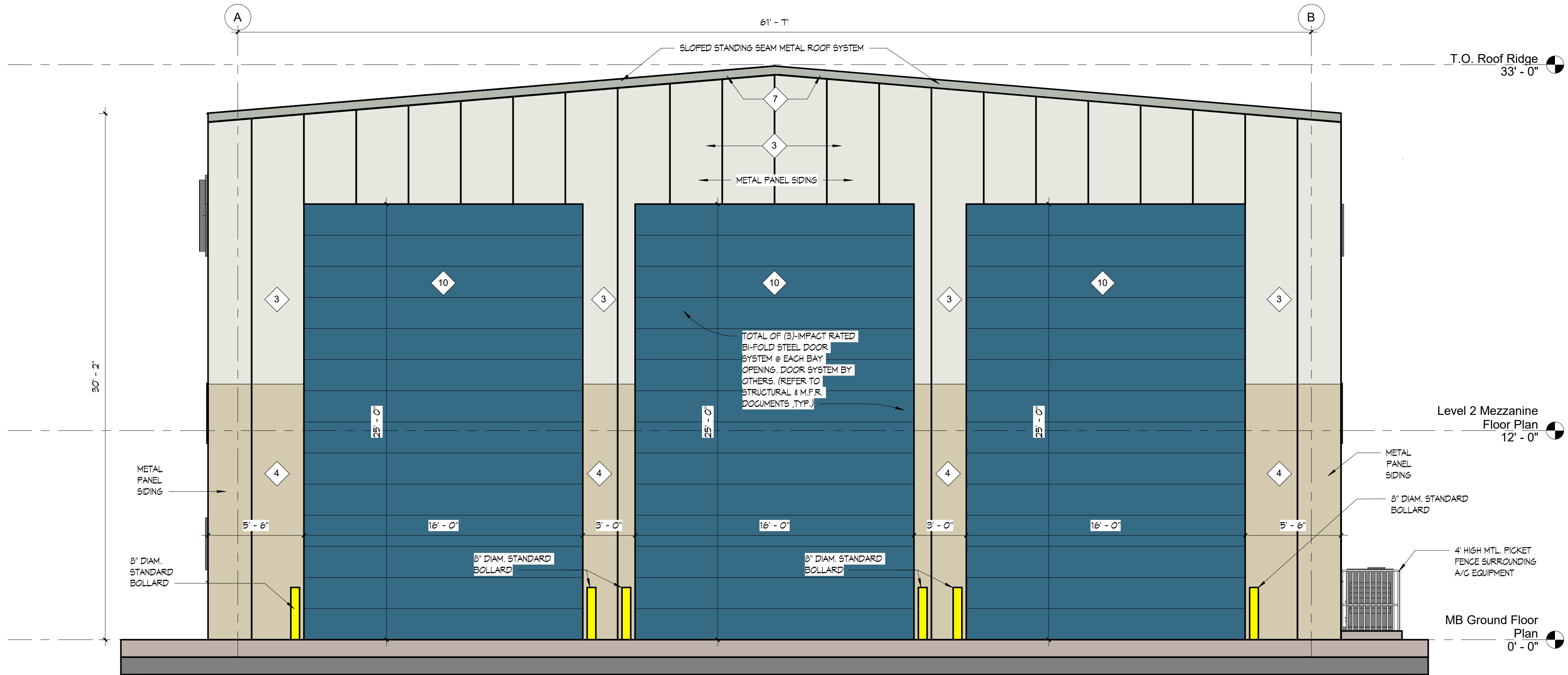
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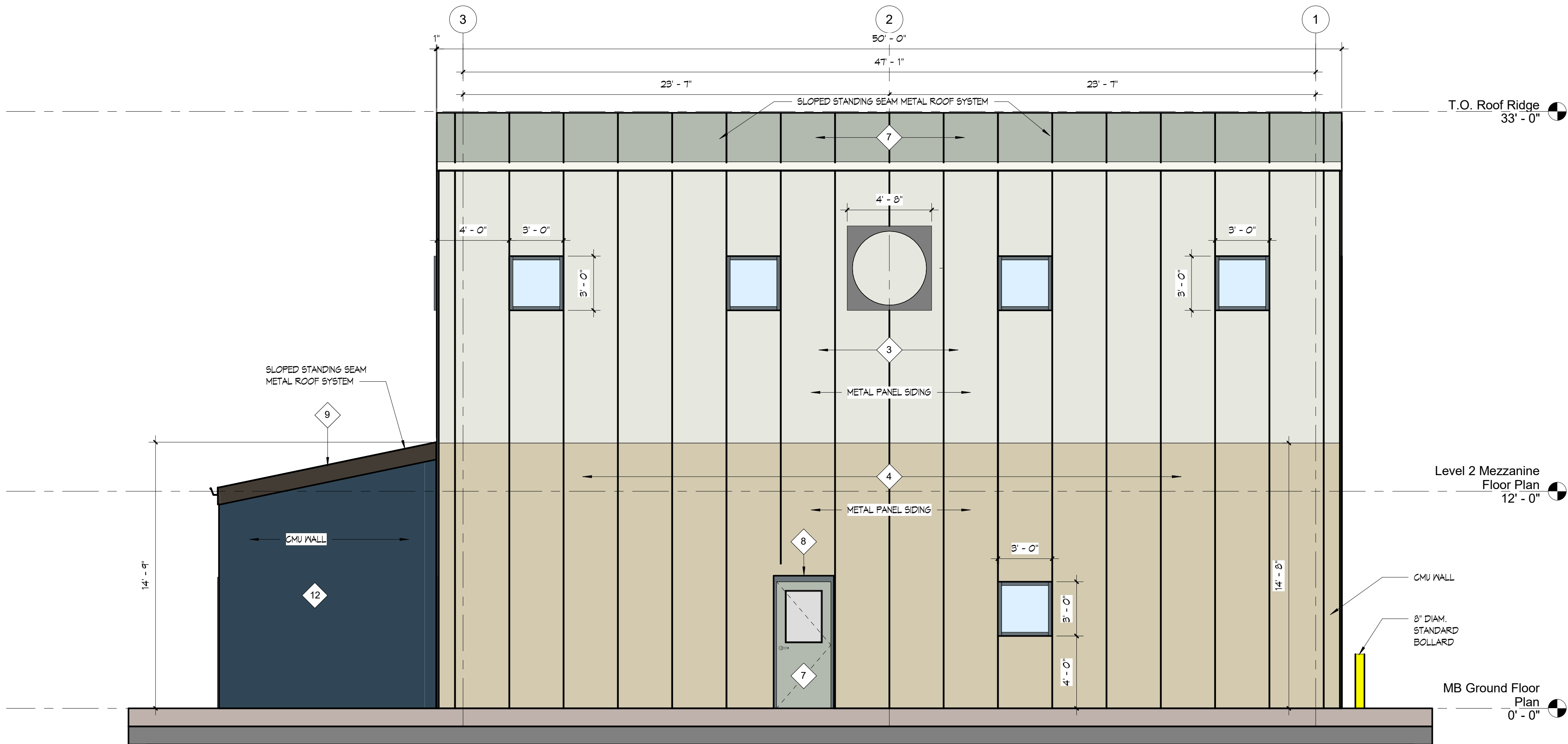
BLDG 1 TS NORTH &
SOUTH EXTERIOR
ELEVATIONS

SHEET NUMBER

AA-202



MB - SOUTH EXTERIOR ELEVATION
SCALE : 1/4" = 1'-0"



MB - WEST EXTERIOR ELEVATION
SCALE : 1/4" = 1'-0"

HERITAGE BUILDING SYSTEMS COLORS ID NAME			R&B COLORS ID #	PANTONE COLORS ID #
ALL METAL PANELS BY HERITAGE BUILDING SYSTEMS FROM THE SIGNATURE 200 COLORS				
1		DESERT SAND	172 - 152 - 121	16 - 1010 TP6
2		SADDLE TAN	210 - 180 - 140	P 19 - 1 C
3		POLAR WHITE	230 - 231 - 223	169-1 C
4		LIGHT STONE	211 - 202 - 116	P 13 - 2 C
5		SOLAR WHITE	231 - 245 - 249	P 115-1 C
6		KOKO BROWN	084 - 063 - 055	P 33-16 C
7		ASH GRAY	116 - 105 - 115	P 111-1 C
8		CHARCOAL GRAY	105 - 116 - 122	7546 UP
9		BURNISHED SLATE	061 - 060 - 053	P 169-15 C
10		HAWAIIAN BLUE	054 - 101 - 132	2454 UP

NOTE:
ITEMS AND/OR PAINT COLORS NOT SPECIFIED IN THESE ELEVATIONS, TO BE
SUPPLIED BY OWNER, (TYP. U.O.N.)

PAINT COLOR REFERENCE LEGEND				
BENJAMIN MOORE COLORS ID NAME & #			RGB COLORS ID #	PANTONE COLORS ID #
ALL PAINT TO BE SUPPLIED BY 'BENJAMIN MOORE' REGAL SELECT EXTERIOR PAINT FROM THE 'AFFINITY' COLOR COLLECTION. (OR APPROVED EQUAL).				
11		JUTE AF-80	211 - 210 - 190	P 13-2 C
12		GENTLEMAN'S GRAY	048 - 070 - 086	P 114-15 C

NOTE:
ITEMS AND/OR PAINT COLORS NOT SPECIFIED IN THESE ELEVATIONS, TO BE SUPPLIED BY OWNER, (TYP. U.O.N.)

REVIEWED AND ACCEPTED BY		
ISSUED FOR:	ELEVATIONS COLOR APPROVAL	DATE:
NAME PRINT:		DATE:
SIGNATURE:		DATE:

PROJECT

DEERFIELD BEACH SITE
IMPROVEMENTS, SOLID
WASTE TRANSFER
STATION & FACILITIES

PROJECT ADDRESS

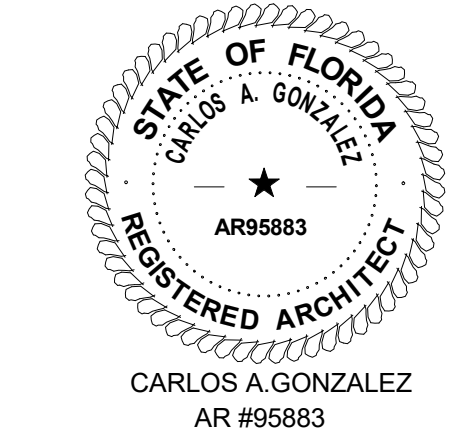
1751 SW 43rd TERRACE,
DEERFIELD BEACH, FL 33442

CLIENT

WASTE
CONNECTIONS OF
FLORIDA, INC.

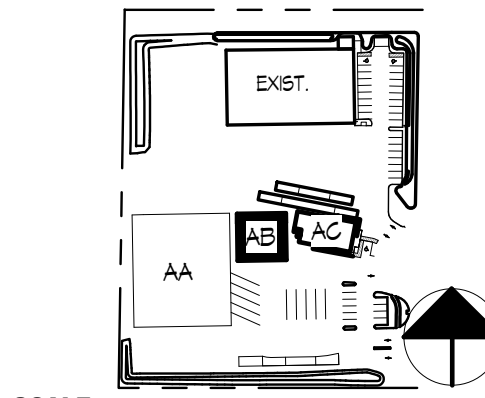
REGISTRATION

CARLOS A.GONZALEZ



REVISIONS/ISSUES		
No.	DESCRIPTION	DATE
1	DRC Comments Responses	10/10/19
6	DRC Comments Responses	3/24/21

KEY PLAN



SCALE



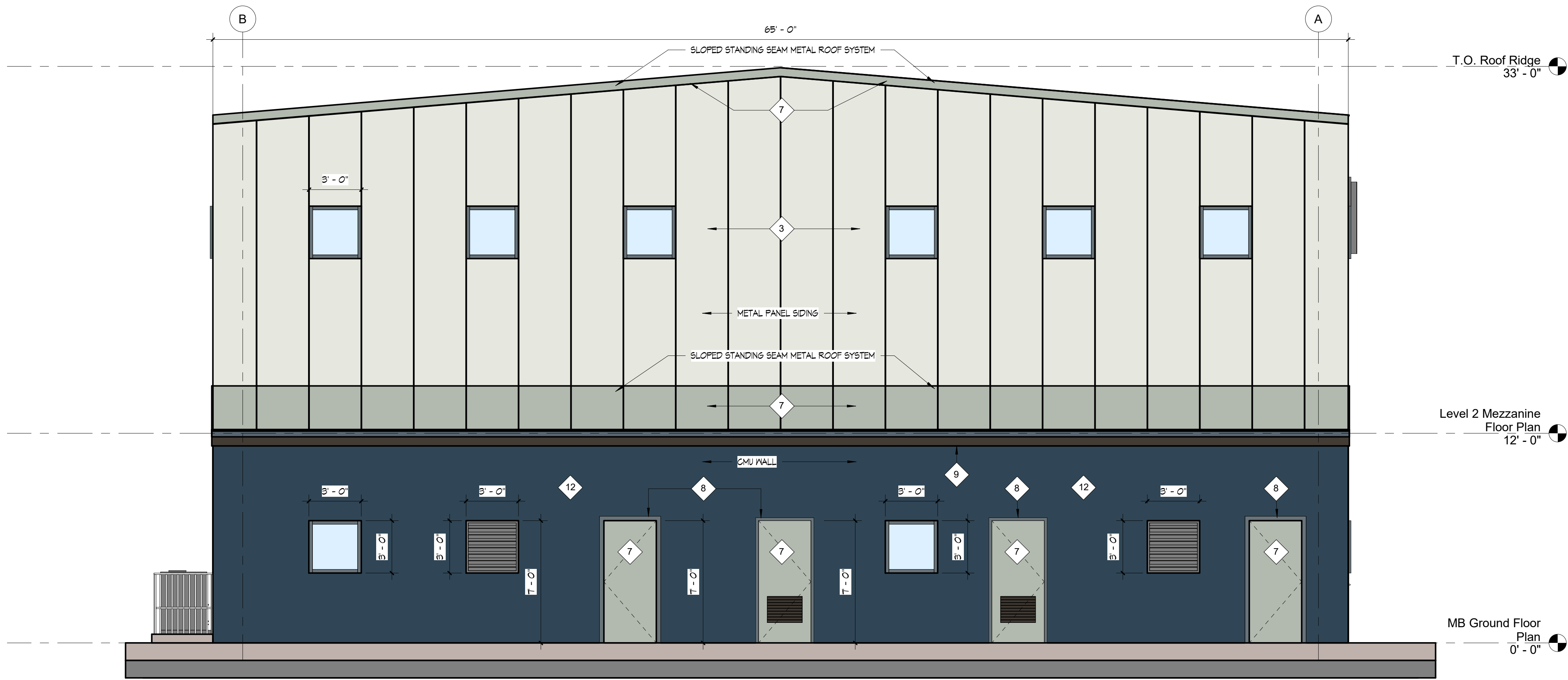
PROJECT NUMBER 18081
PROJECT MANAGER C.G.
DRAWN BY Y.J.
CHECKED BY C.G.

SHEET TITLE

BLDG 2 MB WEST &
SOUTH EXTERIOR
ELEVATIONS

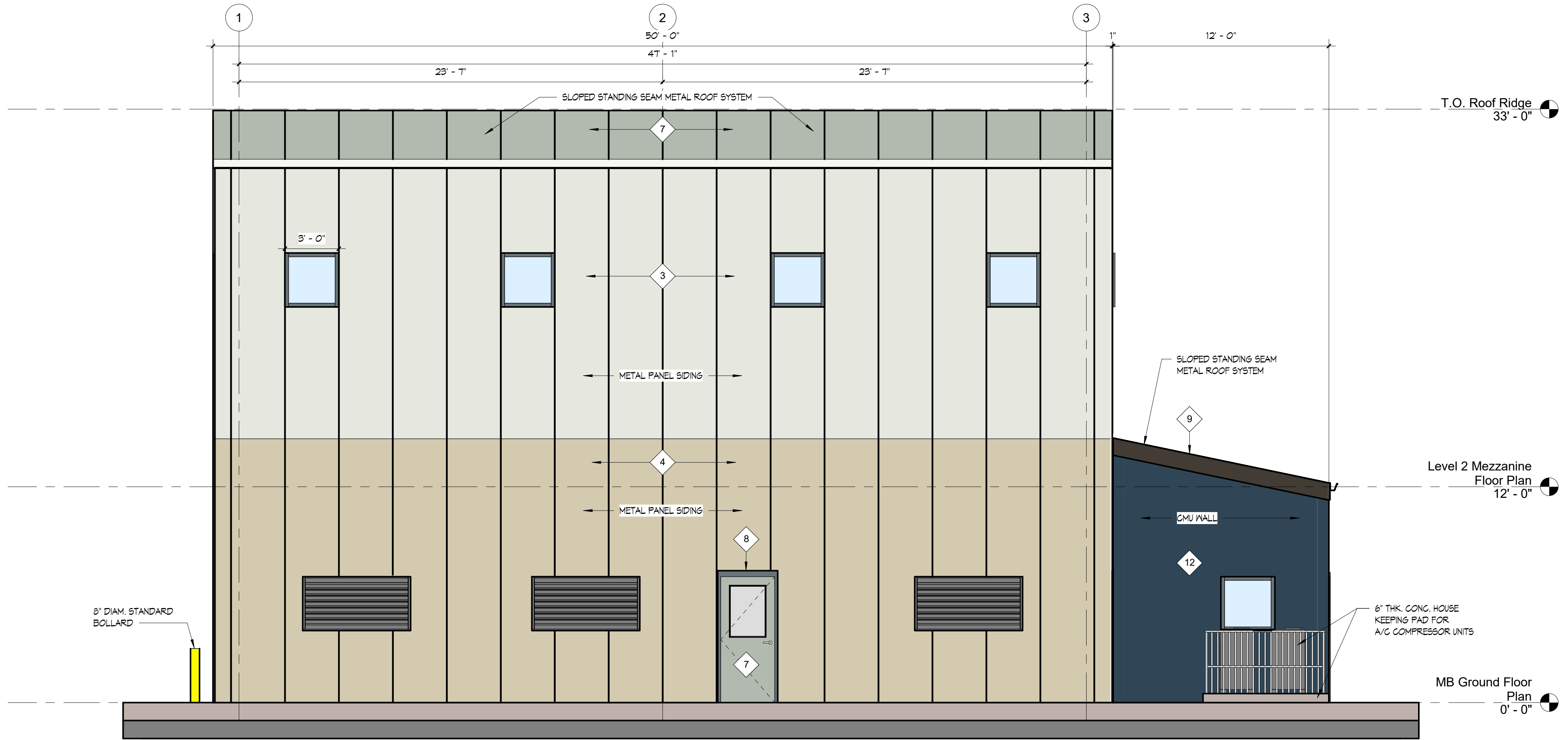
SHEET NUMBER

AB-201



MB - NORTH EXTERIOR ELEVATION

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



MB - EAST EXTERIOR ELEVATION

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

HERITAGE BUILDING SYSTEMS COLORS ID NAME			R&B COLORS ID #	PANTONE COLORS ID #
ALL METAL PANELS BY 'HERITAGE BUILDING SYSTEMS' FROM THE SIGNATURE 200 COLORS				
		DESERT SAND	172 - 152 - 121	16 - 1010 TP6
		SADDLE TAN	210 - 180 - 140	P 19 - 1 C
		POLAR WHITE	230 - 231 - 223	169-1 C
		LIGHT STONE	211 - 202 - 176	P 13 - 2 C
		SOLAR WHITE	237 - 245 - 249	P 115-1 C
		KOKO BROWN	084 - 063 - 055	P 33-16 C
		ASH GRAY	176 - 185 - 175	P 177-1 C
		CHARCOAL GRAY	105 - 116 - 122	7546 UP
		BURNISHED SLATE	067 - 060 - 053	P 169-15 C
		HAWAIIAN BLUE	054 - 101 - 132	2454 UP
NOTE: ITEMS AND/OR PAINT COLORS NOT SPECIFIED IN THESE ELEVATIONS, TO BE SUPPLIED BY OWNER, (TYP. U.O.N.)				

PAINT COLOR REFERENCE LEGEND				
BENJAMIN MOORE COLORS ID NAME & #			R&B COLORS ID #	PANTONE COLORS ID #
ALL PAINT TO BE SUPPLIED BY 'BENJAMIN MOORE' REGAL SELECT EXTERIOR PAINT FROM THE AFFINITY COLOR COLLECTION. (OR APPROVED EQUAL).				
11		JUTE AF-80	217 - 210 - 190	P 13-2 C
12		GENTLEMAN'S GRAY	048 - 070 - 086	P 174-15 C
<u>NOTE:</u> ITEMS AND/OR PAINT COLORS NOT SPECIFIED IN THESE ELEVATIONS, TO BE SUPPLIED BY OWNER, (TYP. U.O.N.)				

REVIEWED AND ACCEPTED BY			
ISSUED FOR:	ELEVATIONS COLOR APPROVAL	DATE:	
NAME PRINT:		DATE:	
SIGNATURE:		DATE:	



210 SW NATURA AVENUE
DEERFIELD BEACH, FLORIDA 33441
(354) 917-0411
AA26001858 / CA27488

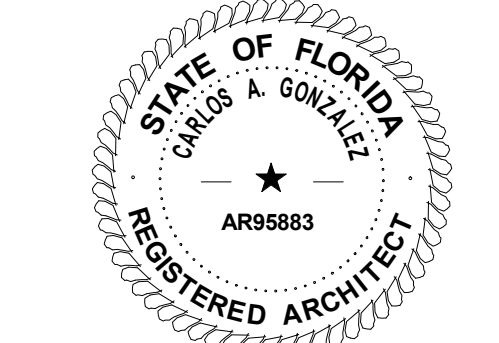
PROJECT
DEERFIELD BEACH SITE
IMPROVEMENTS, SOLID
WASTE TRANSFER
STATION & FACILITIES

PROJECT ADDRESS
1751 SW 43rd TERRACE,
DEERFIELD BEACH, FL 33442

CLIENT
WASTE
CONNECTIONS OF
FLORIDA, INC.

REGISTRATION

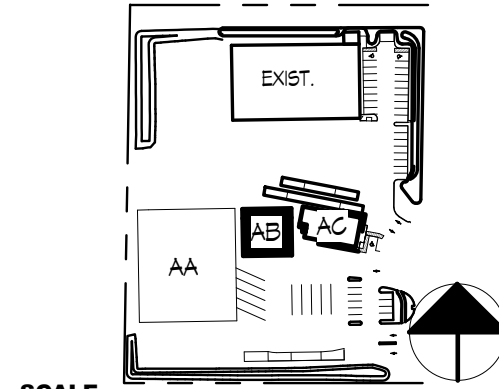
CARLOS A.GONZALEZ



CARLOS A.GONZALEZ
AR #95883

REVISIONS/ISSUES		
No.	DESCRIPTION	DATE
1	DRC Comments Responses	10/10/19
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KEY PLAN



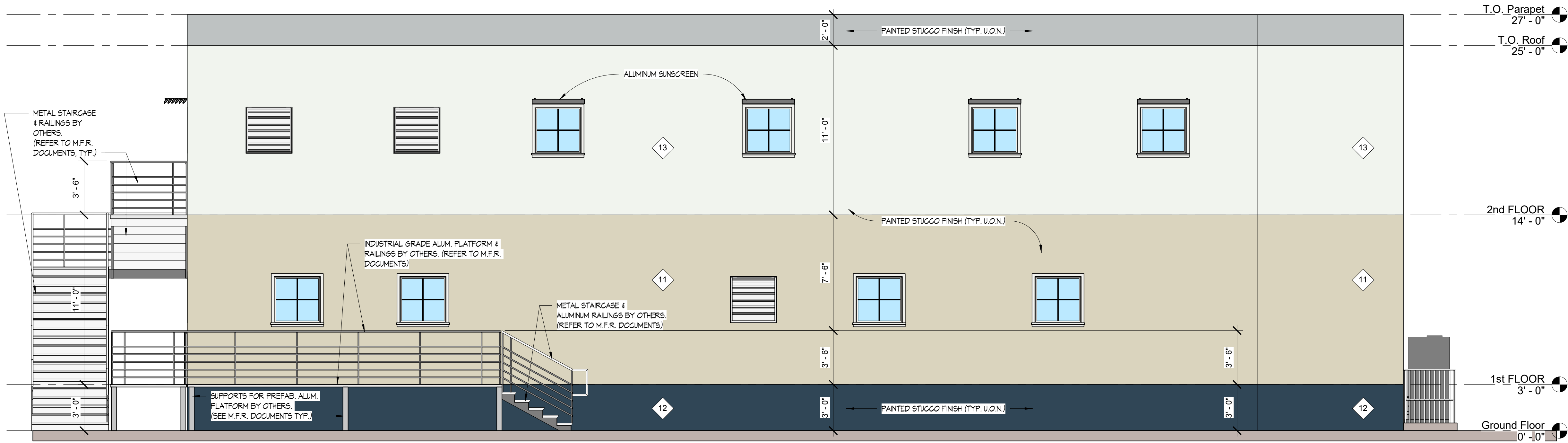
SCALE
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PROJECT NUMBER 18081
PROJECT MANAGER C.G.
DRAWN BY Y.J.
CHECKED BY C.G.

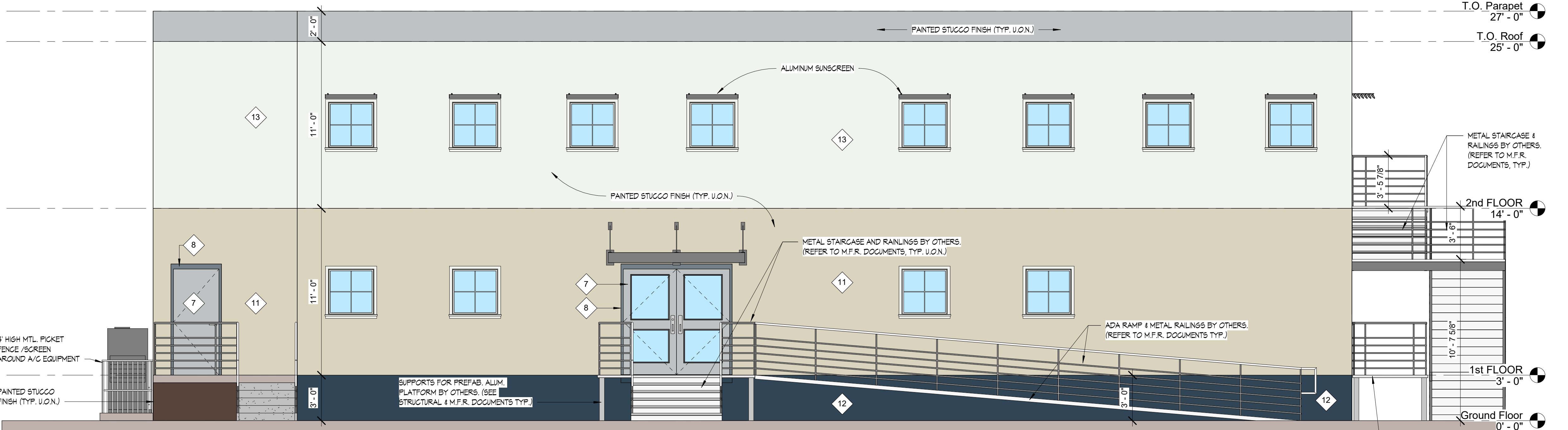
SHEET TITLE
BLDG 2 MB EAST &
NORTH EXTERIOR
ELEVATIONS

SHEET NUMBER

AB-202



SC - NORTH EXTERIOR ELEVATION
SCALE : 1/4" = 1'-0"



SC - SOUTH EXTERIOR ELEVATION
SCALE : 1/4" = 1'-0"

METAL PANEL COLOR REFERENCE LEGEND				
HERITAGE BUILDING SYSTEMS COLORS ID NAME			RGB COLORS ID #	PANTONE COLORS ID #
ALL METAL PANELS BY 'HERITAGE BUILDING SYSTEMS' FROM THE SIGNATURE 200 COLORS				
1		DESERT SAND	112 - 152 - 121	16 - 1010 TP6
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4		LIGHT STONE	211 - 202 - 116	P 13 - 2 C
5		SOLAR WHITE	231 - 245 - 249	P 115-1 C
6		KOKO BROWN	064 - 063 - 055	P 33-16 C
7		ASH GRAY	118 - 185 - 175	P 117-1 C
8		CHARCOAL GRAY	083 - 082 - 081	P 189-15 C
9		BURNISHED SLATE	061 - 060 - 053	P 110-15 C
10		HAWAIIAN BLUE	054 - 101 - 132	2454 UP
NOTE: ITEMS AND/OR PAINT COLORS NOT SPECIFIED IN THESE ELEVATIONS, TO BE SUPPLIED BY OWNER, (TYP. U.O.N.)				

PAINT COLOR REFERENCE LEGEND				
BENJAMIN MOORE COLORS ID NAME & #			RGB COLORS ID #	PANTONE COLORS ID #
ALL PAINT TO BE SUPPLIED BY 'BENJAMIN MOORE' REGAL SELECT EXTERIOR PAINT FROM THE AFFINITY COLOR COLLECTION. (OR APPROVED EQUAL).				
11		JUTE AF-60	217 - 210 - 190	P 13-2 C
12		GENTLEMAN'S GRAY	048 - 010 - 086	P 114-15 C
13		FROSTING AF-5	238 - 241 - 235	P 152-1 C
<u>NOTE:</u> ITEMS AND/OR PAINT COLORS NOT SPECIFIED IN THESE ELEVATIONS, TO BE SUPPLIED BY OWNER, (TYP. U.O.N.)				

REVIEWED AND ACCEPTED BY			
ISSUED FOR: ELEVATIONS/COLOR APPROVAL		DATE:	
NAME PRINT:		DATE:	
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CRAIN ATLANTIS
ARCHITECTS + ENGINEERS

210 SW NATURA AVENUE
DEERFIELD BEACH, FLORIDA 33441
(354) 917-0411
AA26001858 / CA27488

PROJECT

DEERFIELD BEACH SITE IMPROVEMENTS, SOLID WASTE TRANSFER STATION & FACILITIES

PROJECT ADDRESS

1751 SW 43rd TERRACE,
DEERFIELD BEACH, FL 33442

CLIENT

WASTE CONNECTIONS OF FLORIDA, INC.

REGISTRATION

CARLOS A. GONZALEZ

CARLOS A. GONZALEZ
AR #95883

REVISIONS/ISSUES		
No.	DESCRIPTION	DATE
1	DRC Comments Responses	10/10/19
6	DRC Comments Responses	3/24/21

KEY PLAN

SCALE

0' 2' 4' 6' 8'

AS NOTED ON PLANS

PROJECT NUMBER	18081
PROJECT MANAGER	C.G.
DRAWN BY	Y.J.
CHECKED BY	C.G.

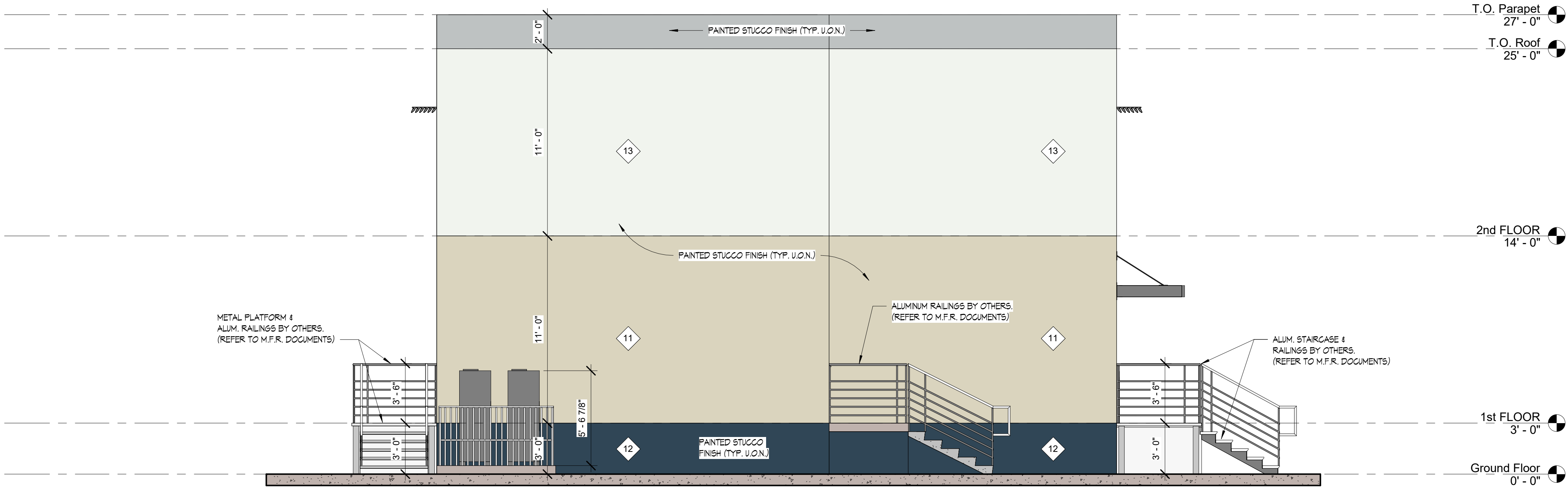
SHEET TITLE

**BLDG 3 SC ADMIN.
NORTH & SOUTH
EXTERIOR
ELEVATIONS**

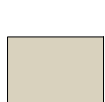
SHEET NUMBER

AC-201

SC - WEST EXTERIOR ELEVATION
SCALE : 1/4" = 1'-0"



METAL PANEL COLOR REFERENCE LEGEND

HERITAGE BUILDING SYSTEMS COLORS ID NAME			RGB COLORS ID #	PANTONE COLORS ID #
ALL METAL PANELS BY 'HERITAGE BUILDING SYSTEMS' FROM THE SIGNATURE 200 COLORS				
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7		ASH GRAY	118 - 185 - 175	P 117-1 C
8		CHARCOAL GRAY	083 - 082 - 081	P 169-15 C
9		BURNISHED SLATE	067 - 060 - 053	P 110-15 C
10		HAWAIIAN BLUE	054 - 107 - 132	2454 UP

NOTE:
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PAINT COLOR REFERENCE LEGEND

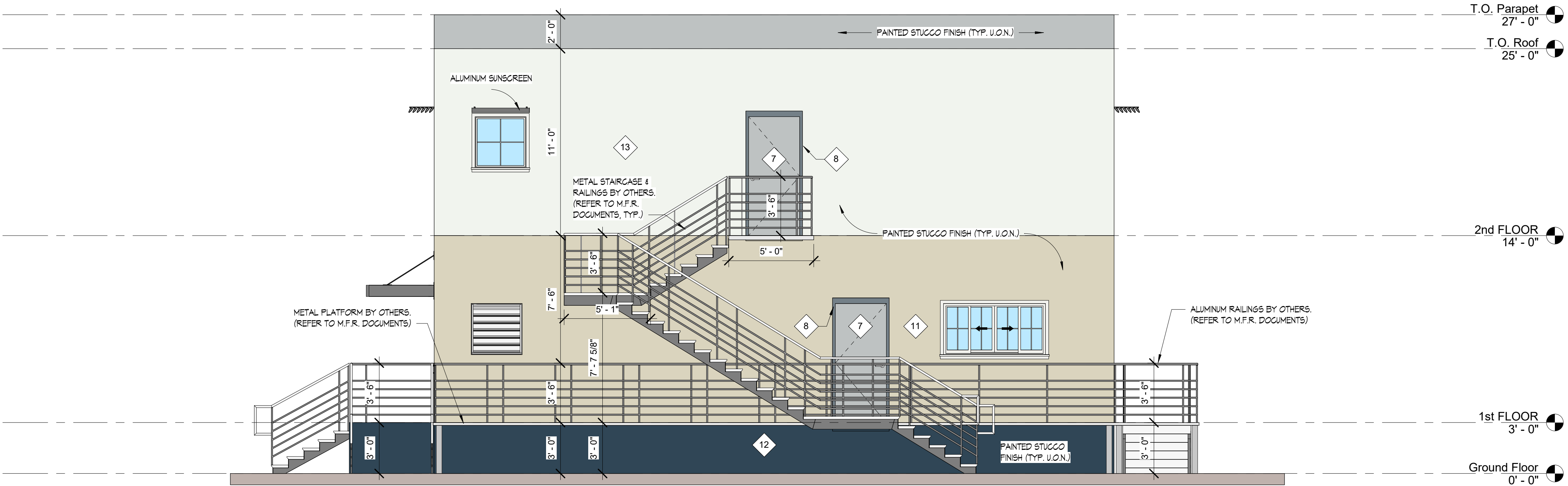
BENJAMIN MOORE COLORS ID NAME & #			RGB COLORS ID #	PANTONE COLORS ID #
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12		GENTLEMAN'S GRAY	048 - 070 - 086	P 114-15 C
13		FROSTINE AF-5	238 - 241 - 235	P 152-1 C

NOTE:
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REVIEWED AND ACCEPTED BY

ISSUED FOR: ELEVATIONS/COLOR APPROVAL	DATE:
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SIGNATURE:	DATE:

SC - EAST EXTERIOR ELEVATION
SCALE : 1/4" = 1'-0"



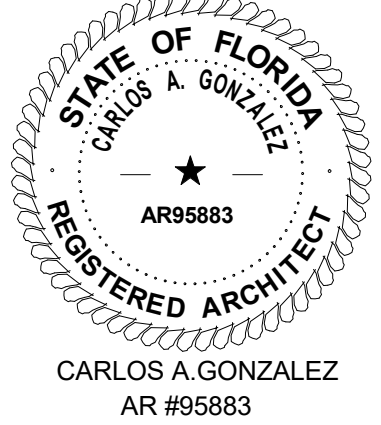
210 SW NATURA AVENUE
DEERFIELD BEACH, FLORIDA 33441
(354) 917-0411
AA26001858 / CA27488

PROJECT
DEERFIELD BEACH SITE
IMPROVEMENTS, SOLID
WASTE TRANSFER
STATION & FACILITIES

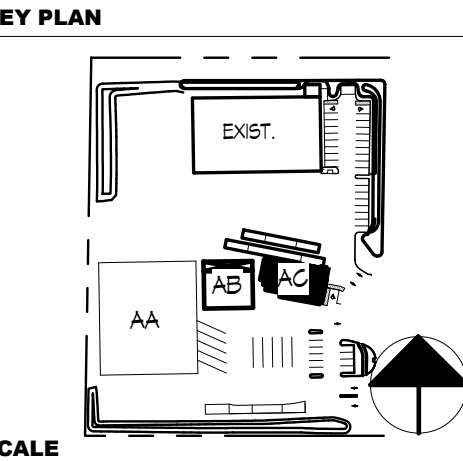
PROJECT ADDRESS
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WASTE
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REGISTRATION
CARLOS A. GONZALEZ



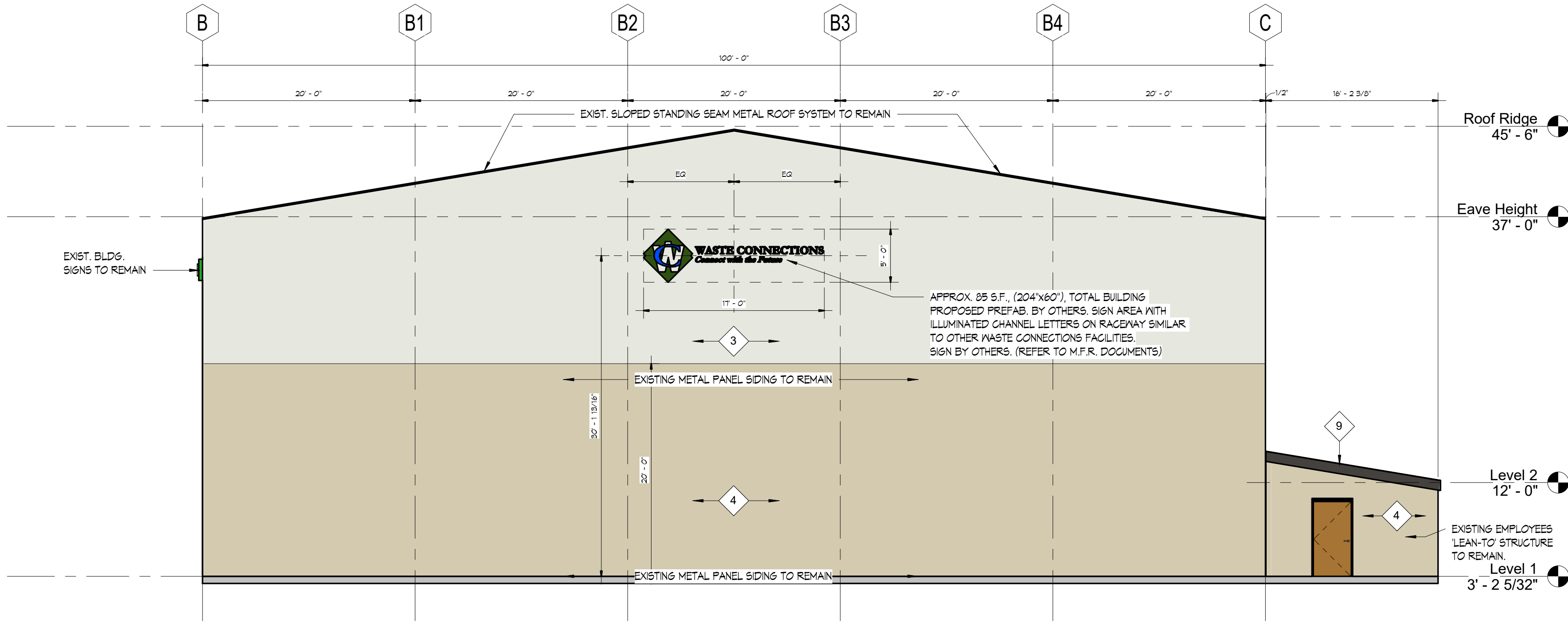
REVISIONS/ISSUES		
No.	DESCRIPTION	DATE
1	DRC Comments Responses	10/10/19
6	DRC Comments Responses	3/24/21



PROJECT NUMBER 18081
PROJECT MANAGER C.G.
DRAWN BY Y.J.
CHECKED BY C.G.

SHEET TITLE
BLDG 3 SC ADMIN.
WEST & EAST
EXTERIOR
ELEVATIONS

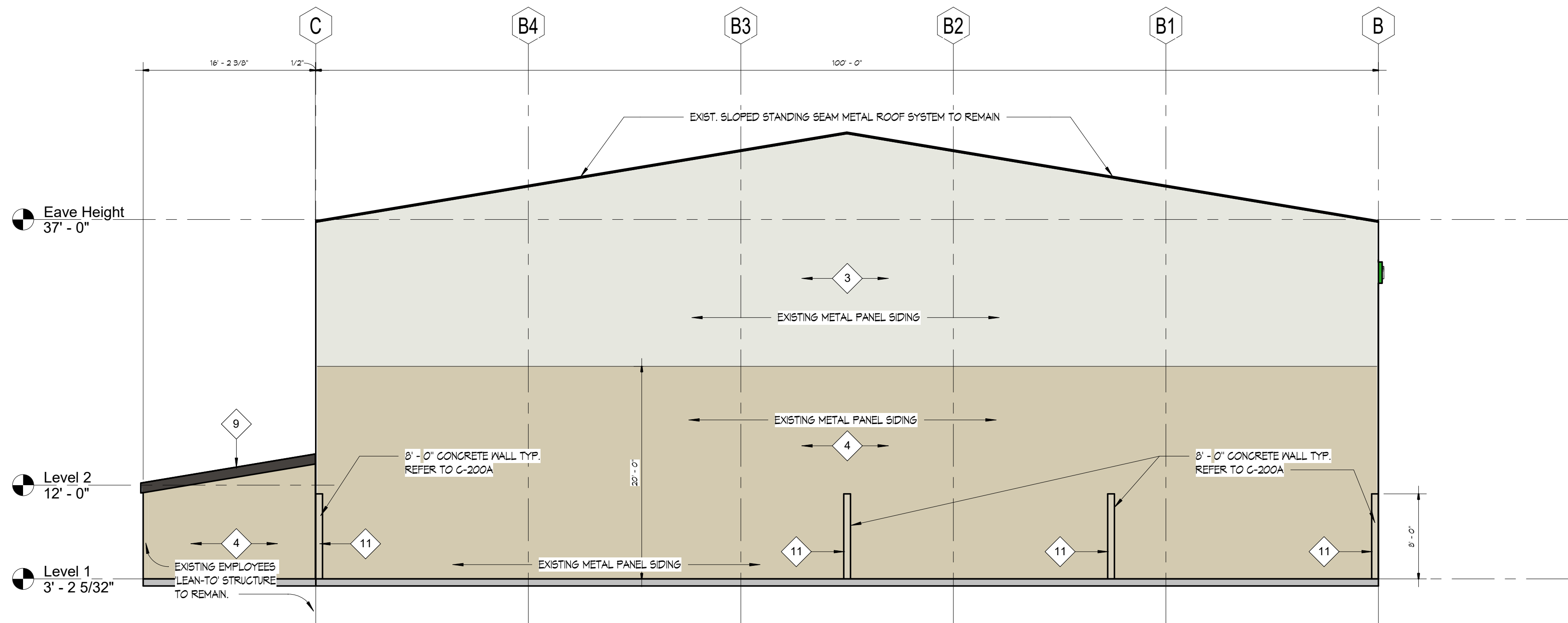
SHEET NUMBER
AC-202



EXISTING BUILDING EAST EXTERIOR ELEVATION
SCALE : 1/8" = 1'-0"

EXISTING STRUCTURES IMPROVEMENT NOTES

EXISTING PRE-ENGINEERED STEEL STRUCTURE WITH CLOSED SHEETING WALLS TO REMAIN.
EXISTING BUILDING ELEVATIONS TO SHOW MINOR EXTERIOR COSMETICS IMPROVEMENTS ONLY, IN ORDER TO ENSURE CONSISTENCY WITH THE PROPOSED STRUCTURES IN SITE.



EXISTING WEST EXTERIOR ELEVATION
SCALE : 1/8" = 1'-0"

METAL PANEL COLOR REFERENCE LEGEND				
HERITAGE BUILDING SYSTEMS COLORS ID NAME			R&B COLORS ID #	PANTONE COLORS ID #
ALL METAL PANELS BY 'HERITAGE BUILDING SYSTEMS' FROM THE SIGNATURE 200 COLORS				
1		DESERT SAND	112 - 152 - 121	16 - 1010 TPG
2		SADDLE TAN	210 - 180 - 140	P 19 - 1 C
3		POLAR WHITE	230 - 231 - 223	169-1 C
4		LIGHT STONE	211 - 202 - 176	P 13 - 2 C
5		SOLAR WHITE	237 - 245 - 249	P 115-1 C
6		KOKO BROWN	064 - 063 - 055	P 33-16 C
7		ASH GRAY	118 - 185 - 175	P 117-1 C
8		CHARCOAL GRAY	083 - 082 - 081	P 169-15 C
9		BURNISHED SLATE	067 - 060 - 053	P 110-15 C
10		HAWAIIAN BLUE	054 - 107 - 132	2454 UP
NOTE: ITEMS AND/OR PAINT COLORS NOT SPECIFIED IN THESE ELEVATIONS, TO BE SUPPLIED BY OWNER, (TYP. U.O.N.)				

PAINT COLOR REFERENCE LEGEND				
BENJAMIN MOORE COLORS ID NAME & #			R&B COLORS ID #	PANTONE COLORS ID #
ALL PAINT TO BE SUPPLIED BY 'BENJAMIN MOORE' REGAL SELECT EXTERIOR PAINT FROM THE AFFINITY COLOR COLLECTION. (OR APPROVED EQUAL).				
11		JUTE AF-80	217 - 210 - 190	P 13-2 C
12		GENTLEMAN'S GRAY	048 - 070 - 086	P 114-15 C
<u>NOTE:</u> ITEMS AND/OR PAINT COLORS NOT SPECIFIED IN THESE ELEVATIONS, TO BE SUPPLIED BY OWNER, (TYP. U.O.N.)				

REVIEWED AND ACCEPTED BY	
ISSUED FOR: ELEVATIONS/COLOR APPROVAL	DATE:
NAME PRINT:	DATE:
SIGNATURE:	DATE:



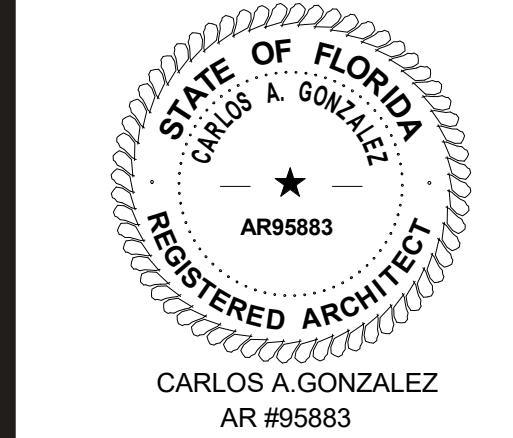
210 SW NATURA AVENUE
DEERFIELD BEACH, FLORIDA 33441
(354) 917-0411
AA26001858 / CA27488

PROJECT
DEERFIELD BEACH SITE
IMPROVEMENTS, SOLID
WASTE TRANSFER
STATION & FACILITIES

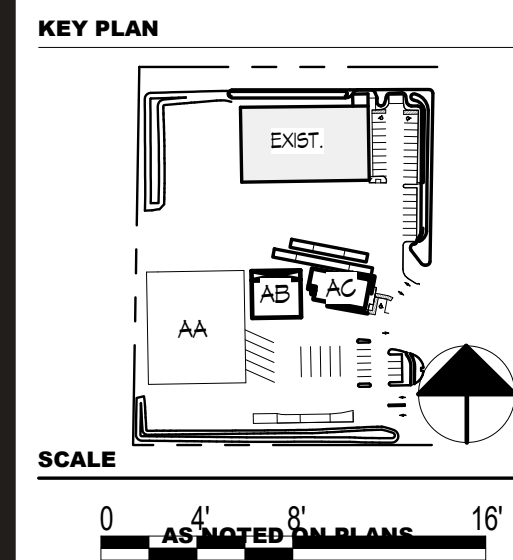
PROJECT ADDRESS
1751 SW 43rd TERRACE,
DEERFIELD BEACH, FL 33442

CLIENT
WASTE
CONNECTIONS OF
FLORIDA, INC.

REGISTRATION
CARLOS A.GONZALEZ



REVISIONS/ISSUES		
No.	DESCRIPTION	DATE
1	DRC Comments Responses	10/10/19
4	DRC Comments Responses	02/22/2021
6	DRC Comments Responses	3/24/21



PROJECT NUMBER 18081
PROJECT MANAGER C.G.
DRAWN BY A.G.
CHECKED BY C.G.

SHEET TITLE
EXISTING BUILDING
EAST & WEST
EXTERIOR
ELEVATIONS

SHEET NUMBER
AK-201



EXISTING PRE-ENGINEERED STEEL STRUCTURE WITH CLOSED SHEETING WALLS TO REMAIN.
EXISTING BUILDING ELEVATIONS TO SHOWN MINOR EXTERIOR COSMETICS IMPROVEMENTS ONLY, IN ORDER TO ENSURE CONSISTENCY WITH THE PROPOSED STRUCTURES IN SITE.

PAINT COLOR REFERENCE LEGEND

NOTE:
ITEMS AND/OR PAINT COLORS NOT SPECIFIED IN THESE ELEVATIONS, TO BE
SUPPLIED BY OWNER, (TYP. U.O.N.)

ISSUED FOR: ELEVATIONS/COLOR APPROVAL DATE: _____

NAME PRINT: _____ DATE: _____

SIGNATURE: _____ DATE: _____



210 SW NATURA AVENUE
DEERFIELD BEACH, FLORIDA 33441
(354) 917-0411
AA26001858 / CA27488

PROJECT

DEERFIELD BEACH SITE IMPROVEMENTS, SOLID WASTE TRANSFER STATION & FACILITIES

PROJECT ADDRESS

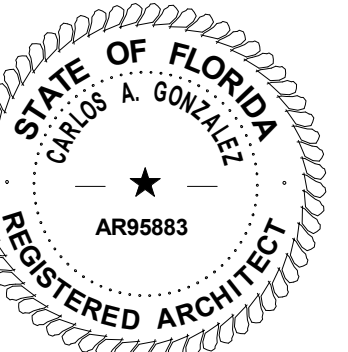
751 SW 43rd TERRACE,
EERFIELD BEACH, FL 33442

CLIENT

WASTE
CONNECTIONS OF
FLORIDA, INC.

REGISTRATION

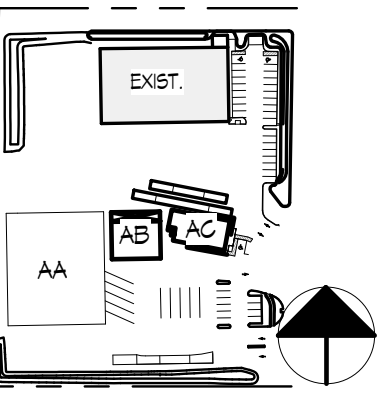
CARLOS A.GONZALEZ



CARLOS A.GONZALEZ
AR #95883

REVISIONS/ISSUES		
No.	DESCRIPTION	DATE
1	DRC Comments Responses	10/10/19
4	DRC Comments Responses	02/22/2021
6	DRC Comments Responses	3/24/21

KEY PLAN



0 4' 8' 16'

AS NOTED ON PLANS

PROJECT NUMBER 18081

PROJECT MANAGER C.G.

DRAWN BY Y.J.

CHECKED BY C.G.

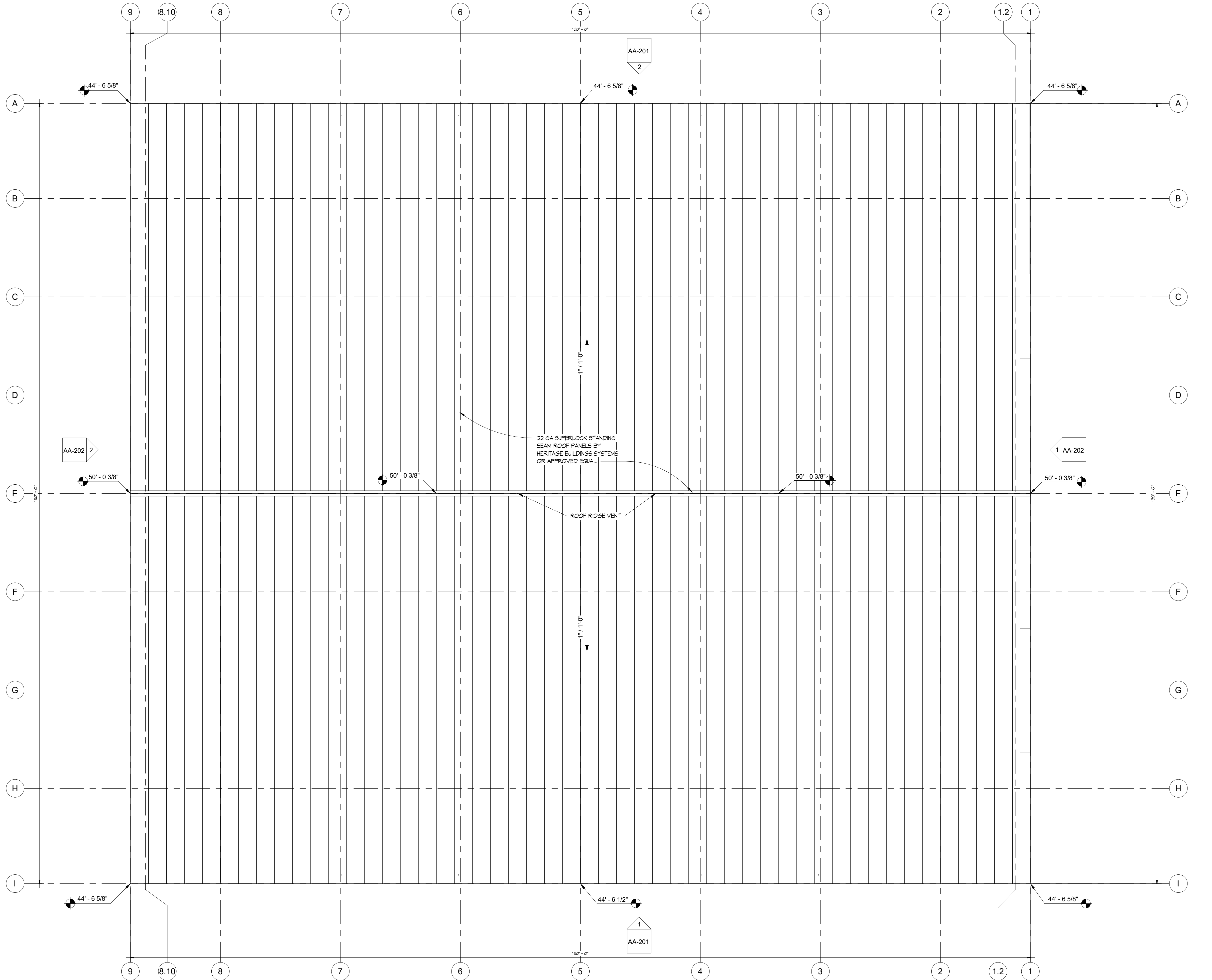
SHEET TITLE

EXISTING BUILDING NORTH & SOUTH EXTERIOR ELEVATIONS

SHEET NUMBER

AK-202





02 - ROOF PLAN
SCALE : 1/8" = 1'-0"

CRAIN ATLANTIS
ARCHITECTS + ENGINEERS

210 SW NATURA AVENUE
DEERFIELD BEACH, FLORIDA 33441
(354) 917-0411
AA26001858 / CA27488

PROJECT

DEERFIELD BEACH SITE IMPROVEMENTS, SOLID WASTE TRANSFER STATION & FACILITIES

PROJECT ADDRESS

1751 SW 43rd TERRACE, DEERFIELD BEACH, FL 33442

CLIENT

WASTE CONNECTIONS OF FLORIDA, INC.

REGISTRATION

CARLOS A.GONZALEZ

CARLOS A. GONZALEZ
AR #95883

REVISIONS/ISSUES		
No.	DESCRIPTION	DATE
1	DRC Comments Responses	10/10/19

KEY PLAN

SCALE

0 4' 8' 16'

PROJECT NUMBER 18081

PROJECT MANAGER C.G.

DRAWN BY Y.J.

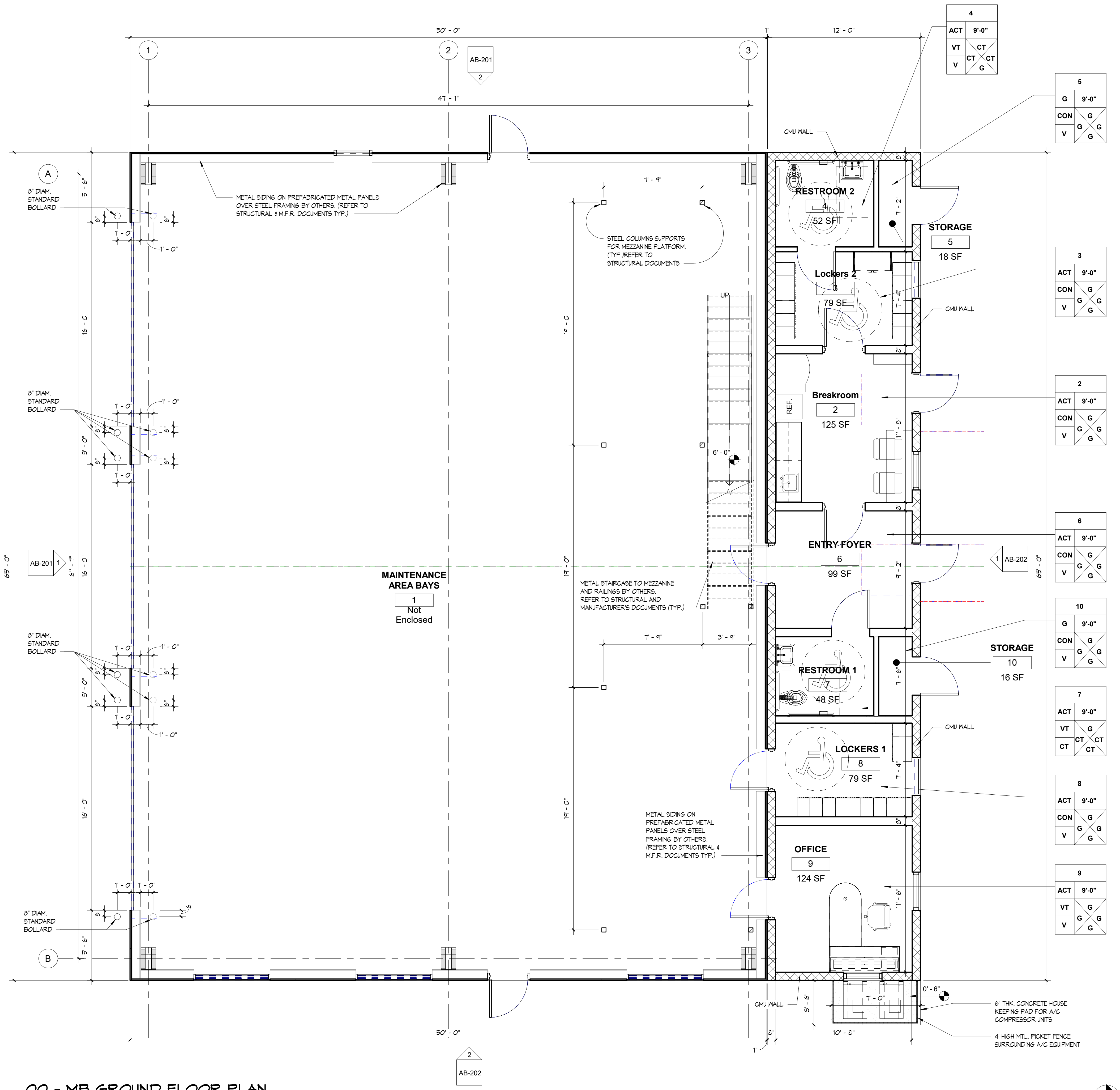
CHECKED BY C.G.

SHEET TITLE

BLDG 1 TS ROOF PLAN

SHEET NUMBER

AA-104



00 - MB GROUND FLOOR PLAN
SCALE : 1/4" = 1'-0"

FINISHES TAG LEGEND			
ROOM NUMBER	— #		
CEILING FINISH	EXP X'-0"	CEILING HEIGHT	
FLOOR FINISH	CON G G	NORTH WALL FINISH	
BASE FINISH	V G G	EAST WALL FINISH	
		SOUTH WALL FINISH	
		WEST WALL FINISH	
CON	CONCRETE FINISH FLOORING		
C	CARPET		
VT	VINYL TILE FLOORING		
EXP	EXPOSED CEILING (B.O. DECK X'-0")		
ACT	ACOUSTIC CEILING TILE		
G	GYPSUM WALL BOARD FINISH		
CT	CERAMIC TILE		
V	VINYL BASE		
N	NONE / NOT APPLICABLE		
T	TILE		

CRAIN ATLANTIS
ARCHITECTS + ENGINEERS

210 SW NATURA AVENUE
DEERFIELD BEACH, FLORIDA 33441
(354) 917-0411
AA26001858 / CA27488

PROJECT

DEERFIELD BEACH SITE IMPROVEMENTS, SOLID WASTE TRANSFER STATION & FACILITIES

PROJECT ADDRESS

1751 SW 43rd TERRACE,
DEERFIELD BEACH, FL 33442

CLIENT

WASTE CONNECTIONS OF FLORIDA, INC.

REGISTRATION

CARLOS A. GONZALEZ

CARLOS A. GONZALEZ
AR #95883

REVISIONS/ISSUES		
No.	DESCRIPTION	DATE
1	DRC Comments Responses	10/10/19

KEY PLAN

SCALE

0 2' 4' 8'

AS NOTED ON PLANS

PROJECT NUMBER 18081

PROJECT MANAGER C.G.

DRAWN BY Y.J.

CHECKED BY C.G.

SHEET TITLE

BLDG 2 MB GROUND FLOOR PLAN

SHEET NUMBER

AB-101



PROJECT

PROJECT ADDRESS

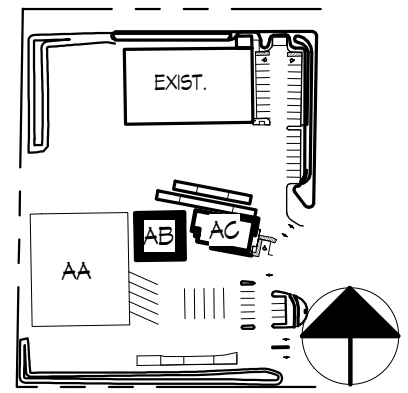
CLIENT

REGISTRATION

STATE OF FLORIDA
CARLOS A. GONZALEZ
★
AR95883
REGISTERED ARCHITECT

REVISIONS/ISSUES		
No.	DESCRIPTION	DATE
1	DRC Comments Responses	10/10/1

KEY PLAN



SCALE

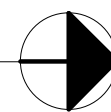


CHECKED BY C.G.

SHEET TITLE

SHEET NUMBER

AB-102



210 SW NATURA AVENUE
DEERFIELD BEACH, FLORIDA 33441
(354) 917-0411
AA26001858 / CA27488

PROJECT

DEERFIELD BEACH SITE IMPROVEMENTS, SOLID WASTE TRANSFER STATION & FACILITIES

PROJECT ADDRESS

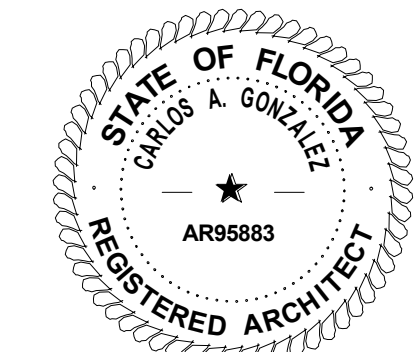
1751 SW 43rd TERRACE,
DEERFIELD BEACH, FL 33442

CLIENT

WASTE
CONNECTIONS OF
FLORIDA, INC.

REGISTRATION

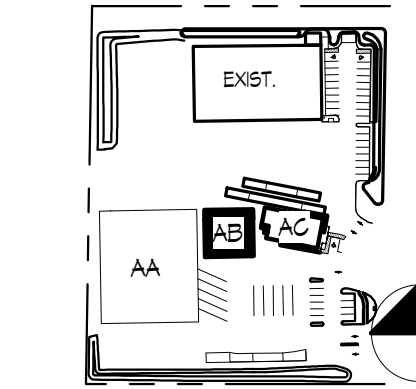
CARLOS A.GONZALEZ



CARLOS A. GONZALEZ
AR #95883

REVISIONS/ISSUES		
No.	DESCRIPTION	DATE
1	DRC Comments Responses	10/10/1

KEY PLAN

**SCALE**

0 2' 4'
AS NOTED ON PLANS

PROJECT NUMBER 18081

PROJECT MANAGER C.G.

DRAWN BY Y.J.

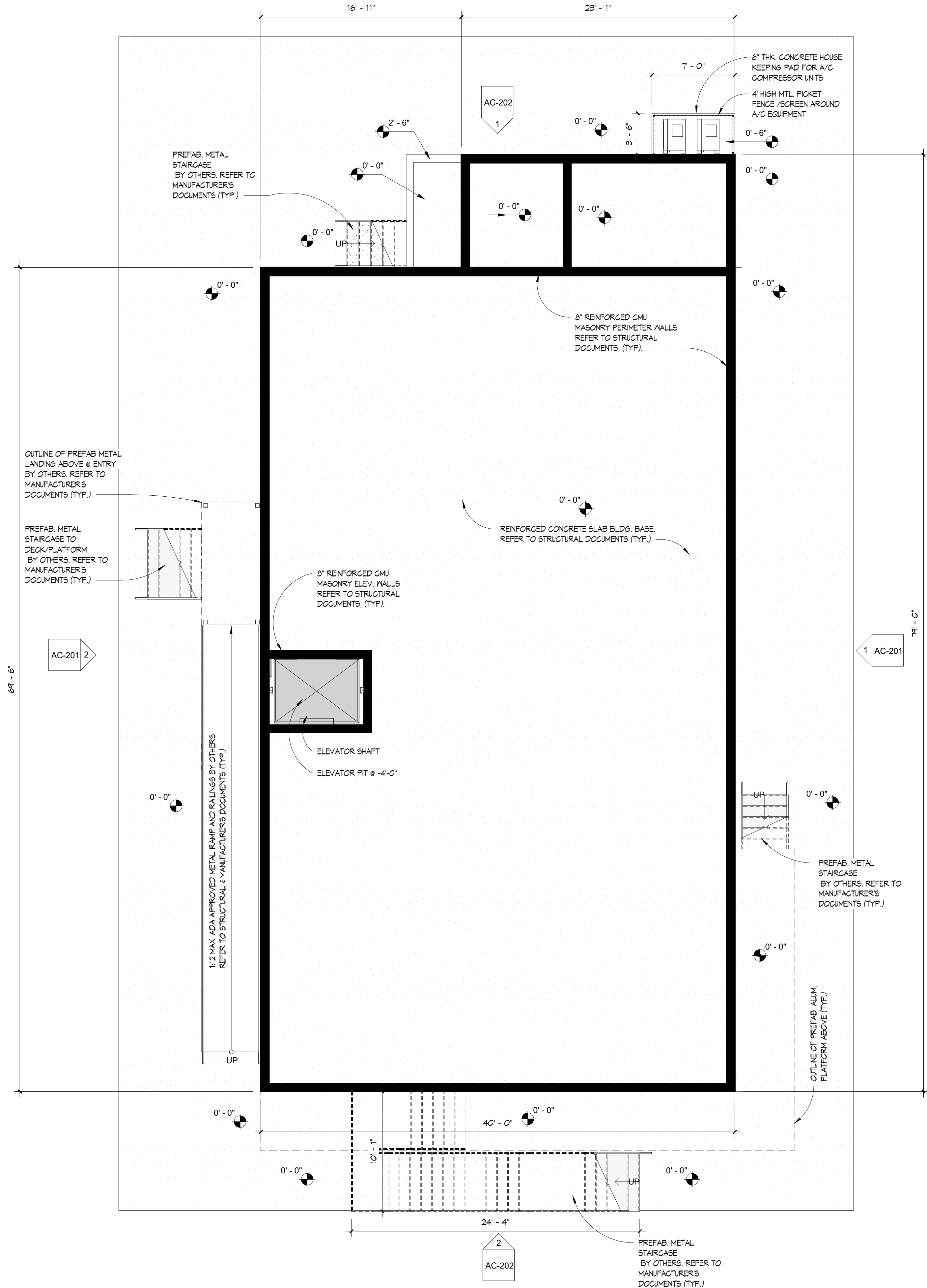
CHECKED BY C.G.

SHEET TITLE

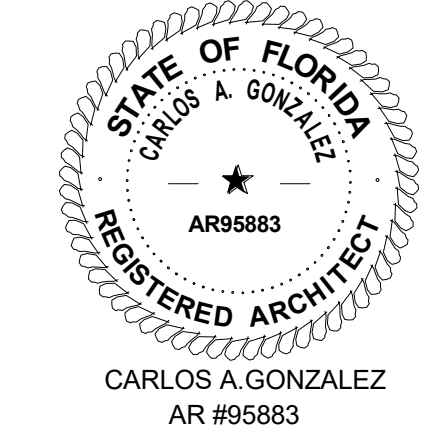
BLDG 2 MB ROOF PLAN

SHEET NUMBER

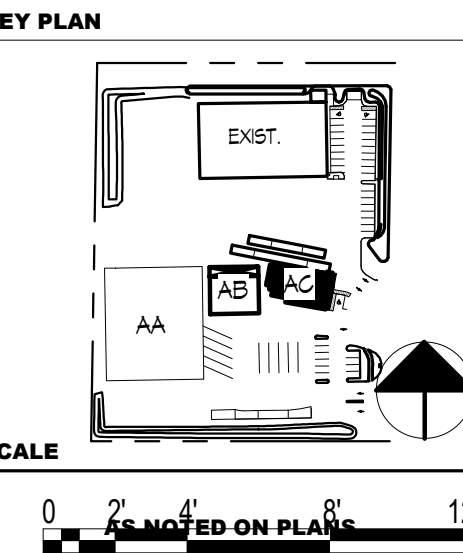
AB-103



00 - SC SCALEHOUSE & ADMIN. BLDG. GROUND FLOOR PLAN
SCALE : 3/16" = 1'-0"



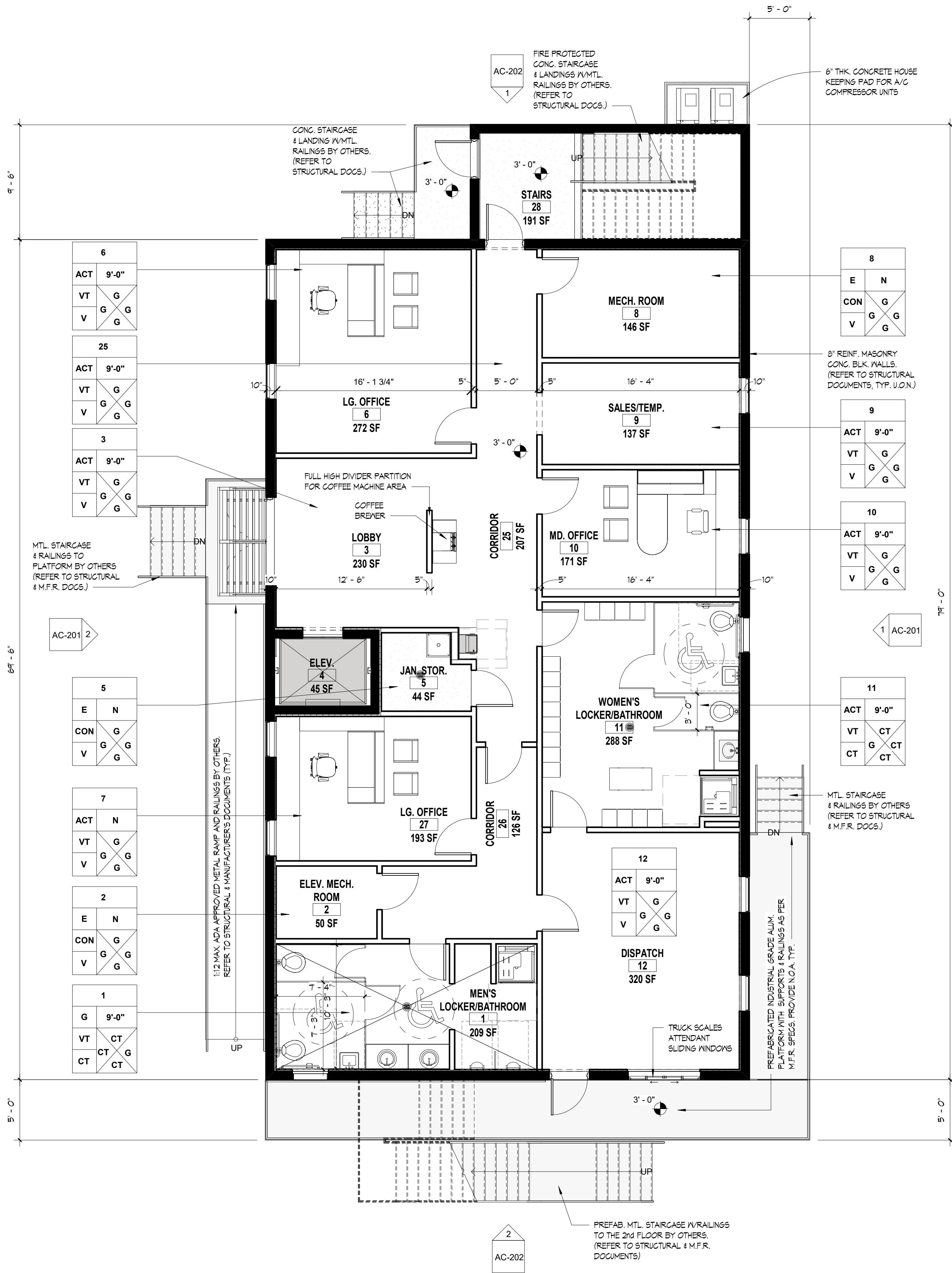
REVISIONS/ISSUES		
No.	DESCRIPTION	DATE
1	DRC Comments Responses	10/10/19



PROJECT NUMBER	18081
PROJECT MANAGER	C.G.
DRAWN BY	Y.J.
CHECKED BY	C.G.

SHEET TITLE
BLDG 3 SC ADMIN.
GROUND FLOOR
PLAN

SHEET NUMBER
AC-101



01 - SC SCALEHOUSE & ADMIN BLDG. 1st FLOOR PLAN

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

AREA SCHEDULE(GROSS BUILDING)		
LEVEL		AREA
1st FLOOR		2999 SF
2nd FLOOR		2999 SF

ROOM SCHEDULE			
LEVEL	ROOM NUMBER	ROOM NAME	AREA
1st FLOOR	1	MENS LOCKER/BATHROOM	209 SF
1st FLOOR	2	ELEV. MECH. ROOM	50 SF
1st FLOOR	3	LOBBY	230 SF
1st FLOOR	4	ELEV.	45 SF
1st FLOOR	5	JAN. STOR.	44 SF
1st FLOOR	6	LG. OFFICE	212 SF
1st FLOOR	8	MECH. ROOM	146 SF
1st FLOOR	9	SALES/TEMP.	137 SF
1st FLOOR	10	MD. OFFICE	171 SF
1st FLOOR	11	WOMEN'S LOCKER/BATHROOM	288 SF
1st FLOOR	12	DISPATCH	320 SF
1st FLOOR	25	CORRIDOR	207 SF
1st FLOOR	26	CORRIDOR	126 SF
1st FLOOR	27	LG. OFFICE	193 SF
1st FLOOR	28	STAIRS	191 SF
2nd FLOOR	13	STORAGE	44 SF
2nd FLOOR	14	CONFERENCE ROOM	346 SF
2nd FLOOR	15	WOMEN'S ADA RESTROOM	11 SF
2nd FLOOR	16	MENS ADA RESTROOM	11 SF
2nd FLOOR	17	BREAK ROOM	130 SF
2nd FLOOR	18	CUBICLES WORKSTATIONS	292 SF
2nd FLOOR	19	MD. OFFICE	170 SF
2nd FLOOR	20	MD. OFFICE	170 SF
2nd FLOOR	21	LG. OFFICE	233 SF
2nd FLOOR	22	LG. OFFICE	233 SF
2nd FLOOR	23	LOBBY	150 SF
2nd FLOOR	24	CORRIDOR	491 SF
2nd FLOOR	29	STAIRS	191 SF

FINISHES TAG LEGEND			
ROOM NUMBER	#		
CEILING FINISH	EXP	X'-0"	CEILING HEIGHT
FLOOR FINISH	CON	G	NORTH WALL FINISH
BASE FINISH	V	G	EAST WALL FINISH
		G	SOUTH WALL FINISH
		G	WEST WALL FINISH
CON	CONCRETE FINISH FLOORING		
C	CARPET		
VT	VINYL TILE FLOORING		
EXP	EXPOSED CEILING (B.O. DECK X'-0")		
ACT	ACOUSTIC CEILING TILE		
G	GYPSUM WALL BOARD FINISH		
CT	CERAMIC TILE		
V	VINYL BASE		
N	NONE / NOT APPLICABLE		
T	TILE		



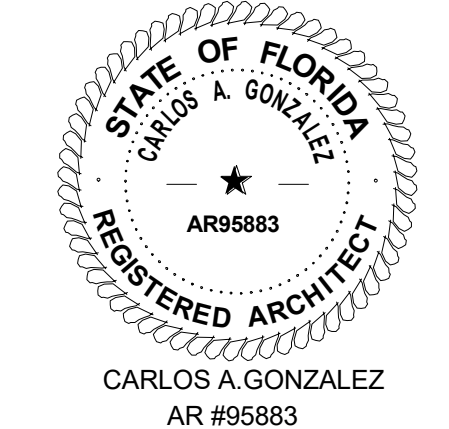
210 SW NATURA AVENUE
DEERFIELD BEACH, FLORIDA 33441
(354) 917-0411
AA26001858 / CA27488

PROJECT
DEERFIELD BEACH SITE
IMPROVEMENTS, SOLID
WASTE TRANSFER
STATION & FACILITIES

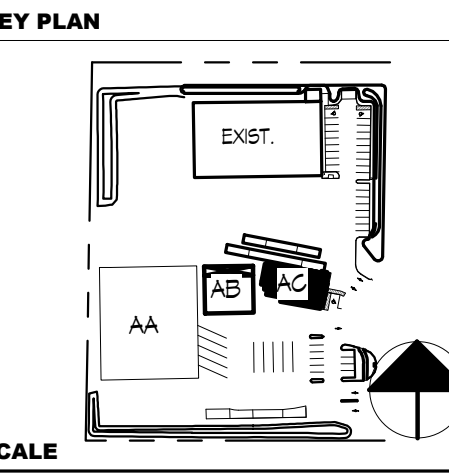
PROJECT ADDRESS
1751 SW 43rd TERRACE,
DEERFIELD BEACH, FL 33442

CLIENT
WASTE
CONNECTIONS OF
FLORIDA, INC.

REGISTRATION
CARLOS A. GONZALEZ



REVISIONS/ISSUES		
No.	DESCRIPTION	DATE
1	DRC Comments Responses	10/10/19



PROJECT NUMBER 18081
PROJECT MANAGER C.G.
DRAWN BY Y.J.
CHECKED BY C.G.

SHEET TITLE
BLDG 3 SC ADMIN.
1st FLOOR PLAN

SHEET NUMBER
AC-102



210 SW NATURA AVENUE
DEERFIELD BEACH, FLORIDA 33441
(354) 917-0411
AA26001858 / CA27488

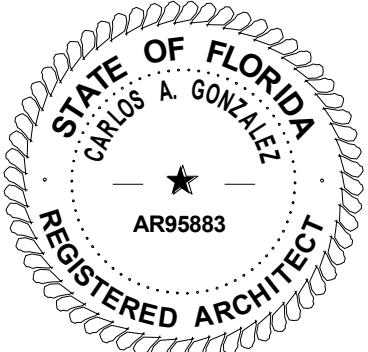
DEERFIELD BEACH SITE IMPROVEMENTS, SOLID WASTE TRANSFER STATION & FACILITIES

1751 SW 43rd TERRACE,
DEERFIELD BEACH, FL 33442

WASTE
CONNECTIONS OF
FLORIDA, INC.

CARLOS A. GONZALEZ

CARLOS A.GONZALEZ



CARLOS A.GONZALEZ
AR #95883

No.	DESCRIPTION	DATE
1	DRC Comments Responses	10/10

No.	DESCRIPTION	DATE
1	DRC Comments Responses	10/10

0 2' 4' 8' 12'

AS NOTED ON PLANS

PROJECT MANAGER C.G.

CHECKED BY C.G.

SHEET TITLE

BLDG 3 SC ADMIN.
2nd FLOOR PLAN

AC-103



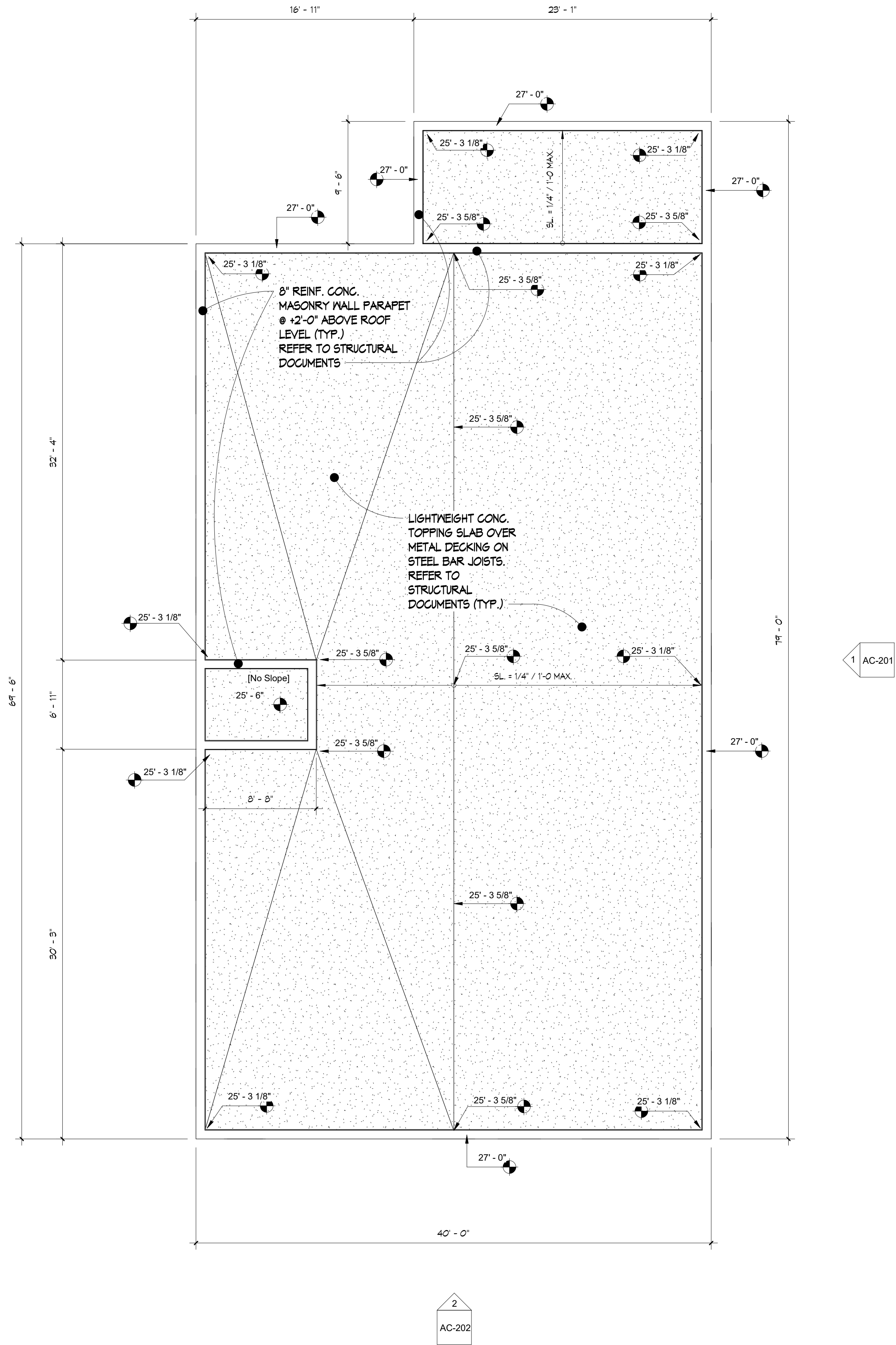
SCALE : 3/16" = 1'-0"

AREA SCHEDULE(GROSS BUILDING)	
LEVEL	AREA
1st FLOOR	2999 SF
2nd FLOOR	2999 SF

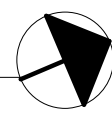
ROOM SCHEDULE			
LEVEL	ROOM NUMBER	ROOM NAME	AREA
1st FLOOR	1	MENS LOCKER/BATHROOM	204 SF
1st FLOOR	2	ELEV. MECH. ROOM	50 SF
1st FLOOR	3	LOBBY	230 SF
1st FLOOR	4	ELEV.	45 SF
1st FLOOR	5	JAN. STOR.	44 SF
1st FLOOR	6	L6: OFFICE	272 SF
1st FLOOR	8	MECH. ROOM	146 SF
1st FLOOR	9	SALES/TEMP.	131 SF
1st FLOOR	10	MD. OFFICE	171 SF
1st FLOOR	11	WOMENS LOCKER/BATHROOM	288 SF
1st FLOOR	12	DISHPATCH	920 SF
1st FLOOR	25	CORRIDOR	207 SF
1st FLOOR	26	CORRIDOR	126 SF
1st FLOOR	27	L6: OFFICE	183 SF
1st FLOOR	28	STAIRS	181 SF
2nd FLOOR	13	STORAGE	49 SF
2nd FLOOR	14	CONFERENCE ROOM	946 SF
2nd FLOOR	15	WOMENS ADA RESTROOM	11 SF
2nd FLOOR	16	MENS ADA RESTROOM	11 SF
2nd FLOOR	17	BREAK ROOM	138 SF
2nd FLOOR	18	CUBICLES WORKSTATIONS	292 SF
2nd FLOOR	19	MD. OFFICE	170 SF
2nd FLOOR	20	MD. OFFICE	170 SF
2nd FLOOR	21	L6: OFFICE	233 SF
2nd FLOOR	22	L6: OFFICE	233 SF
2nd FLOOR	23	LOBBY	158 SF
2nd FLOOR	24	CORRIDOR	497 SF
2nd FLOOR	24	STAIRS	181 SF

FINISHES TAG LEGEND

CON =	CONCRETE FINISH FLOORING
C	CARPET
VT	VINYL TILE FLOORING
EXP	EXPOSED CEILING (B.O. DECK X-0")
ACT	ACOUSTIC CEILING TILE
G	GYPSUM WALL BOARD FINISH
CT	CERAMIC TILE
V	VINYL BASE
N	NONE / NOT APPLICABLE
T	TILE



03 - SC SCALEHOUSE & ADMIN. BLDG. ROOF PLAN
SCALE : 3/16" = 1'-0"

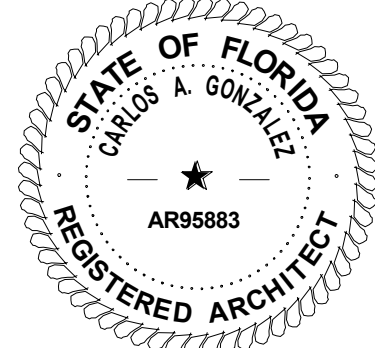


PROJECT
DEERFIELD BEACH SITE
IMPROVEMENTS, SOLID
WASTE TRANSFER
STATION & FACILITIES

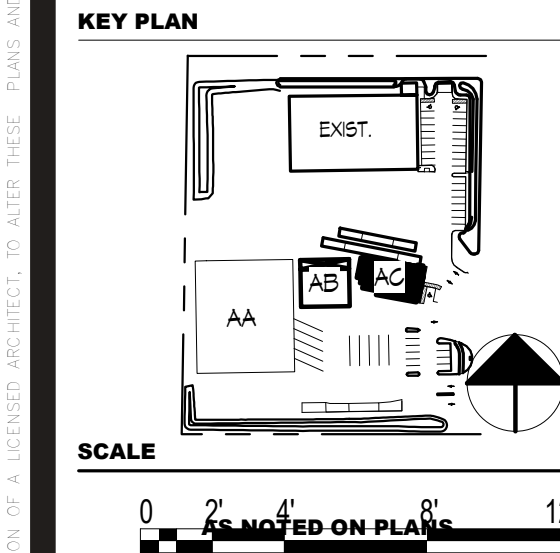
PROJECT ADDRESS
1751 SW 43rd TERRACE,
DEERFIELD BEACH, FL 33442

CLIENT
WASTE
CONNECTIONS OF
FLORIDA, INC.

REGISTRATION
CARLOS A. GONZALEZ



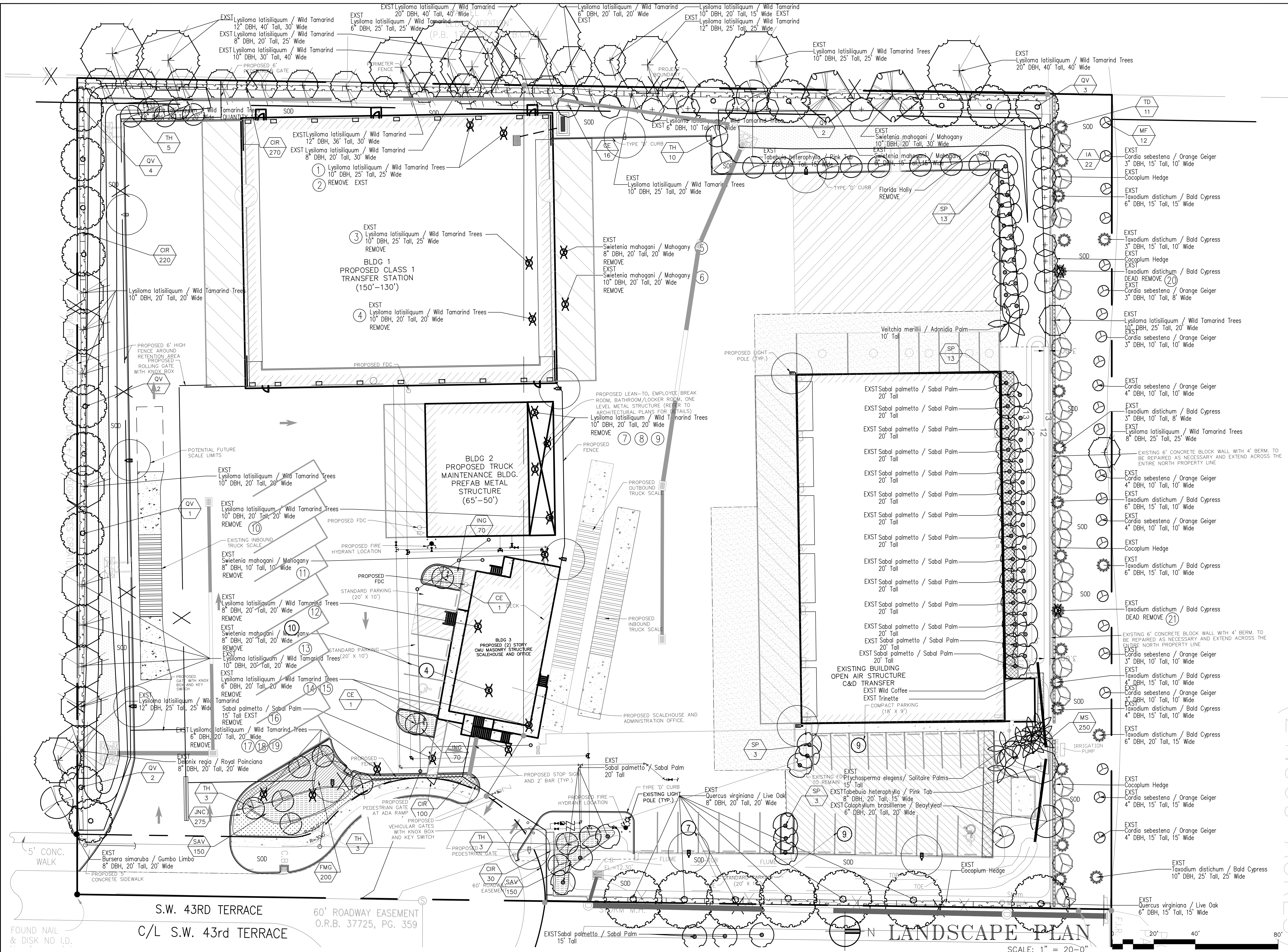
REVISIONS/ISSUES		
No.	DESCRIPTION	DATE
1	DRC Comments Responses	10/10/19



PROJECT NUMBER 18081
PROJECT MANAGER C.G.
DRAWN BY Y.J.
CHECKED BY C.G.

SHEET TITLE
BLDG 3 SC ADMIN.
ROOF PLAN

SHEET NUMBER
AC-104



Landscape Architect - Florida License #6666709
4855 NW 92 Terrace
Coral Springs, Florida 33067
Tel: 561-414-8269 Email: wtonning@tonningandassociates.com

DRWG. TITLE : LANDSCAPE PLAN
PROJECT : DEERFIELD BEACH TRANSFER STATION
1751-1801 NW 43rd TERRACE
DEERFIELD BEACH, FLORIDA
CLIENT : CRAIN ATLANTIS ENGINEERING, INC

SEAL

PROJECT NO. 19-110
DRAWN BY WKT
DESIGNED BY WKT
CHECKED BY WKT
DATE : 03-01-19
DWG. NO. LP-1
SHT. NO. 1 of 1
REVISIONS :
09-09-19
05-04-20
05-20-20
12-16-20
DRC Comment Responses
02-22-21
03-24-21

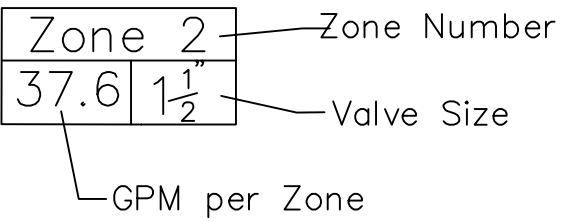
WAYNE K. TONNING, RLA
RLA #666709

IRRIGATION LEGEND:

- MAIN LINE -
EXISTING 2" Feed From Lake Water Source - Contractor to Field Locate
- LATERAL ZONE LINES - SDR PVC as noted
- ZONE BOUNDARIES
- CONTROLLER - Toro Custom Command Series
Electric 6 station controller HCC-P-6 mounted
on corner of structure, with a Rain Check
automatic rain sensor shutoff switch mounted
outside on eave of structure.
- ZONE VALVES -
Toro 252 Series.
- IRRIGATION
PUMP

EXISTING WATER PUMP -
2" Feed or per City Code, Contractor to Field
Locate, Existing Pump
- S

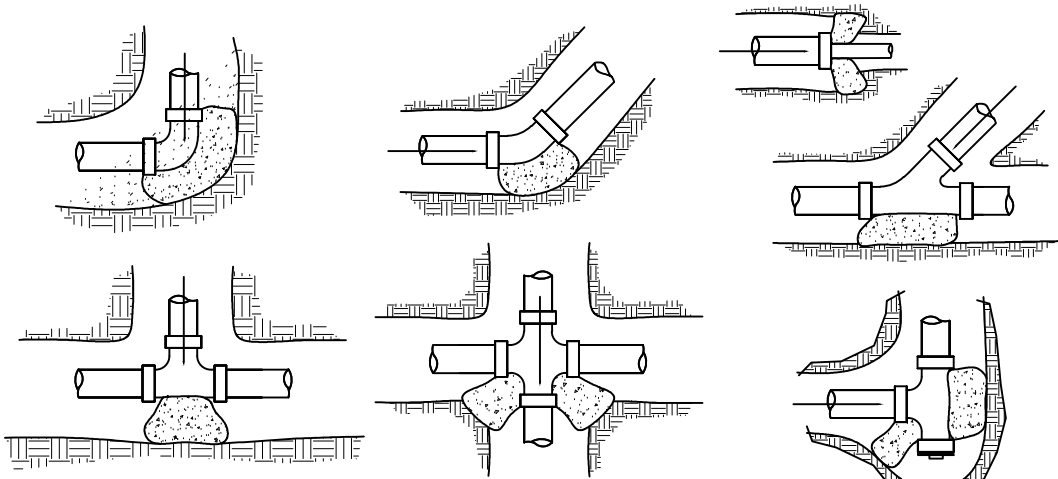
SLEEVES -
Sch. 40, 2 Sizes Larger.
NOTE - Pipe Size Shown is the Lateral Size, NOT the Sleeve Size
- 6" POP-UP SPRAY -
Toro 570 Series MPR Spray Nozzles as Required.
NOTE - All of the below may not be used
- 15' Series -
15-Q-PC - 1/4"
15-T-PC - 1/3"
15-H-PC - 1/2"
15-TT-PC - 2/3"
15-TQ-PC - 3/4"
15-F-PC - Full
- 12' Series -
12-Q-PC - 1/4"
12-T-PC - 1/3"
12-H-PC - 1/2"
12-TT-PC - 2/3"
12-TQ-PC - 3/4"
12-F-PC - Full
- 10' Series -
10-Q-PC - 1/4"
10-T-PC - 1/3"
10-H-PC - 1/2"
10-TT-PC - 2/3"
10-TQ-PC - 3/4"
10-F-PC - Full
- 8' Series -
8-Q-PC - 1/4"
8-T-PC - 1/3"
8-H-PC - 1/2"
8-TT-PC - 2/3"
8-TQ-PC - 3/4"
8-F-PC - Full
- 4S-SST-PC 4 x 18'
4-EST-PC 4 x 15'
4-CST-PC 4 x 30'
- 6" POP-UP FLOOD BUBBLER -
Toro 570 Series MPR Pressure
Compensating Nozzles as Required.
- SYSTEM DESIGN OPERATING PRESSURE =
Between 35 and 40 psi.



- 4" POP-UP ROTOR -
Hunter PGM Rotor w/
Appropriate Nozzle as Required

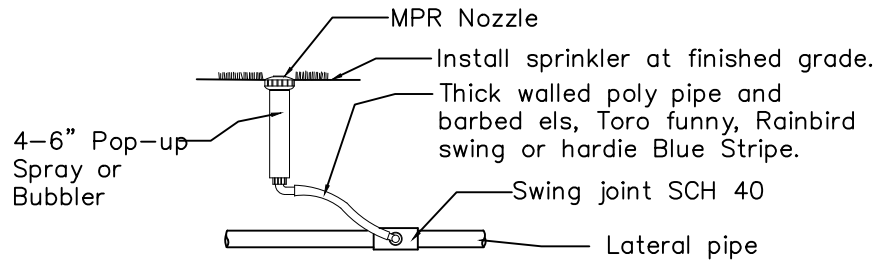
IRRIGATION NOTES:

Piping:
Main Lines: PVC SDR 26, Class 160 Solvent Weld.
Zone Lines: PVC; 1/2 in. and 3/4 in. are not used. Min. pipe is 1 in. 315 PSI: 1 in. = SDR 21.
200 PSI: 1-1/4 in. and greater = SDR 26, 160 PSI. All solvent weld.
All end of the line unmarked pipe = 1 in. (min.).
Sleeves and suction Line: PVC, SCH 40.
Fittings: SCH 40 PVC
Fabrication: To manufacturers specifications. Use blue or grey PVC cement, square cut, clean and prime all joints.
Allow all main lines to cure for 24 hours before pressuring.
All pipe, fittings, and solvents to conform to latest ASTM specs.
Depth of Lines: Main Line and wiring = 18 in. depth, min.
Sleeving under pavement = 24 in. depth, min.
Suction Line = 24 in. depth, nominal.
Zone Lines 1-1/2 in. and smaller = 10 in. depth, min.
Control Wires: AWG 14 for all hot wires and AWG 12 for common.
Solid copper type UF UL listed for direct burial.
Run wires under main and tape every 20 feet.
Run spares, two min.
Splice wires only in a valve box. All splices shall be moisture proof using
Snap tile or DBY UL connectors.
Common shall be white, hot shall be red or color coded.
Spare shall be black. Run in conduit where no Main line runs.
Backfill all trenches free of debris, compact to original density, flush all lines, use screens in all heads, adjust heads for proper coverage avoiding excess water on walls, walks, etc.
All details are graphically shown only. All quantities shall be verified by the contractor prior to installation. It shall be the contractors responsibility to assure complete overlapping coverage. Any discrepancies shall be reported to the owner and landscape architect before proceeding. Codes and local regulations shall take precedence over these plans, it is the contractors responsibility to comply. The landscape architect reserves the right to make minor field changes, the contractor may field adjust spray nozzle selection to provide for proper 100% min. coverage.
Provide owner with an accurate as installed plan(s) at completion showing main lines, wiring, valves, crossings, etc. using dimensions from fixed datums.
Contractor shall verify all underground utilities prior to commencement of work.
The perimeter irrigation and landscape may be required to be installed prior to either or both pump stations and all main line / valve wiring. A separate plan showing modifications and alternate water source will be provided prior to construction. The modifications will not impact upon the design intent or substantially affect the construction plan.



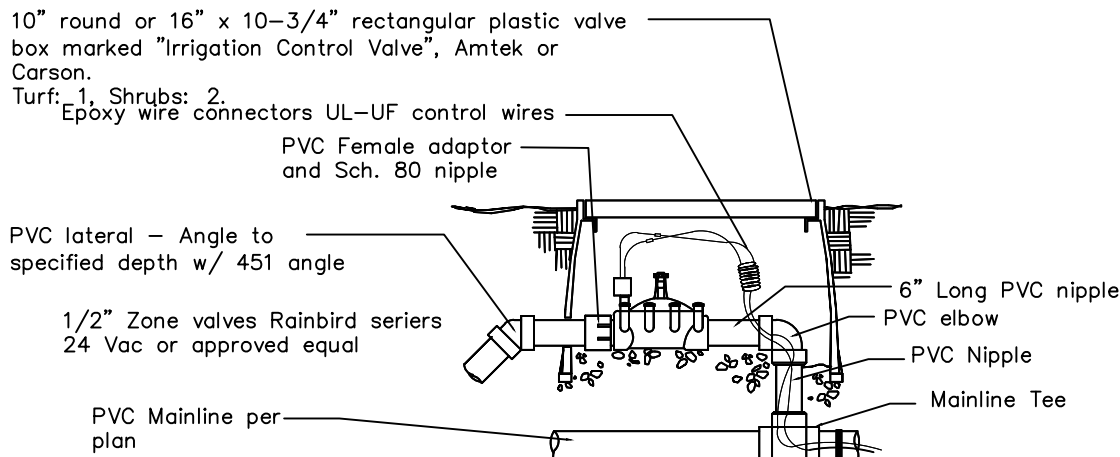
Main Line Thrust Blocks

NTS



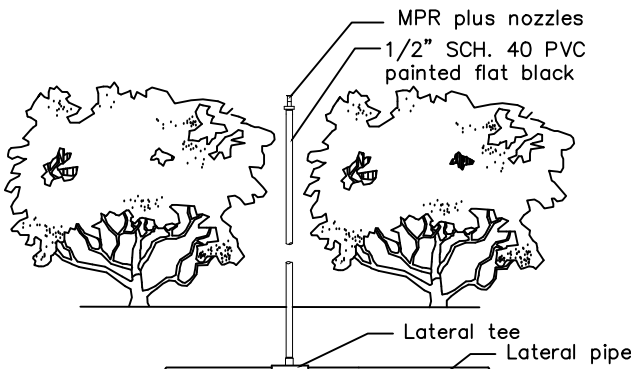
4 or 6" Pop-up Spray / Bubbler Detail

NTS



Zone Valve Detail

NTS



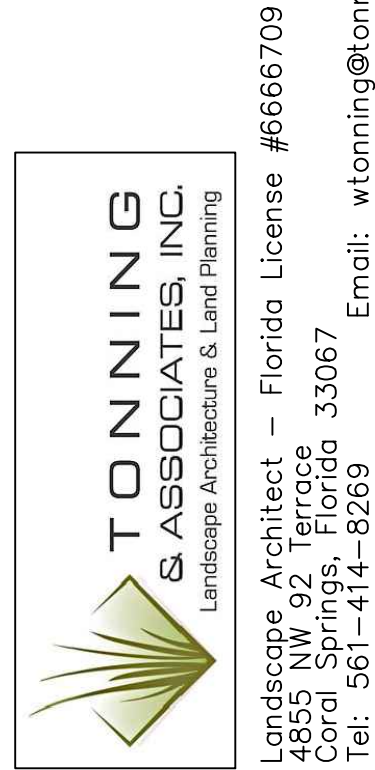
Shrub Riser Spray Detail

NTS

SEAL

DRWG. TITLE : IRRIGATION PLAN

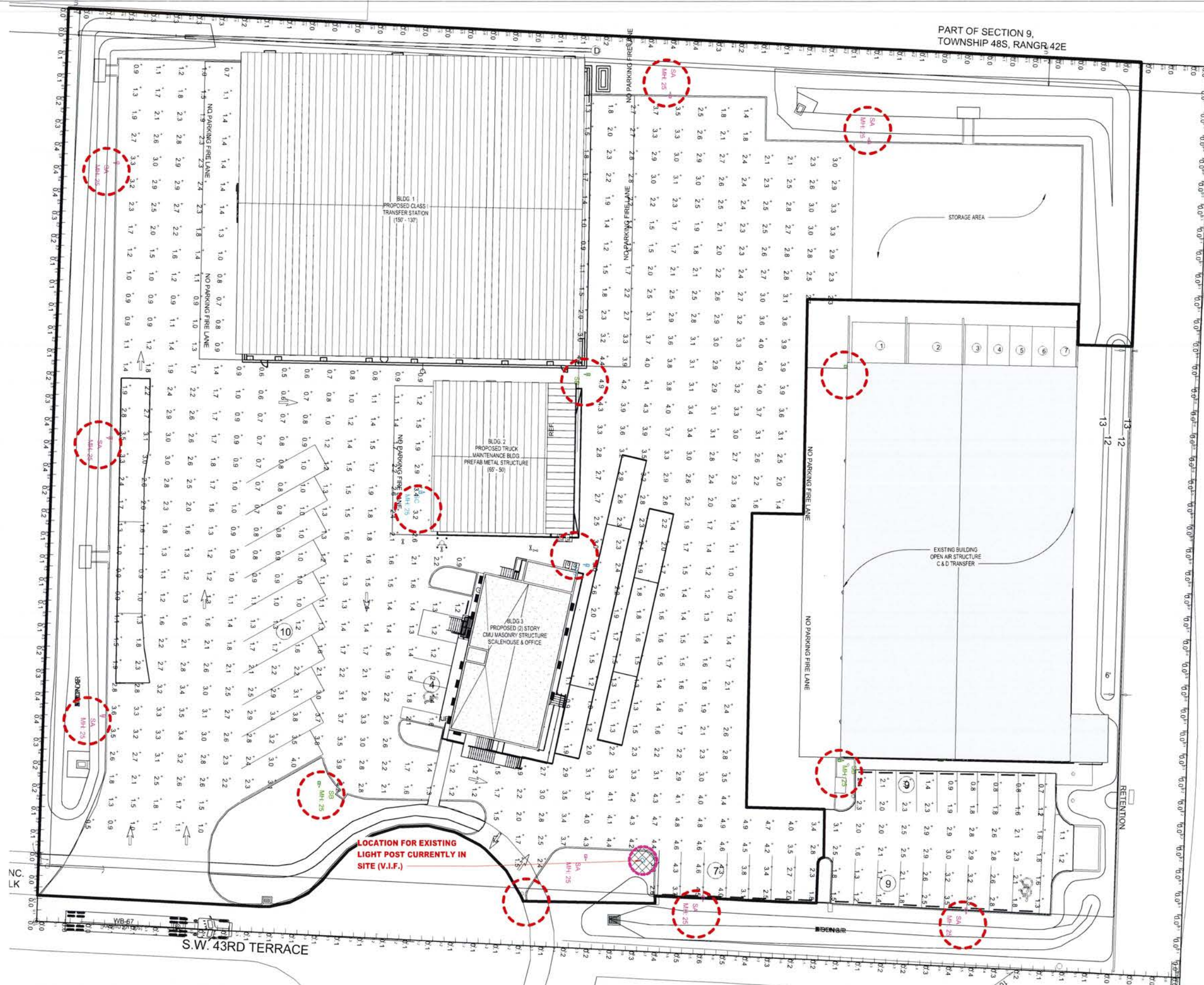
PROJECT : DEERFIELD BEACH TRANSFER STATION
1751-1801 NW 43rd TERRACE
DEERFIELD BEACH, FLORIDA
CLIENT : CRAIN ATLANTIS ENGINEERING, INC



WAYNE K. TONNING, RLA
RLA #6666709

PROJECT NO. 19-110
DRAWN BY WKT
DESIGNED BY WKT
CHECKED BY WKT
DATE : 03-01-19
DWG. NO. LI-2
SHT. NO. 1 of 1
REVISIONS :
05-04-20
12-16-20
DRC Comment Responses

PART OF SECTION 9,
TOWNSHIP 48S, RANGE 42E



PHOTOMETRIC SITE PLAN
SCALE: 1" = 20'-0"

PLAN LEGEND

INDICATES LOCATION OF EXISTING LIGHT POST (V.I.F.)

INDICATES LOCATION AND TYPE FOR THE PROPOSED LIGHT POST. (REFER TO SHEET CU-105 FOR ADDL. INFO.)

NOTE:
REFER TO SHT. CU-105 FOR PHOTOMETRIC SCHEDULE

City of Deerfield Beach
MAR 4 2021
Received
Planning & Dev. Svcs.

CRAIN ATLANTIS
ARCHITECTS + ENGINEERS
210 SW NATURA AVENUE
DEERFIELD BEACH, FLORIDA 33441
(354) 917-0411
AA26001858 / CA27488

PROJECT
DEERFIELD BEACH SITE
IMPROVEMENTS, SOLID
WASTE TRANSFER
STATION & FACILITIES

PROJECT ADDRESS
1751 SW 43rd TERRACE,
DEERFIELD BEACH, FL 33442

CLIENT
WASTE
CONNECTIONS OF
FLORIDA, INC.

REGISTRATION

GEORGE M. PETROCELLI
P.E. # 34089

GEORGE M. PETROCELLI
P.E. # 34089

REVISIONS/ISSUES		
No.	DESCRIPTION	DATE
1	DRC Comments Responses	10/10/19
3	DRC Comments Responses	12/16/20
4	DCR Comments Responses	02/22/21

KEY PLAN

SCALE

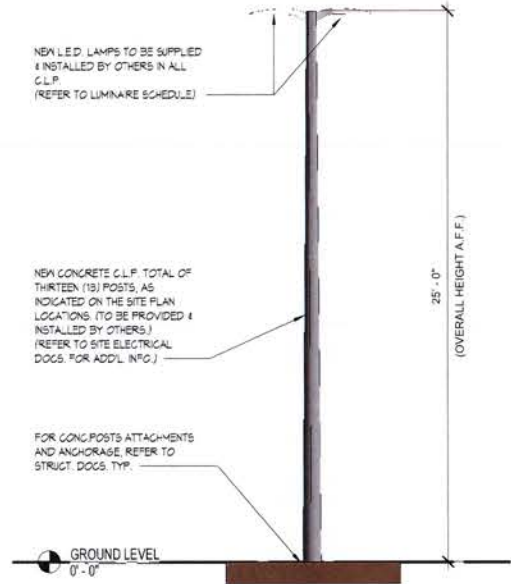
PROJECT NUMBER 18081
PROJECT MANAGER G.P.
DRAWN BY Y.J.
CHECKED BY A.C.

SHEET TITLE
PHOTOMETRIC SITE PLAN

SHEET NUMBER
CU-104

Luminaire Schedule									
Project: DEERFIELD BEACH TRANSFER STATION - SITE_REV 2 DEERFIELD BEACH, FL 12/18/2020									
Symbol	Qty	Label	Arrangement	Manufacturer	Description	Luminaire Lumens	LLF	Luminaire Watts	Assembly Watts
	8	SA	SINGLE	Lithonia Lighting	DSX1 LED P7 40K TFTM MVOLT HS MH: 25' POLE MOUNT A.F.G.	16188	0.903	183	183
	4	SB	SINGLE	Lithonia Lighting	DSX1 LED P9 40K TFTM MVOLT MH: 25' POLE MOUNT A.F.G.	27577	0.903	241	241
	2	SC	SINGLE	Lithonia Lighting	DSX1 LED P9 40K TSW MVOLT MH: 25' POLE MOUNT A.F.G.	28442	0.903	241	241

Calculation Summary							
Project: DEERFIELD BEACH TRANSFER STATION - SITE_REV 2 DEERFIELD BEACH, FL 12/18/2020							
Label	Calc Type	Units	Avg	Max	Min	Avg/Min	Max/Min
SITE	Illuminance	Fc	2.19	4.9	0.5	4.38	9.80
SPILL EAST (Horizontal)	Illuminance	Fc	0.17	0.6	0.0	N.A.	N.A.
SPILL EAST (Vertical)	Illuminance	Fc	0.33	1.0	0.0	N.A.	N.A.
SPILL NORTH (Horizontal)	Illuminance	Fc	0.00	0.0	0.0	N.A.	N.A.
SPILL NORTH (Vertical)	Illuminance	Fc	0.06	0.2	0.0	N.A.	N.A.
SPILL SOUTH (Horizontal)	Illuminance	Fc	0.19	0.4	0.0	N.A.	N.A.
SPILL SOUTH (Vertical)	Illuminance	Fc	0.26	0.6	0.0	N.A.	N.A.
SPILL WEST (Horizontal)	Illuminance	Fc	0.10	0.4	0.0	N.A.	N.A.
SPILL WEST (Vertical)	Illuminance	Fc	0.21	0.9	0.0	N.A.	N.A.



CONCRETE LIGHTING POLE ELEVATION
SCALE : 1/4" = 1'-0"



CRAIN ATLANTIS
ARCHITECTS • ENGINEERS

210 SW NATURA AVENUE
DEERFIELD BEACH, FLORIDA 33441
(354) 917-0411
AA26001858 / CA27488

PROJECT
DEERFIELD BEACH SITE IMPROVEMENTS, SOLID WASTE TRANSFER STATION & FACILITIES

PROJECT ADDRESS
1751 SW 43rd TERRACE,
DEERFIELD BEACH, FL 33442

CLIENT
WASTE CONNECTIONS OF FLORIDA, INC.

REGISTRATION

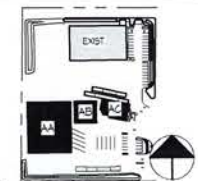
GEORGE M. PETROCELLI
P.E. # 34089



GEORGE M. PETROCELLI
P.E. # 34089

REVISIONS/ISSUES		
No.	DESCRIPTION	DATE
1	DRC Comments Responses	10/10/19
3	DRC Comments Responses	12/16/20

KEY PLAN



SCALE

PROJECT NUMBER 18081

PROJECT MANAGER GP

DRAWN BY Y.J.

CHECKED BY A.C.

SHEET TITLE

PHOTOMETRIC TABLES

SHEET NUMBER

CU-105





City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-790

Agenda Date: 7/20/2021

Status: PUBLIC HEARING - FIRST
READING

In Control: City Commission

Title

P.H. 2021-090: ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY OF DEERFIELD BEACH LAND USE PLAN MAP DESIGNATION ON THREE PARCELS TOTALING APPROXIMATELY 16.5 ACRES LOCATED AT 600 & 700 W. HILLSBORO BLVD. FROM COMMERCIAL TO MEDIUM-HIGH (25) MIXED USE-RESIDENTIAL (21.82 DWELLING UNITS/ACRE) (LUPA #65A); PROVIDING FOR AMENDMENT OF THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN ACCORDINGLY; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and transmit to County.

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Current Activity

The applicant, G&C Hillsboro Investors, LLC, is seeking approval for a large scale Land Use Plan Amendment (LUPA) to change the City of Deerfield Beach Future Land Use designation on three (3) parcels totaling 16.5 gross acres from Commercial to Medium-High (25) Mixed Use-Residential (21.82 du/ac).

The subject properties are currently utilized as office. The LUPA application identifies the intent of rezoning to the Planned Development District (PDD) and redeveloping the site with 360 multi-family residential dwelling units and approximately 242,000 square feet of office use (existing and proposed). A conceptual site plan is included with the application for information purposes, although submittal of a site plan application and staff review comments are not required at this stage.

The LUPA analysis submitted by the applicant demonstrates compliance with the requirements of the Future Land Use Element, proposing 21.82 dwelling units per acre (total of 360 multi-family units) and a maximum of 242,000 square feet of office use, for a combined residential and nonresidential FAR of 1.16. The residential and nonresidential uses are proposed to be approximately 38 and 19 percent of the total site area (net), respectively, in compliance with the proposed Future Land Use Element limitations. The residential building is proposed on the conceptual plan as eight (8) stories with an adjacent 7.5 level parking garage for the portion of property along Hillsboro Boulevard. The conceptual plan also demonstrates a total of four (4) existing and proposed office buildings and garage (existing).

Separate applications for plat note amendment, rezoning and site plan approvals will be required, in

addition to this Land Use Plan Amendment application, which will provide further details with respect to the design, layout and density of the proposed development of the parcel. The applicant will be required to demonstrate compliance with Future Land Use Element Section 2.6.1 Permitted Uses in the Future Land Use Categories, Mixed Use – Residential, subsection b. Design Guidelines at the time of rezoning and site plan submittal. Formal comment and review of the rezoning and site plan will be required upon submittal of the applications.

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

On June 3, 2021, the Planning and Zoning Board recommended approval of the application with the following conditions:

1. Prior to issuance of the first residential building permit, the applicant shall pay the City five hundred dollars (\$500) per dwelling unit for the maximum allowable 360 dwelling units on the property per the 21.82 dwelling unit per acre land use limitation, in the total amount of \$180,000.00, to be used by the City towards the City's affordable housing program.

Should Broward County determine a different affordable housing requirement is necessary during the companion Broward County Land Use Plan Amendment process, the above condition may be modified prior to adoption of the City Land Use Plan Amendment, however the City prefers that any such modification by the County shall be related to the contribution to the City's affordable housing program.

2. As required under Section 98-68 PDD - Planned Development District of the Land Development Code, public benefits are required to be provided by the applicant as part of the rezoning application.

- a. Prior to issuance of the first building permit for a principal building, or redevelopment of an existing building, whichever occurs first, the applicant shall pay a fair share contribution towards planned upgrades to the Oveta McKeithen Recreation Complex. The amount of the fair share contribution shall be included in the required Development Agreement as part of the rezoning application.

- b. Prior to or along with the initial submittal of the rezoning Development Agreement, the applicant shall provide for roadway / traffic public benefits, which may include:

- i. traffic improvements at both the Hillsboro Blvd / Natura Blvd and SW 10th St / Natura Blvd intersections; and,
 - ii. roadway, sidewalk and drainage upgrades for the section of Natura Blvd from the northern to southern extents of the property lines, generally consistent with the draft typical section attached.

This is the first (transmittal) hearing for this item. Following the County and State review processes, the item will be brought back to the City Commission for a second (adoption) hearing.

ORDINANCE NO. 2021/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY OF DEERFIELD BEACH LAND USE PLAN MAP DESIGNATION ON THREE PARCELS TOTALING APPROXIMATELY 16.5 ACRES LOCATED AT 600 & 700 W. HILLSBORO BLVD. FROM COMMERCIAL TO MEDIUM-HIGH (25) MIXED USE-RESIDENTIAL (21.82 DWELLING UNITS/ACRE) (LUPA #65A); PROVIDING FOR AMENDMENT OF THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN ACCORDINGLY; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach received Large Scale Land Use Plan Amendment Application #65A (the “LUPA Application”) from G&C Hillsboro Investors, LLC (the “Applicant”) to amend the City’s Future Land Use Plan map designation of +-16.5 gross acres from Commercial to Medium-High (25) Mixed-Use Residential (21.82 Dwelling Units/Acre) for the 3 parcels located at 600 & 700 W. Hillsboro Blvd., and more particularly described in the file (collectively, the “Property”); and

WHEREAS, pursuant to state law, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, held a duly noticed public hearing to review the LUPA Application for the Property, and voted to recommend approval of the LUPA Application; and

WHEREAS, pursuant to Florida Statutes, City staff has conducted the necessary planning review required for amendments to the Land Use Plan and the City Commission has conducted the required duly advertised public hearing; and

WHEREAS, the City Commission, after review of the recommendations of the Director of Planning and Development Services, the Local Planning Agency, comments made at a public hearing, and careful consideration of the issues, finds that there is sufficient data, analysis and support for the LUPA Application and finds that the proposed Land Use Plan Amendment is consistent with the goals, objectives and policies of the Future Land Use Element and the Comprehensive Plan and is compatible with surrounding development.

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 made a part of this Ordinance.

Section 2. The City of Deerfield Beach hereby approves the LUPA Application for the Property and hereby amends the Future Land Use Map designation of +-16.5 gross acres from Commercial to Medium-High (25) Mixed-Use Residential (21.82 Dwelling Units/Acre) for the 3 parcels located at 600 & 700 W. Hillsboro Blvd. (the “LUPA Amendment”), subject to compliance with the following condition, which shall be satisfied by the Applicant:

- Prior to issuance of the first residential building permit, the Applicant shall pay the City five hundred dollars (\$500) per dwelling unit for the maximum allowable 360 dwelling units on the property per the 21.82 dwelling unit per acre land use limitation, in the total amount of \$180,000.00, to be used by the City towards the City's affordable housing program. Should Broward County determine a different affordable housing requirement is necessary during the companion Broward County Land Use Plan Amendment process, the above condition may be modified prior to adoption of the City Land Use Plan Amendment, however the City prefers that any such modification by the County shall be related to the contribution to the City's affordable housing program.

Section 3. The LUPA Amendment shall be effective upon certification by the Broward County Planning Council, at which time the Future Land Use Plan of the City of Deerfield Beach shall be revised accordingly.

Section 4. All sections or parts of the City Code of Ordinances, 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 5. If any word, phrase, clause, sentence, or section of this Ordinance is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this ordinance.

Section 6. This Ordinance shall take effective immediately upon adoption on Second Reading.

PASSED AND ADOPTED ON FIRST READING THIS ____ DAY OF _____, 2021.

PASSED AND ADOPTED ON SECOND READING THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

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

YOU ARE HEREBY NOTIFIED that the first public hearing will be before the City Commission on **Tuesday, July 20, 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) to consider the following:

P.H. 2020-090: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY OF DEERFIELD BEACH LAND USE PLAN MAP DESIGNATION ON THREE PARCELS TOTALING APPROXIMATELY 16.5 ACRES LOCATED AT 600 & 700 W. HILLSBORO BLVD. FROM COMMERCIAL TO MEDIUM-HIGH (25) MIXED USE-RESIDENTIAL (21.82 DWELLING UNITS/ACRE) (LUPA #65A); PROVIDING FOR AMENDMENT OF THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN ACCORDINGLY; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

INSERT MAP HERE

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

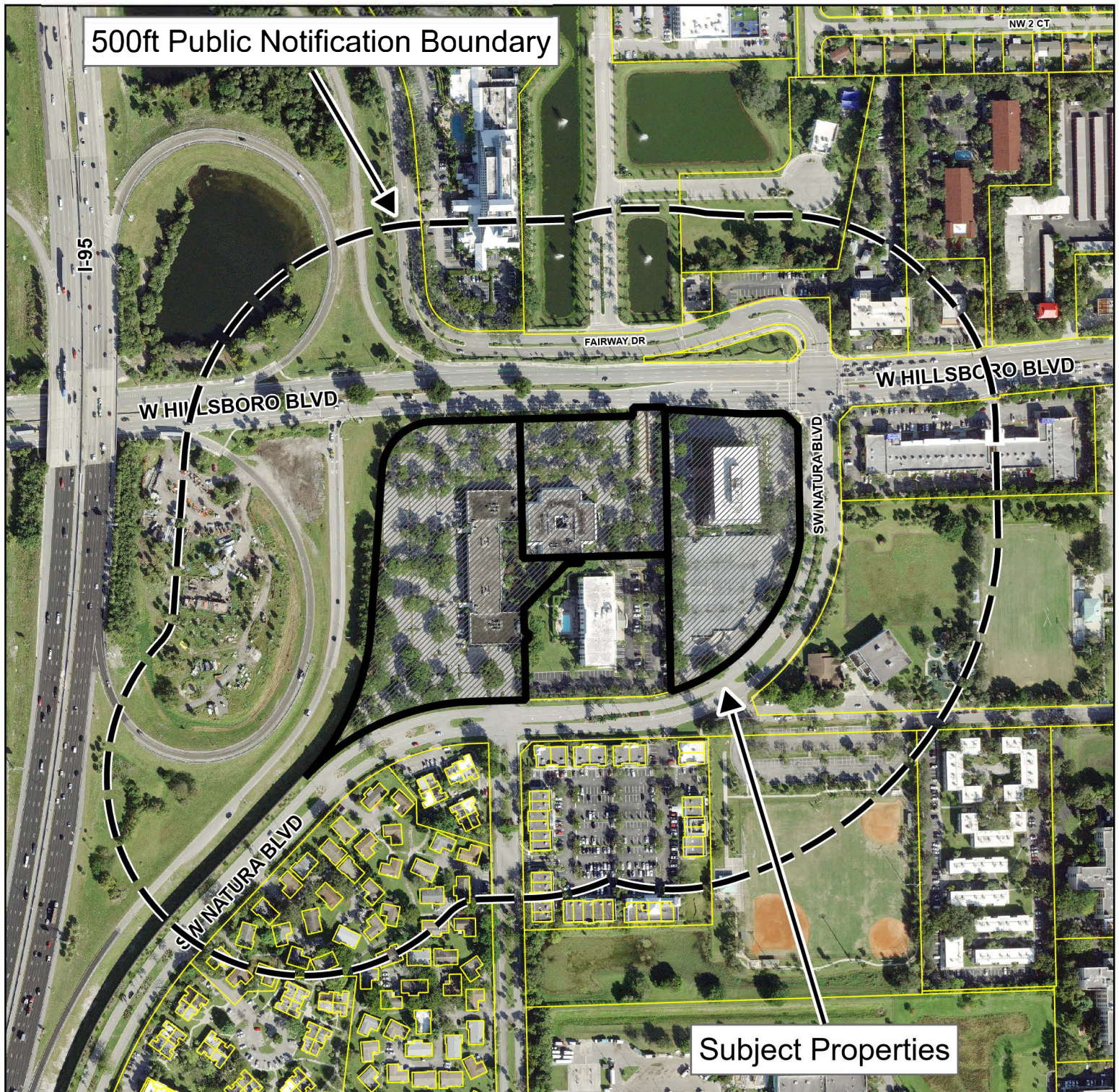
You may either be present in person at the Public Hearing(s), represented by counsel or letter. All interested persons take due notice of the time and place of the Public Hearing and govern yourselves accordingly.

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

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

BY: SAMANTHA GILLYARD, CMC, CITY CLERK

Publish: Sun-Sentinel
Tuesday, July 13, 2021



Public Hearing Notice Map

Land Use Plan Amendment #65A

G&C Investors, LLC

600 & 700 W Hillsboro Blvd

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

0 200 400
Feet





Development Review Committee Summary Report Development Plan Application Review

General Information

Application No.	LUPA #65A								
Applicant:	G&C Hillsboro Investors, LLC								
Agent:	Dennis Mele, Esq. of Greenspoon Marder, LLP								
Requested Action/Description:	Large Scale Land Use Plan Amendment to change the City of Deerfield Beach Future Land Use designation on three (3) parcels totaling 16.5 gross acres from Commercial to Medium-High (25) Mixed Use-Residential (21.82 du/ac).								
Location:	600 & 700 W. Hillsboro Boulevard								
Legal Description:	The property is generally described as a portion of Tract A, "Hillsboro-95 Office Park," according to the Plat thereof, as recorded in Plat Book 105, Page 30, of the Public Records of Broward County, Florida, together with Tract 1, "Crocker South," according to the Plat thereof, as recorded in Plat Book 122, Page 8, of the Public Records of Broward County, Florida, together with a portion of the South ½ of Government Lots 2 and 3, in the Southeast ¼ of the Northwest ¼ of Section 1, Township 48 South, Range 42 East								
Size:	+/- 16.5 gross acres (14 net acres)								
Existing Zoning:	B-2 (Highway Business)								
Existing Land Use:	Office								
Future Land Use Plan Designation:	Commercial								
Surrounding Land Use and Zoning:									
	<table><tr><th><u>Existing Land Use</u></th><th><u>Zoning</u></th></tr><tr><td>North: Hotel, Hillsboro Technology Center</td><td>B-2 (Highway Business)</td></tr><tr><td>South: Hotel, Single-Family, Office</td><td>B-2 (Highway Business)</td></tr><tr><td>West: Highway (I-95)</td><td>N/A</td></tr></table>	<u>Existing Land Use</u>	<u>Zoning</u>	North: Hotel, Hillsboro Technology Center	B-2 (Highway Business)	South: Hotel, Single-Family, Office	B-2 (Highway Business)	West: Highway (I-95)	N/A
<u>Existing Land Use</u>	<u>Zoning</u>								
North: Hotel, Hillsboro Technology Center	B-2 (Highway Business)								
South: Hotel, Single-Family, Office	B-2 (Highway Business)								
West: Highway (I-95)	N/A								

East: Commercial, Oveta McKeithen S (Open Space)
Recreational Complex B-1 (Business, Community)
PUD (Planned Unit Development)

Applicable Regulations: Deerfield Beach Comprehensive Plan

Plat Restrictions: Hillsboro-95 Office Park Plat is restricted to 9.308 acres Commercial use; Crocker South Plat is restricted to 186,000 square feet of Commercial / Office.

Department Comments & Requirements

REQUEST:

The applicant, G&C Hillsboro Investors, LLC, is seeking approval for a large scale Land Use Plan Amendment (LUPA) to change the City of Deerfield Beach Future Land Use designation on three (3) parcels totaling 16.5 gross acres from Commercial to Medium-High (25) Mixed Use-Residential (21.82 du/ac).

BACKGROUND:

The request is to amend the City's Future Land Use Map to change the designation of approximately 16.5 gross acres of land on the south side of Hillsboro Boulevard, between Interstate I-95 on the west and SW Natura Boulevard on the east. The parcels are zoned B-2 (Highway Business) and located within the Pioneer Grove Special Architectural District. The subject properties are currently utilized as office.

Pursuant to the Future Land Use Element of the Comprehensive Plan, the Medium-High Mixed Use – Residential designation permits up to 25 dwelling units per acre and a floor area ratio (FAR) of 2.0 for combined residential and nonresidential development. A minimum of two (2) uses are required for the development and a minimum percentage of 10 percent for any one use. Residential development is a required use. All uses which are permitted under the Residential, Commercial, Commercial Recreation, Community Facilities land use designations designation may be applied within the Mixed Use – Residential category, consistent with Planned Development District zoning.

The LUPA analysis submitted by the applicant demonstrates compliance with the requirements of the Future Land Use Element, proposing 21.82 dwelling units per acre (total of 360 multi-family units) and a maximum of 242,000 square feet of office use, for a combined residential and nonresidential FAR of 1.16. The residential and nonresidential uses are proposed to be approximately 38 and 19 percent of the total site area (net), respectively, in compliance with the proposed Future Land Use Element limitations.

A conceptual site plan is included with the application for information purposes, although submittal of a site plan application and staff review comments are not required at this stage. The residential building is proposed on the conceptual plan as eight (8) stories with an adjacent 7.5 level parking garage for the portion of property along Hillsboro Boulevard. The conceptual plan also demonstrates a total of four (4) existing and proposed office buildings and garage (existing).

As part of the requirements of the LUPA, the applicant is required to submit a traffic analysis for the change in land use, which is attached as Exhibit J. Additional traffic impact studies will be required as part of the rezoning and site plan as noted in the

comments. Additionally, the applicant has submitted an affordable housing analysis as Exhibit N of the application.

Separate applications for plat note amendment, rezoning and site plan approvals will be required, in addition to this Land Use Plan Amendment application, which will provide further details with respect to the design, layout and density of the proposed development of the parcel. The applicant will be required to demonstrate compliance with Future Land Use Element Section 2.6.1 *Permitted Uses in the Future Land Use Categories, Mixed Use – Residential*, subsection b. Design Guidelines at the time of rezoning and site plan submittal. Formal comment and review of the rezoning and site plan will be required upon submittal of the applications.

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

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS:

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

On June 3, 2021, the Planning and Zoning Board recommended approval of the application with the following conditions:

1. Prior to issuance of the first residential building permit, the applicant shall pay the City five hundred dollars (\$500) per dwelling unit for the maximum allowable 360 dwelling units on the property per the 21.82 dwelling unit per acre land use limitation, in the total amount of \$180,000.00, to be used by the City towards the City's affordable housing program.

Should Broward County determine a different affordable housing requirement is necessary during the companion Broward County Land Use Plan Amendment process, the above condition may be modified prior to adoption of the City Land Use Plan Amendment, however the City prefers that any such modification by the County shall be related to the contribution to the City's affordable housing program.

2. As required under *Section 98-68 PDD - Planned Development District* of the Land Development Code, public benefits are required to be provided by the applicant as part of the rezoning application.
 - a. Prior to issuance of the first building permit for a principal building, or redevelopment of an existing building, whichever occurs first, the applicant shall pay a fair share contribution towards planned upgrades to the Oveta McKeithen Recreation Complex. The amount of the fair share contribution shall be included in the required Development Agreement as part of the rezoning application.
 - b. Prior to or along with the initial submittal of the rezoning Development Agreement, the applicant shall provide for roadway / traffic public benefits, which may include:
 - i. traffic improvements at both the Hillsboro Blvd / Natura Blvd and SW 10th St / Natura Blvd intersections; and,

- ii. roadway, sidewalk and drainage upgrades for the section of Natura Blvd from the northern to southern extents of the property lines, generally consistent with the draft typical section attached.

STAFF SUMMARY:

Staff's review of application LUPA #65A 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.

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:	Hillsboro Center LUPA	Application No.:	65A
Reviewer Name:	Tina Jou	Project Address:	600 & 700 W. Hillsboro Blvd.
Department/Division:	Planning & Zoning		
Position:	Principal Planner		
Date of Review:	5/17/2021		
Submittal No.:	4		

A. APPLICATION / GENERAL COMMENTS:

1.	Coordinate responses to ensure complete application package is resubmitted. Individual appendices will not be accepted. Include a comment response letter with the resubmittal and CD of all application documents.
1.a.	Comment acknowledged.
2.	The Project coordinator shall be the primary point of contact between the applicant and the City during the DRC process. The applicant shall not contact a City consultant without first contacting the project coordinator. Furthermore, the applicant must notify or copy via email any conversation or contact the applicant has with a separate division or department of the City.
2.a.	Comment acknowledged.
3.	Per Sec. 98-35, all applications proceeding to City Commission shall comply with requirements for remediation and public notice, including submittal of all required fees, documents, and labels for notice to property owners, on-site signage, and newspaper publishing. Applicants are only permitted to begin the public notification process upon determination by Planning & Zoning staff that the item has been scheduled for an upcoming public hearing. The Public Notice Checklist is attached and can be accessed at http://www.deerfield-beach.com/DocumentCenter/View/12586/Public-Notice-Checklist .
3.a.	Comment acknowledged.
4.	Cost recovery fees – pursuant to Chapter 98, Article VII of the Land Development Code, cost recovery fees will be payable by the Applicant for review of the proposed. A cost recovery account will need to be established with the City, with payment required prior to being scheduled for the first public hearing. This fee is payable to the City of Deerfield Beach. Should the City's consult fees exceed the deposit amount, additional fees may be payable by the Applicant. The amount of cost recovery fees required are: • Legal Review = \$7,500.00 • Traffic Review = \$1,680.00
4.a.	Comment partially addressed. Traffic and Legal Cost Recovery Fees above were

Development Plan Application Comments

	paid, plus the \$1000 resubmittal fee for traffic review. Cost Recovery Fees associated with Traffic Review of the resubmittal of the Methodology and review of the Traffic Impact Study = \$1,730.00. Submit check made payable to the City of Deerfield Beach.
4.b.	Comment addressed.
5.	This property is subject to Broward County transportation concurrency approval, based on the level of development intensity shown on the plat for this site. At this time, the applicant is advised to verify with Broward County whether an amendment to the restrictive note on the plat is required. Plat note amendments also require City approval pursuant to subsection 98-17 of the Land Development Code. The issuance of building permits may be delayed until such requirements are satisfied.
5.a.	Comment acknowledged.
6.	Provide confirmation from Broward County Planning and Development Management whether the properties will require replatting or plat note amendments to facilitate proposed redevelopment.
6.a.	Comment addressed. Applicant states that per Planning Council letter, unplatted portion of the property must be platted and the balance of the property would not need to be replatted for the development plan. Applicant acknowledges that a plat application for the unplatted portion must be submitted. The eastern portion of the property, platted as "Crocker South" is restricted to 125,000 square feet of office use. A plat note amendment is required to increase the amount of office use allowed per the plat. The western portion of the property known as "Hillsboro-95 Office Park" is restricted to nonresidential use. Applicant acknowledges that two separate plat note amendments will be required for referenced plats. Plat and Plat Note Applications must be submitted and reviewed by the City with the Site Plan Application.
7.	Provide confirmation from Broward County Planning Council that the proposed residential density is acceptable in the proposed County Commerce FLU designation.
7.a.	Comment addressed. Per the Planning Council the correct language to use for the LUPA proposed is "11 acres of Commerce within a Dashed-Line Area and 5.5 acres of Irregular (21.82) Residential within a Dashed-Line Area". Planning Council confirms this is consistent with the City's Medium-High (25) Mixed Use – Residential. Applicant states that the Commerce designation to only the area where office is proposed.
8.	City Attorney comment is pending further staff review and comment.
8.a.	Comment acknowledged. City Attorney pending review.
	NEW COMMENT 3/30/2021
9.	The second submittal of the conceptual plans include sheets that are not required and too detailed for the review of the LUPA. Omit the conceptual site plan exhibit sheets upon resubmittal or mark as "information only" under separate cover. Refer to comments below for the master conceptual plan sheets and site data table.
9.a.	Comment addressed.
10	Plan sheets were not signed and sealed.
10.a.	Comment partially addressed. Electronic and 11x17 sets included in LUPA report isn't signed and sealed. Also, all exhibits must have consistent Exhibit title pages. For example, the master plan does not have an exhibit title page.

Development Plan Application Comments

10.b.	Comment addressed.
11.	Community Meeting - Prior to being scheduled for a public hearing, the Applicant is required to hold its own meeting with the surrounding community to explain the proposed project and seek feedback. At a minimum, the applicant must invite all properties within 500 feet of the subject site.
11.a.	Applicant advised a community meeting was held on April 12, 2021 with property owners notified within 500 feet of the subject site. Applicant advised there was one person in attendance and no objections raised during the meeting.

B.

SURVEY:	
1.	Exhibit A Survey of Subject Property is not provided as Exhibit with report. Submit a legible survey as Exhibit complying with Code requirements below.
1.a.	Comment addressed. Survey submitted as 11x17 set.
2.	Per Section 98-13(8)(b)(1) Total gross and net area of all properties shall be provided for each property separately and combined. Ensure total area provided on survey is consistent area provided throughout the report.
2.a.	Comment addressed. Per Survey total acreage for all parcels are 14 net acres and 16.5 gross acres.
3.	Per Section 98-13(8)(b)(2) Show existing natural features, including trees and other vegetation and soils (unless provided as a separate page), etc.
3.a.	Comment addressed.

C.

CONCEPTUAL SITE PLAN:	
1.	Submit larger page size of Exhibit O Conceptual Site Plan within report as it is difficult to read in 8.5x11 page format. Submit a basic conceptual plan demonstrating overall site layout with setbacks, breakdown of total area for each existing and proposed use, lot coverage, floor area ratio (based on net area), and maximum height (feet). Provide a table listing each existing/proposed use, percentage of use, and square footage of use. Provide separate 24x36 size conceptual plan as well.
1.a.	Comment partially addressed. Hard copy provided; however, the following comments are related to resubmittal. Ensure sheets are bound upon resubmittal.
1.b.	Comment addressed.
2.	The area designated as parking garage in gray color is too similar to the areas designated "Future Plaza Under Separate Approval" and "Existing Hotel Not Included" also in gray. Proposed sidewalks and public plaza appear to be very similar in color as well. Revise colors to ensure clarity in hard copy and electronic formats.
2.a.	Comment addressed.
3.	The master conceptual plan and site data table must list each existing and proposed uses, and square footage of each use calculated separately and together in square feet and percentage. Remove parking calculations from table, PDD rezoning information, and other calculations that are not applicable to the LUPA. Demonstrate how the proposed scope and calculations comply with the requirements of the proposed land use designation, FAR, and percentage of uses as provided in the Future Land Use Element.
3.a.	Comment addressed.

Development Plan Application Comments

D.

ADDITIONAL COMMENTS (REPORT):	
1.	Revise notice requirements on Page 1 Section D, from “300 feet” to “500 feet” as required.
1.a.	Comment not addressed.
1.b.	Comment addressed.
2.	Ensure net and gross acreage provided within report are consistent with the survey.
2.a.	Comment addressed.
3.	Section 4. Existing and Proposed Uses: Revise proposed City Land Use to be consistent with specific land use designation as provided in Comprehensive Plan (i.e. High 50 Mixed Use-Residential, Medium-High 25 Mixed Use – Residential, etc.). Ensure report is revised throughout with the correct designation, including exhibits, tables and other references throughout the report. Demonstrate how the proposed redevelopment of the site will comply with the requirements of the land use designation (including breakdown of FAR). Application does not specify which mixed-use FLU category is being requested. Update Application and provide analysis as to how the proposed density and intensity comply with the thresholds for the requested land use
3.a.	Comment partially addressed. Proposed Future Land Use is Medium High 25 Mixed Use – Residential. See comments in Table C above concerning the data table. Provide explanation in report as to compliance in the same.
3.b.	Comment addressed.
4.	Provide evidence that the total residential density proposed is allowed to be allocated to the total acreage of the site vs. the plat that the residential component is proposed on.
4.a.	Comment addressed. Per Planning Council email, the total residential density proposed is allowed to be allocated to the total acreage of the site. Provided that the site plan and rezoning submitted to the City is for the entire project site proposed in the LUPA as opposed to separate site plans, the applicant may proceed with density as proposed.
5.	Section 4. Existing and Proposed Uses: County Land Use Designation Dashed Line Area (21.82) with Commerce. Provide evidence from Broward County that the proposed County Land Use of “Dashed Line Area (21.82) with Commerce” is consistent with a proposed City Land Use.
5.a.	Comment addressed. Per Planning Council, the correct language to use for the LUPA proposed is “11 acres of Commerce within a Dashed-Line Area and 5.5 acres of Irregular (21.82) Residential within a Dashed-Line Area”. Planning Council confirms this is consistent with the City’s Medium-High (25) Mixed Use – Residential.
6.	Section 4. E. The approximate square footage of the area is approximately 287,823 square feet of office and hotel which is greater than the square feet used in the analysis (165,000 square feet of general commercial). Applicant must verify the exact square footage of all existing buildings and provide analysis of all existing and proposed uses.
6.a.	Comment not addressed. Applicant must provide a table demonstrating the exact square footage of all existing and proposes uses/buildings with existing restrictions on the plat.

Development Plan Application Comments

6.b.	Comment addressed.
7.	Section 5.A. Potable Water Analysis: Provide correspondence from the City of Deerfield Beach Environmental Services Department showing that the analysis submitted in the application is accurate.
7.a.	Comment not addressed. Provide signed letter verifying above comment.
7.b.	Comment addressed.
8.	Section 5.B. Sanitary Sewer Analysis: Provide correspondence from the City of Deerfield Beach Environmental Services Department showing that the analysis submitted in the application is accurate.
8.a.	Comment not addressed. Provide signed letter verifying above comment.
8.b.	Comment addressed.
9.	Section 5.C. Solid Waste Analysis: Provide correspondence from the City of Deerfield Beach Sustainable Management Department and any other solid waste providers for this property showing that the analysis submitted in the application is accurate.
9.a.	Comment not addressed. Provide signed letter verifying above comment. Letter isn't signed.
9.b.	Comment addressed.
10.	Section 5.D. Drainage Analysis: Provide correspondence from the City of Deerfield Beach Environmental Services Department showing that the analysis submitted in the application is accurate.
10.a.	Comment not addressed. Provide signed letter verifying above comment.
10.b.	Comment addressed.
11.	Section 5.G. Mass Transit Analysis: Provide correspondence from Broward County Transit showing that the analysis submitted in the application is accurate.
11.a.	Comment addressed.
12.	Section 5. E. Recreation and Open Space Analysis. Update analysis based on current table, provided as attached. Ensure the table is added as Exhibit.
12.a.	Comment addressed.
13.	Section 5.F. Traffic Circulation Analysis: The data provided in this subsection will need to be substantiated by a methodology and traffic impact analysis submitted by the applicant. The reduction in daily trips do not appear to be consistent with the proposed change from commercial to mixed use residential land use as the traffic analysis must take into consideration the existing development of the site.
13.a.	Comment pending traffic consultant review.
13.b.	Comment pending traffic consultant review.
13.c.	Comment addressed. Traffic analysis concerning the above will be submitted at site plan/rezoning.
14.	Section 7 Affordable Housing: Provide further analysis/justification on how the project relates to City and County Comprehensive Plan elements related to affordable housing.
14.a.	Comment not addressed. Instead of providing further justification/analysis referencing the City's goals/policies/objectives, the applicant has restated the County's policy. Revise section to address comment above.
14.b.	Comment addressed.
15.	Section 7 Affordable Housing: Correct name of City Department "Community Development Department" to "Housing and Legislative Affairs Department".
15.a.	Comment not addressed.
15.b.	Comment addressed.
16.	Section 8. Land Use Compatibility: FLU Policies that are listed (such as 1.2.4) and

Development Plan Application Comments

	explanations do not sufficiently explain how the redevelopment of the site furthers the intent of the future land use element. Provide additional justification in the application as to why the proposed FLU designation is the most appropriate FLU for the subject property. Identify specific FLU goals, policies, or objectives, or other measures that have or will be utilized to ensure land use compatibility.
16.a.	Comment addressed. The explanations provided for some of the City policies do not apply or are not sufficient to the proposed scope. For example, the explanation provided on page 22 for FLU 1.0 lists COVID as justification for need of more housing in the City, which does not directly respond to development/redevelopment achieves functional mix of uses. Response should emphasize how it achieves mix of uses through redevelopment. Provide sufficient explanation for FLU 1.2.1 as it refers to another section within report. While references to plan sheets may be used to point to specific example or visual representation, the explanation for FLU 1.7.3 must sufficiently respond to each criteria listed in more detail as to how the scope of work complies. References to other sections without explanation is not sufficient to address comment.
16.b.	Comment partially addressed. Comment above references Section 14. The revisions were not made to FLU 1.0 and "Comprehensible" must be revised to "Comprehensive" if referencing Comprehensive Plan.
16.c.	Comment addressed.
17.	Section 13. Provide additional FLU Goals, Policies, and Objectives and explanation/justification that are applicable to the proposed scope of work.
17.a.	Comment not addressed.
17.b.	Comment addressed.
18.	Exhibits: There are exhibits listed on page ii that are missing from the report. Ensure all exhibits are attached as required.
18.a.	Comment addressed.
19.	Exhibit B: Location Map. Revise map to provide label distinguishing address of each subject parcel.
19.a.	Comment addressed.
20.	Exhibit C: Include Future Land Use Map legend.
20.a.	Comment addressed.
21.	Exhibit D: Include Future Land Use Map legend. Ensure the correct future land use category proposed as provided in the Comprehensive Plan.
21.a.	Comment partially addressed. Revise map to demonstrate property as hatched within dashed line as it will no longer be a Commercial land use. Ensure number of proposed du/a is in circle.
21.b.	Comment partially addressed. Add the proposed dwelling units/acre in a circle (21.82) on the map.
21.c.	Comment addressed.
22.	Exhibit I: Municipal Park Summary. Revise exhibit to include the updated table provided by staff.
22.a.	Comment addressed.
23.	Exhibit J: Provide updated traffic analysis upon resubmittal.
23.a.	Comment partially addressed. Provide most up to date analysis upon resubmittal.
23.b.	Comment not addressed. Traffic analysis must include revised table per Traffic Consultant review.
23.c.	Comment addressed.
24.	Exhibit O: Conceptual Master Plan: Provide proposed setbacks of existing and

Development Plan Application Comments

	proposed uses, FAR, internal sidewalks and connections, and other data relevant to this Land Use Plan Amendment as staff must review compliance with the requirements as provided for the land use per the Comprehensive Plan.
24.a.	Comment partially addressed. See comments in Table C above.
24.b.	Comment addressed.



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Land Use Plan Amendment (Hillsboro Blvd and I-95)	Application No.:	#65A
Reviewer Name:	Alfonso Orellana		
Department / Division:	Environmental Services		
Position:	Plans Review Engineer		
Date of Review:	2021-05-11		
Submittal No.:	3		

A. APPLICATION / GENERAL COMMENTS:

1.	Add language at end of section D. Drainage Analysis 1. (a)..., <i>if available, legal offsite discharge.</i>
1.a	COMMENT NOT ADDRESSED
1.b	COMMENT ADDRESSED. Language added.
2.	Add language at end of section D. Drainage Analysis 1. (a)... <i>and the City of Deerfield Beach Ordinance Sec. 98-83. - Grades and elevations. Match the highest resulting elevation.</i>
2.a	COMMENT ADDRESSED
3.	Remove site-specific elevations data that is not substantiated by a signed and sealed and permitted Drainage Calculations Report. Add language at end of section D. Drainage Analysis 2. <i>Proposed Finish Floor Elevation will be set at the highest elevation established by the criteria outlined above.</i>
3.a	COMMENT ADDRESSED
4.	Add language at end of section D. Drainage Analysis 4. <i>There is an existing SFWMD permit for the eastern parcel; Application #:900713-5, Permit # 06-00426-S-08 which, if impacted by the proposed development, will require a modification.</i>
4.a	COMMENT ADDRESSED
5.	In support of the statement contained under Section 6. Analysis of Natural and Historical Resources, item H, add a reference to an exhibit designated: Project Location on Broward County Wellfield Map
5.a	COMMENT ADDRESSED
6.	Include copies of correspondence and electronic messages received from the City of Deerfield Beach in support of statements made in the application.
6.a	COMMENT ADDRESSED

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	G&C HILLSBORO INVESTORS	Application No.:	LUPA -65
Reviewer Name:	CAPTAIN MIKE HEFFERON		
Department / Division:	BSO FIRE PREVENTION		
Position:	CAPTAIN		
Date of Review:	12/10/20		
Submittal No.:	1		

A. APPLICATION / GENERAL COMMENTS:

1.	A complete set of permitted plans must be submitted for review and approval prior to all construction. All permitted plans must document on plans that a certificate of occupancy shall not be issued until the AHJ determines that the building is in compliance with section 118 (TWO WAY RADIO ENHANCEMENT SYSTEM) with Broward County Local Amendments to the Florida Fire Prevention Code 6TH Ed., NFPA 1-Fire Code, Florida Edition 2015, NFPA 101-Life Safety Code, Florida Edition 2015.
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B. SITE PLAN:

1.	SITE PLAN AND CHANGE OF USE IS APPROVED AS SUBMITTED
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Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Land Use Plan Amendment G&C Hillsboro Investors, LLC by Dennis Mele	Application No:	LUPA #65A (CRD)
Reviewer Name:	Cesar E. Osegueda		
Department / Division:	Sustainable Management		
Position:	Code Compliance Spec.		
Date of Review:	12/30/2020		
Submittal No.:			

A. RECYCLING & SOLID WASTE DIVISION:

1.	The above Land Use Plan Amendment Application, located at 600 & 800 W Hillsboro Blvd. Deerfield Beach, FL 33441 has been reviewed by the Sustainable Management Dept. (Recycling and Solid Waste Management) and was found to be Acceptable.
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Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Hillsboro Center	Application No.:	LUPA# 65A
Reviewer Name:	Mo Gopalakrishna, PE, PTOE.	Project Address:	SE Corner of Hillsboro Blvd & I-95
Department/Division:	Consultant		
Position:	Sr. Traffic Engineer		
Date of Review:	May 10, 2021		
Submittal No.:	3		

A. METHODOLOGY / GENERAL COMMENTS:

METHODOLOGY / GENERAL COMMENTS:	
1.	Traffic Engineer needs to submit a methodology to reviewer to address the City of Deerfield Beach Land Development Code Section 98-17 (2) Adequacy of local transportation network. A site-specific traffic study showing the impact upon the local transportation network shall be automatically required for any development generating in excess of 500 trips per day. Replace the provided Traffic Impact Statement to a Traffic Impact Study.
1.a.	Comment Pending. Reviewer working with Applicant's Traffic Engineer on Methodology and detailed Traffic Impact Study.
1.b.	Response acknowledged. To be addressed during site plan submittal. Applicant's Traffic Engineer to provide updated Methodology prior to that.
2.	Under F. Traffic Circulation Analysis , three east-west and three north-south roadways were selected. How were these roadway segments selected? What is the radius of influence and how were these roadway segments selected? Analysis should include major intersections analysis within the radius of influence.
2.a.	Comment Pending. Reviewer working with Applicant's Traffic Engineer on Methodology and detailed Traffic Impact Study.
2.b.	Response acknowledged. To be addressed during site plan submittal.
3.	Applicant is proposing 242,000 Square Feet of Office Space and 360 Mid Rise Apartments, and mentioned the sustainability benefits in terms of proximity to nearby employment centers. Yet there were no TOD measures proposed to improve existing sidewalks and existing bike lanes, including any shuttle/bus services (including bus shelters, benches, etc.) and their connectivity to employment centers and Tri-rail station. Please clarify what TOD measures would be implemented to make it a walkable-bikeable environment (upgrade existing sidewalks to be wider possibly shared use paths, decorative LED lighting, Green bike lanes in vehicular conflict areas, special emphasis crosswalks, etc.) adjacent to Interstate 95. Include a concept plan for TOD improvements.
3.a.	Comment Pending. Reviewer working with Applicant's Traffic Engineer on Methodology and detailed Traffic Impact Study.
3.b.	Response acknowledged. To be addressed during site plan submittal.

Development Plan Application Comments

4.	Confirm if parking will be contained onsite and appropriate parking accommodations (per code) will be made onsite (parking garage, surface parking).
4.a.	Comment Pending. Reviewer working with Applicant's Traffic Engineer on traffic impact study. Anticipate that parking will be addressed as part of site plan updates based on development land use intensities.
4.b.	Response acknowledged. To be addressed during site plan submittal.
5.	Please include data collection along W Hillsboro Blvd to include section to the west all the way to Military Trail, and to the east all the way to US 1, to capture the potential traffic impacts from the proposed development. (Methodology comment)
5.a.	Comment Pending.
5.b.	Response acknowledged. To be addressed during site plan submittal.
6.	Traffic Impact area will include an approx. 1-to-1.5-mile radius from the site with focus on impacts to main intersections along Hillsboro Blvd. between Military Trail and US 1. Please also include the following intersections, in addition to the three intersections that applicant has included. Include a map layout of all intersections that will be included. (Methodology comment). • W. Hillsboro Boulevard and N Military Trail (Signal) • W. Hillsboro Boulevard and Goolsby Blvd. (Signal) • W. Hillsboro Boulevard and Jim Moran Blvd. (Signal) • W. Hillsboro Blvd. at I-95 (Signal) SB off Ramp (Signal) • W. Hillsboro Blvd. at I-95 (Signal) NB off Ramp (Signal) • W Hillsboro Blvd at I-95 WB Ramp - Queuing analysis.(free flow) • Fairway Dr at Hillsboro Technology Dr. (Stop) • W. Hillsboro Boulevard and existing right in right out driveway (360' west of SW Natura Boulevard) (Stop) • W. Hillsboro Boulevard and NW 3rd Ave. (Signal) • W. Hillsboro Boulevard and NW 2nd Ave. (Signal) • W. Hillsboro Boulevard and SR 811 (N Dixie Hwy) (Signal) • W. Hillsboro Boulevard and NE 2nd Ave. (Signal) • W. Hillsboro Boulevard and NE 6th Ave. (Signal) • W. Hillsboro Boulevard and US 1 (Signal)
6.a.	Comment Pending.
6.b.	Response acknowledged. To be addressed during site plan submittal. Include the following agreed upon intersections to the Methodology for evaluation. 1. W. Hillsboro Boulevard and N Military Trail (Signal) 2. W. Hillsboro Boulevard and Jim Moran Blvd. (Signal) 3. W. Hillsboro Blvd. at I-95 (Signal) SB off Ramp (Signal) 4. W. Hillsboro Blvd. at I-95 (Signal) NB off Ramp (Signal) 5. W Hillsboro Blvd at I-95 WB Ramp - Queuing analysis. (free flow) 6. W. Hillsboro Boulevard and existing right in right out driveway (360' west of SW Natura Boulevard) (Stop) 7. W. Hillsboro Boulevard and Fairway Dr./SW Natura Blvd (signal) 8. W. Hillsboro Boulevard and SR 811 (N Dixie Hwy) (Signal) 9. Natura Blvd and South Project Driveway/Natura Ave (stop control) 10. Natura Blvd and SW 10th Street (signalized)

Development Plan Application Comments

B.

TRIP GENERATION:	
1.	Applicant's Traffic Engineer shows on Table 3a (Trip Generation Summary) that there will be a net reduction of 4,126 daily trips (driveway), reduction of 1,253 daily trips (external), reduction of 110 PM peak hour trips, on the adjacent roadway network with LUPA from General Commercial to Mixed-Use Residential Development occurs. Clarify on how negative trips would occur as it pertains to trips on the streets today and what it would be when the development occurs? Specify if the development is phased and the ultimate buildout year?
1.a.	Comment Pending. Reviewer working with Applicant's Traffic Engineer on Methodology and detailed Traffic Impact Study.
1.b.	Response acknowledged. To be addressed during site plan submittal.
2.	Table 3a, 3b. Per ITE, include the rates (or equations) used to compute the total daily trips, total AM and total PM Peak Hour Trips. Also include the percentages for inbound and outbound traffic during AM and PM Peak hours. When resubmitting, please email trip generation spreadsheet computations to reviewer Mo Gopalakrishna at mgopalakrishna@cpc-eng.com
2.a.	Comment Pending. Reviewer working with Applicant's Traffic Engineer on Methodology and detailed Traffic Impact Study.
2.b.	Response acknowledged. To be addressed during site plan submittal.
3.	Table 3a. Please clarify how the negative 34% pass-by trips were calculated.
3.a.	Comment Pending. Reviewer working with Applicant's Traffic Engineer on Methodology and detailed Traffic Impact Study.
3.b.	Response acknowledged. To be addressed during site plan submittal.
4.	Please provide missing Table 1-Trip Generation Analysis. (Methodology comment)
4.a.	Comment Pending.
4.b.	Response acknowledged. To be addressed during site plan submittal. Applicant's traffic engineer did not include trip generation analysis per his response. Include the same as a part of the updated Traffic Impact Study Methodology, to be resubmitted to reviewer.

C.

TRIP DISTRIBUTION AND TRIP ASSIGNMENT:	
1.	Table 4a, 4b list percent distribution and trips. For reviewer to better understand, please clarify and include a figure to show Trip distribution percentages and trips to and from the project site. Also show in the same figure how and where the negative trips shown in the tables will occur? What would be trips (daily and PM peak hour trips) be for existing and future conditions?
1.a.	Comment Pending. Reviewer working with Applicant's Traffic Engineer on Methodology and detailed Traffic Impact Study.
1.b.	Response acknowledged. To be addressed during site plan submittal.
2.	Since a model won't be utilized, trip distribution percentages should be determined from existing FDOT traffic volumes along Hillsboro Blvd, and the main FDOT N-S roadways Military Trail, I-95, SR 811 (Dixie Hwy) and US 1. Include a map layout of the trip distribution percentages. (Methodology comment)
2.a.	Comment Pending.
2.b.	Response acknowledged. To be addressed during site plan submittal.

Development Plan Application Comments

D.

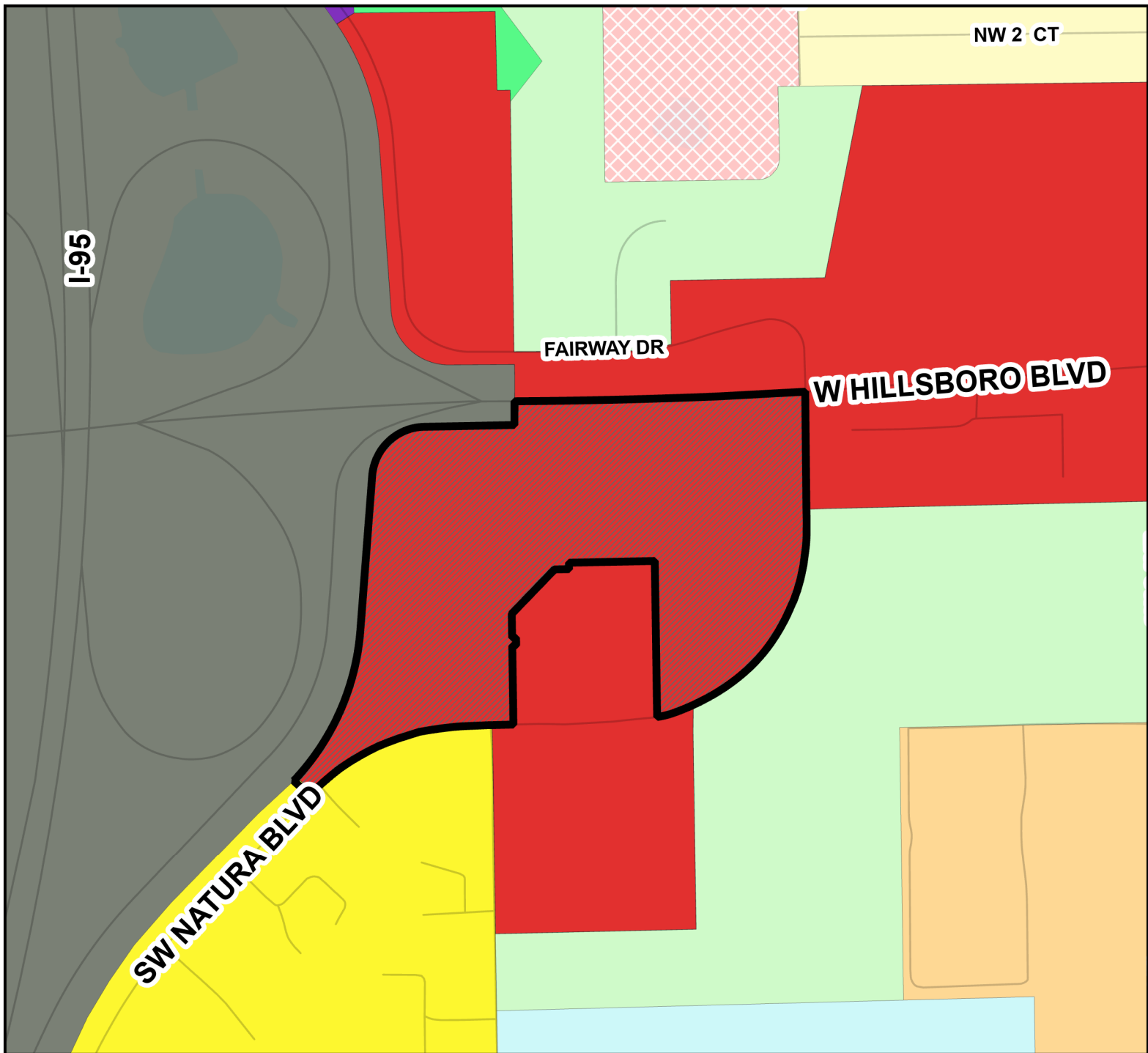
TRAFFIC ANALYSIS:	
1.	In reviewing Table 1a (Existing Daily Volumes- 2019 – show LOS F) and Table 2a (Future Daily Volumes-2024/2040 – LOS C), the Year 2024/2040 forecasted daily traffic volumes are lower than existing 2019 daily traffic volumes. Likewise, Table 1b (Existing PM Peak Volumes- 2019– show LOS F) and Table 2b (Future PM Peak Volumes-2024/2040– LOS C), shows reduction as well. Typically forecasted volumes are higher than existing traffic volumes. It is the opposite and shows a reduction of 6400 vehicles per day (608 vehicles PM peak hour). Are these traffic volume projections and LOS accurate? Please rerun planning model to confirm accuracy of forecasted traffic volumes? Currently there are vehicular backups and it would only get worse for 2024/2040 peak hour conditions due to the proximity to interstate 95. As part of traffic study, include to the project development trips, existing and committed development trips from adjacent developments within the influence area. Provide LOS analysis for roadway segments and intersections, for existing and future conditions.
1.a.	Comment Pending. Reviewer working with Applicant's Traffic Engineer on Methodology and detailed Traffic Impact Study.
1.b.	Response acknowledged. To be addressed during site plan submittal.
2.	Tables 2a, 2b, indicate Roadway Segments along Military Trail (1. SW 10 th to Hillsboro, 2. Hillsboro to County Line), along Dixie Highway (Hillsboro to County Line), and SW 10 th Street (Military Trail to I-95) would operate at LOS F for 2040 traffic conditions. Please include a traffic assignment figure of daily trips and PM Peak Hour trips that would traverse along these roadway segments?
2.a.	Comment Pending. Reviewer working with Applicant's Traffic Engineer on Methodology and detailed Traffic Impact Study.
2.b.	Response acknowledged. To be addressed during site plan submittal.
3.	Indicate what are the existing and proposed access points to the development, along Hillsboro Blvd. and Natura Blvd. Include it in a figure. Indicate type of access anticipated – 1) Right-in Right-out, 2) Directional Median Opening, 3) Full Access.
3.a.	Comment Pending. Reviewer working with Applicant's Traffic Engineer on Methodology and detailed Traffic Impact Study.
3.b.	Response acknowledged. To be addressed during site plan submittal.
4.	Methodology needs to indicate which of the intersections (project access points/driveways and major intersections) would require to be analyzed using Synchro Software for existing and proposed conditions. Address existing queuing issues/peak hour backups from I-95 ramps, into Natura Blvd, which would get worse with proposed development. Also include impacts to Natura Blvd/SW 10 th St intersection. A summary of the LOS results and 95 th percentile Queues need to be included. Intersections should be LOS D or better.
4.a.	Comment Pending. Reviewer working with Applicant's Traffic Engineer on Methodology and detailed Traffic Impact Study.
4.b.	Response acknowledged. To be addressed during site plan submittal.
5.	There are 5 access points per Site Plan 1 access along Hillsboro Blvd., and 4 accesses along Natura Blvd. Include the percent trip distribution in and out of these five access points. Also analyze these access points as unsignalized intersection and check if they meet or exceed LOS D for peak hour evaluation. (Methodology comment)

Development Plan Application Comments

5.a.	Comment Pending.
5.b.	Response acknowledged. To be addressed during site plan submittal.
6.	All intersections (signalized and unsignalized) shall meet or exceed LOS D for peak hour evaluation. Include 95th percentile queuing analysis for all intersections. Turn lane storage recommendations should be based on it. (Methodology comment)
6.a.	Comment Pending.
6.b.	Response acknowledged. To be addressed during site plan submittal.
7.	Clarify future conditions year? Is it the same as project buildout year (2024)? (Methodology comment)
7.a.	Comment Pending.
7.b.	Response acknowledged. To be addressed during site plan submittal.
8.	Confirm with Broward County Traffic Engineering Division (BCTED) if existing signal cycle length can be revised based on future traffic demands, since the signal system could be part of an east-west coordinated system along Hillsboro Blvd and may affect the progression and green bandwidth of adjacent signal network. (Methodology comment)
8.a.	Comment Pending.
8.b.	Response acknowledged. To be addressed during site plan submittal.

E.

RECOMMENDATIONS:	
1.	Applicant should include a section to the Traffic Study with specific recommendations and mitigation measures to address reviewer comments and next steps for Site plan improvements.
1.a.	Comment Pending. Reviewer working with Applicant's Traffic Engineer on Methodology and detailed Traffic Impact Study.
1.b.	Response acknowledged. To be addressed during site plan submittal.



Future Land Use Categories

- Number in Circle = Maximum DU/AC
- Dashed-Line Area
 - Community Facility
 - Commercial
 - Commercial 2
 - Conservation
 - Employment Center
 - Historic Place
 - Industrial
 - Local Activity Center
 - Office Park
 - Residential Moderate (10 DU/AC)
 - Residential Medium (15 DU/AC)
 - Residential Medium (16 DU/AC)
 - Residential High (25 DU/AC)
 - Residential Low (5 DU/AC)
 - Recreation Commercial
 - Residential Irregular
 - Recreation Open Space
 - Transportation
 - TOD
 - Utility
 - Water
 - Subject Area

Existing Future Land Use Map 600 & 700 W Hillsboro Blvd. LUPA #65A



0 250 500 Feet

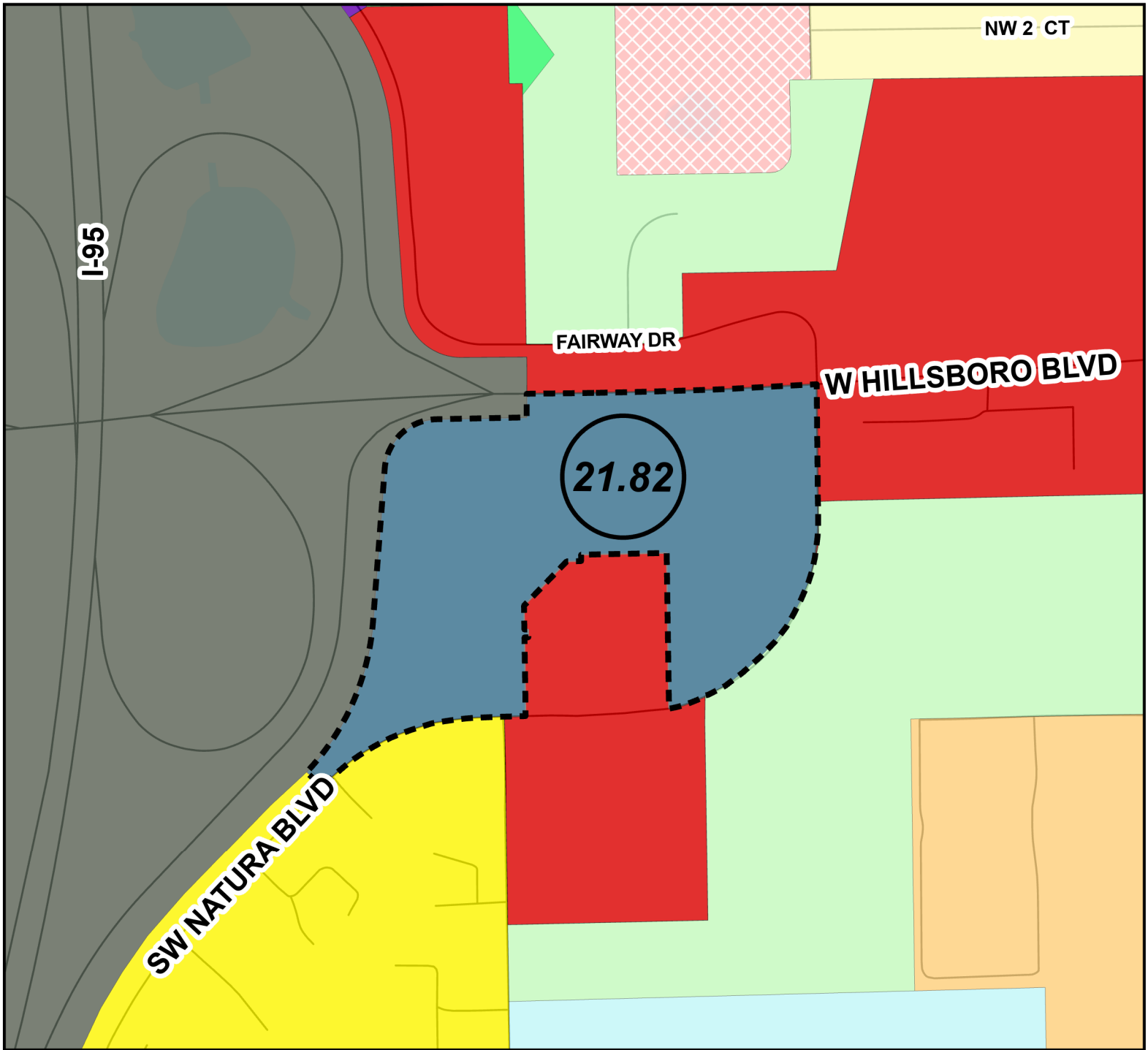


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Planning & Development Services
Published 5-18-2021

DISCLAIMER

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Future Land Use Categories

- Number in Circle = Maximum DU/AC
- Dash Line Area
 - Commercial
 - Commercial 2
 - Community Facility
 - Conservation
 - Employment Center
 - Historic Place
 - Industrial
 - Local Activity Center
 - Mixed Use-Residential Medium-High (25 DU/AC)
 - Office Park
 - Recreation Commercial
 - Recreation Open Space
 - Residential High (25 DU/AC)
 - Residential Irregular
 - Residential Low (5 DU/AC)
 - Residential Medium (15 DU/AC)
 - Residential Medium (16 DU/AC)
 - Residential Moderate (10 DU/AC)
 - TOD
 - Transportation
 - Utility
 - Water
 - Subject Area

Proposed Future Land Use Map 600 & 700 W Hillsboro Blvd. LUPA #65A



0 250 500 Feet



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For Office Use Only

Date: _____

Application _____

Nos.: _____



DISCLOSURE AFFIDAVIT

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

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

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

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

(Attach additional sheets as needed for each item.)

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

Bernie Parness \$1,000.00 8/28/2020

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

- 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, Anuj Grover, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature

Date

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

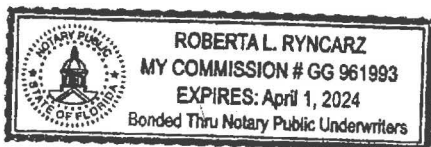
notarization, this 14th day of July, 2021 by

Anuj Grover (Affiant), who is personally

known to me or has produced _____ identification.

My commission expires: 4-1-24

Commission No.: GG 961993



Roberta L. Ryncarz
(Signature of Notary Public - State of Florida)

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



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.

Bernie Parness \$500.00 1/19/2021

Todd Drosky \$500.00 12/23/2020

Michael Hudak \$500.00 2/5/2019

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

None

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.)

- _____
- _____
- _____
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, Dennis D. Mele, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

D. D. Mele
Signature

6/3/2021

Date

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

notarization, this 3 day of June, 2021 by

_____ (Affiant), who is personally

known to me or has produced _____ identification.

My commission expires: 2/23/2024

Commission No.: GG939792



Kim Nicole Santiago

(Signature of Notary Public, State of Florida)
Expires: Feb. 23, 2024
Bonded Thru Aaron Notary

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

**HILLSBORO CENTER
APPLICATION FOR AMENDMENT TO
CITY OF DEERFIELD BEACH
LAND USE PLAN**



GROVER CORLEW

**December 2020
Revised January 2021
March 2021
April 2021
May 2021**

CONSULTANT TEAM

Architect/Site Planner: Juan Caycedo, AIA
RLC Architects

Civil Engineer: Clifford R. Loutan, P.E.
SunTech Engineering, Inc.

Legal: Dennis D. Mele, Esquire
Greenspoon Marder LLP

Planner: Cynthia A. Pasch, AICP
Greenspoon Marder LLP

Traffic Engineer: Joaquin E. Vargas, P.E.
TrafTech Engineering

TABLE OF CONTENTS

	<u>PAGE</u>
1. TRANSMITTAL INFORMATION	1
2. APPLICANT INFORMATION.....	2
3. AMENDMENT SITE DESCRIPTION	3
4. EXISTING AND PROPOSED USES	3
5. ANALYSIS OF PUBLIC FACILITIES AND SERVICES.....	6
6. ANALYSIS OF NATURAL AND HISTORIC RESOURCES	16
7. AFFORDABLE HOUSING	18
8. LAND USE COMPATIBILITY.....	20
9. HURRICANE EVACUATION ANALYSIS	22
10. REDEVELOPMENT ANALYSIS	22
11. INTERGOVERNMENTAL COORDINATION.....	22
12. PUBLIC PARTICIPATION	22
13. DESCRIBE CONSISTENCY WITH HIGHLIGHTED REGIONAL ISSUES AND POLICIES OF THE BROWARD COUNTY LAND USE PLAN	23
14. CONSISTENCY WITH GOALS, OBJECTIVES AND POLICIES WITH THE CITY OF DEERFIELD BEACH LAND USE PLAN.....	26
15. PLAN AMENDMENT COPIES	35

EXHIBITS

Exhibit A	Survey of Subject Property
Exhibit B	Location Map
Exhibit C	Current Land Use Plan Designation
Exhibit D	Proposed Land Use Plan Designation
Exhibit E	Potable Water Service Correspondence
Exhibit F	Sanitary Sewer Service Correspondence
Exhibit G	Solid Waste Service Correspondence
Exhibit H	Drainage Service Correspondence
Exhibit I	Municipal Park Summary
Exhibit J	Traffic Analysis
Exhibit K	Mass Transit Service Correspondence
Exhibit L	Public School Impact Analysis
Exhibit M	State of Florida Review
Exhibit N	Affordable Housing Analysis
Exhibit O	Conceptual Master Plan

1. TRANSMITTAL INFORMATION

- A. Letter of transmittal from municipal mayor or manager documenting that the local government took action by motion, resolution or ordinance to transmit a proposed amendment to the Broward County Land Use Plan, including the date that the local governing body held the transmittal public hearing. Please attach a copy of the referenced motion, resolution or ordinance. The local government's action to transmit must include a recommendation of approval, denial or modification regarding the proposed amendment to the Broward County Land Use Plan.**

To be provided.

- B. Name, title, address, telephone number and e-mail address of the local government contact person.**

Eric M. Power
City of Deerfield Beach
150 Northeast Second Avenue
Deerfield Beach, FL 33441
Telephone: (954) 480-4211
E-mail: epower@deerfield-beach.com

- C. Summary minutes from both the local planning agency and the local government public hearings of the transmittal of the Broward County Land Use Plan Amendment.**

To be provided.

- D. Description of public notification procedures followed for the amendment by the local government, including notices to surrounding property owners, advertisements in local publications, signage at proposed site, etc.**

According to the City of Deerfield Beach Code of Ordinances, notice of the public hearings for a land use plan amendment is provided in a local newspaper. In addition, a sign including the public hearing notice, will be placed on the Subject Property and individual notice will be mailed to surrounding property owners within 500 feet of the subject property.

- E. Whether the amendment is one of the following:**

- *Development of Regional Impact**
- *Small-scale development (per Chapter 163.3187 Florida Statutes)**
- *Emergency (please describe on separate page)**

The amendment does not qualify as any of the listed developments.

2. APPLICANT INFORMATION**A. Name, title, address, telephone number and e-mail address of the applicant.**

G&C Hillsboro Investors, LLC
1499 West Palmetto Park Road, Suite 415
Boca Raton, Florida 33486
Contact: David Canfield
Telephone: (954) 516-7002
E-mail: david.canfield@grovercorlew.com

B. Name, title, address, telephone number and e-mail address of the agent.

Greenspoon Marder LLP
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301
Contact: Dennis D. Mele, Esq.
Telephone: 954-527-2409
Facsimile: 954-333-4009
E-mail: dennis.mele@gmlaw.com

C. Name, title, address, telephone number and e-mail address of the property owner(s).

G&C Hillsboro Investors, LLC
1499 West Palmetto Park Road, Suite 415
Boca Raton, Florida 33486
Contact: David Canfield
Telephone: (954) 516-7002
E-mail: david.canfield@grovercorlew.com

D. Applicant's rationale for the amendment. The Planning Council requests a condensed version for inclusion in the staff report (about two paragraphs).

The Subject Property is located at the southwest quadrant of I-95 and Hillsboro Boulevard. The City of Deerfield Beach Land Use Plan and Broward County Land Use Plan designate the Subject Property as Commercial and Commerce, respectively. Multiple independent office buildings are currently developed on the Subject Property. The Hillsboro Technology Center which is located to the north was recently completed and the commercial uses to the east are in the process of undergoing renovation. This proposed amendment will provide for additional redevelopment in the area and the addition of residential units in the Hillsboro Boulevard corridor. These residential units are needed to accommodate expected population growth in the City. This is an ideal location for additional residential development because it will allow for residents to live in close proximity to major employment centers in the City such as JM Family Enterprises, Broward County North Courthouse, Hillsboro Technology Center and the office buildings on the Subject Property.

Most development in the City was designed in the traditional suburban development pattern where residential and non-residential uses were separated on different parcels. The requested land use plan designation and the resulting mixed-use development provides for an opportunity for a horizontally mixed use development and a more efficient and sustainable use of land. The amendment supports the City's goals of sustainable development by providing for redevelopment and development activities in an area that has adequate public facilities to accommodate the proposed development. In addition, the proposed safe pedestrian paths will connect the proposed uses and will connect the Subject Property to the parks, schools, government facilities, employment opportunities and commercial establishments in the area that will further reduce the number of trips made with a personal vehicle and promote a more sustainable development.

3. AMENDMENT SITE DESCRIPTION

A. Concise written description of the general boundaries and gross acreage (as defined by BCLUP) of the proposed amendment.

The Subject Property is located at the southeast quadrant of I-95 and Hillsboro Boulevard in the City of Deerfield Beach. The gross acreage of the Subject Property, as confirmed by the Broward County Planning Council, is 16.5 acres.

B. Sealed survey, including legal description of the area proposed to be amended.

A survey of the Subject Property is provided as **Exhibit A**.

C. Map at a scale clearly indicating the amendment's location, boundaries and proposed land uses.

A location map is provided as **Exhibit B**. The Subject Property consists of three (3) separate parcels identified by the Broward County Property Appraiser. Each parcel number is identified on **Exhibit B**. The proposed use of the Subject Property is office and multi-family residential. The Subject Property contains approximately 14 net acres and approximately 16.5 gross acres.

4. EXISTING AND PROPOSED USES

A. Current and proposed local and Broward County Land Use Plan designation(s) for the amendment site. If multiple land use designations, describe gross acreage within each designation. For Activity Center amendments, the proposed text indicating the maximum residential and non-residential uses must be included.

The gross acreage for each existing and proposed land use plan designation on the Property is provided below.

	Broward County	City of Deerfield Beach
Current	Commerce	Commercial
Proposed	11.0 acres of Commerce in a Dashed Line Area and 5.5 acres of Irregular (21.82) Residential in a Dashed Line Area – (“Commerce and Irregular Residential in a Dashed Line Area”)	Medium-High 25 Mixed Use - Residential

The current City land use plan designation for the Subject Property is depicted on **Exhibit C**. The proposed City land use plan designation is depicted on **Exhibit D**.

The Medium-High 25 Mixed Use – Residential land use plan designation provided specific densities and intensities for the mix of land uses allowed in this land use plan category. Specifically, Medium-High 25 Mixed Use – Residential permits up to 25 residential dwelling units per gross acre and a FAR of 2.0 for combined residential and nonresidential development. The table below documents an FAR of 1.16 for the proposed development. Further, a minimum of two uses are required within the development and each use must comprise a minimum of 10 percent of the development. In this case residential and office uses are proposed and the uses represent approximately 38% and 19% of the total development, respectively. Finally, residential development is a required use. The tables below demonstrates that the proposed development will comply with these requirements of the Medium-High 25 Mixed Use – Residential land use category.

Proposed Use	Square Footage of Use	FAR Based on Net Site Area*
Residential	466,280 sq. ft.	.76
Office	242,000 sq. ft.	.40
Total	708,280 sq. ft.	1.16

*Net Site Area = 14 acres x 43,560 sq. ft./acre = 609,840 sq. ft.

Proposed Use	Percentage of Use	Square Footage of Use
Residential	38.23%	466,280 sq. ft.
Office	19.84%	242,000 sq. ft.
Total	58.07%*	708,280 sq. ft.

*Total percentage based on FAR 2.0 for Combined Development (Based on Net Area) = 1,219,680 sq. ft.

Proposed Use	Gross Acres	Density
360 Residential Units	16.5	21.82 dwelling units/acre

B. Indicate if the flexibility provisions of the Broward County Land Use Plan have been used for the amendment site or adjacent areas.

The flexibility provisions of the Broward County Land Use Plan have not been used for areas adjacent to the Subject Property.

C. Existing use of amendment site and adjacent areas.

Amendment Site: Office

Adjacent Properties: North: Hotel, Hillsboro Technology Center
 South: Single Family, Multi-Family, Office, Hotel
 East: Commercial, City Park
 West: I-95

D. Proposed use of the amendment site including proposed square footage (for analytical purposes only) for each non-residential use and/or dwelling unit count. For Activity Center amendments, also provide the existing square footage for each non-residential use and existing dwelling unit count within the amendment area.

The proposed use of the Subject Property is approximately 360 residential units and 242,000 square feet of office use.

The Medium-High 25 Mixed Use – Residential designation in the City land use plan permits up to 25 dwelling unit per gross acre and a FAR of 2.0 for the combined components of the development. The residential density shall not exceed the units per acre and the floor area ratio permitted. A minimum of two uses are required within the development and a minimum percentage of 10 percent for any one use. Residential development is a required use. The Mixed Use categories may be applied to parcels up to fifty gross acres in size. The proposed amendment complies with these requirements because the development plan includes two uses: one residential and one nonresidential. The FAR is less than 2 and the residential use does not exceed 25 dwelling unit/acre.

E. Maximum allowable development per adopted and certified municipal land use plans under existing designation for the site, including square

footage/floor area ratio/lot coverage/height limitations for each non-residential use and/or dwelling unit count.

The Subject Property is designated for commercial use, the maximum allowable development based on the commercial land use plan designation is a FAR of 1.0 (page 53 of the Future Land Use Element). This floor area ratio would permit a total of 718,740 square feet of commercial use. The Future Land Use Element does not address maximum height in the commercial category. In order to provide for a more realistic analysis of this application, the impacts of the existing land use plan designations are analyzed based on 165,000 square feet of commercial use.

The majority of the Subject Property is platted and the plat note restrictions are provided in the table below along with the approximate existing and proposed building square footage for each of the plats. The Applicant will process a plat note amendment for both plats in conjunction with the proposed site plan and prior to a request for a building permit.

Plat	Use Restriction	Existing Use and Square Footage	Proposed Use and Square Footage
Crocker South	125,000 Office	116,000 office	45,000 office 116,250 office
Hillsboro I-95	Non-residential	60,622 39,242	360 apartments 25,000 office 53,422 office

5. ANALYSIS OF PUBLIC FACILITIES AND SERVICES

The items below must be addressed to determine the impact of an amendment on existing and planned public facilities and services. Provide calculations for each public facility and/or service. If more than one amendment is submitted, calculations must be prepared on an individual and cumulative basis.

A. Potable Water Analysis

- 1. Provide the potable water level of service per the adopted and certified local land use plan, including the adoption date of the 10 Year Water Supply Facilities Plan.**

The City's 10 Year Water Supply Facilities Work Plan is dated March, 2015. The adopted level of service for potable water service as specified in the Utilities Element of the City of Deerfield Beach Comprehensive Plan is as follows:

- 265 gallons per person per day for maximum system-wide service, including nonresidential demands
 - 175 gallons per person per day for average annual residential service
 - 224 gallons per person per capita day on an average day basis
2. **Identify the potable water facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant capacity expansions, including year and funding sources. Identify the wellfield serving the area in which the amendment is located including the South Florida Water Management District (SFWMD) permitted withdrawal and expiration date of the SFWMD permit.**

The City's potable water system consists of raw water supply, water treatment and distribution.

Plant Capacity:

The current plant capacity for the City's West Water Treatment Plant is 21.0 MGD. Past potable water demands from 2019 through 2013 indicate average day demands ranging from 9.05 MGD to 10.03 MGD. Average day water demands for the City's water service area are projected to be 10.01 MGD in 2020 and 10.35 MGD in 2030.

Wells:

The City owns 14 wells in the East and West wellfields with a combined pumping capacity of 37.3 MGD. The City's raw water annual permitted allocation cannot exceed 5,165 MG from a combination of the Biscayne Aquifer (4,347 MG/year, -11.9 MGD), and the Upper Floridian Aquifer (1,460 MG/year; 4 MGD). The City's wellfield withdrawal rates are authorized in SFWMD WUP, No 06- 00082-W. The expiration date of the permit is March 14, 2029. Furthermore, the City has an agreement with the Broward County Water & Wastewater Service for receiving an additional 0.59 MGD of raw water from Biscayne Aquifer.

3. **Identify the net impact on potable water demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.**

Current Land Use Plan Designation: Commercial (City), Commerce (County)		
Development Intensity	Generation Rate*	Demand
165,000 sq. ft. commercial	37 GPD/1,000 sq. ft.	6,105 GPD
Proposed Land Use Plan Designation: Medium-High 25 Mixed Use - Residential (City) Commerce and Irregular Residential in a Dashed Line Area (County)		
Development Intensity	Generation Rate*	Demand
242,000 sq. ft. office	42 GPD/1,000 sq. ft.	10,164 GPD
360 midrise	141 GPD/Unit	50,760 GPD
	Net Change: +54,819 GPD	

* Broward County Guidelines for Determining Ability to Provide Potable Water and Wastewater Service.

4. **Correspondence from potable water provider verifying the information submitted in items 1-3 above. Correspondence must contain name, position and contact information of party providing verification.**

See correspondence provided as **Exhibit E**.

B. Sanitary Sewer Analysis

1. **Provide the sanitary sewer level of service per the adopted and certified local land use plan.**

The adopted level of service for potable water service in the City as specified in the Utilities Element of the City of Deerfield Beach Comprehensive Plan is 126 gallons average annual daily flow per capita of permanent population.

2. **Identify the sanitary sewer facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant capacity expansions, including year and funding sources.**

The Subject Property is located in the service area of the Broward County North Regional Wastewater Treatment Plant ("NRWT"). NRWT is presently servicing the Subject Property and can provide sanitary sewer services to the Subject Property from the existing facilities. Wastewater

flow projections for the NRWT were obtained from Broward County Sanitary Sewer Element of the Comprehensive Plan. In the short range (2020) the City of Deerfield Beach projected demand is 7.4 MGD and in the long range (2030) the projected demand is 8.0 MGD. The plant capacity of 95 MGD is projected to serve the needs of all the large users including the City of Deerfield Beach through the year 2040. The current plus committed demand on plant capacity is 75.03. The available plant capacity is 19.97 MGD. The wastewater projections for the City of Deerfield Beach wastewater large user agreement are not impacted by this amendment because the Subject Property is serviced directly by Broward County Utilities.

3. **Identify the net impact on sanitary sewer demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot* or dwelling unit.**

Current Land Use Plan Designation: Commercial (City), Commerce (County)		
Development Intensity	Generation Rate*	Demand
165,000 sq. ft. commercial	37 GPD/1,000 sq. ft.	6,105 GPD
Proposed Land Use Plan Designation: Medium-High 25 Mixed Use - Residential (City), Commerce and Irregular Residential in a Dashed Line Area (County)		
Development Intensity	Generation Rate*	Demand
242,000 sq. ft. office	34 GPD/1,000 sq. ft.	8,228 GPD
360 midrise	100 GPD/Unit	36,000 GPD
	Net Change: +38,123 GPD	

* Broward County Guidelines for Determining Ability to Provide Potable Water and Wastewater Service.

4. **Correspondence from sanitary sewer provider verifying the information submitted in items 1-3 above. Correspondence must contain name, position and contact information of party providing verification.**

See correspondence provided as **Exhibit F**.

C. Solid Waste Analysis

1. **Provide the solid waste level of service per the adopted and certified local land use plan.**

According to the City's Comprehensive Plan, the adopted level of service for solid waste is 5.41 pounds per capita per day for collection and 7 pounds per day for disposal.

2. **Identify the solid waste facility serving the service area in which the amendment is located including the landfill/plant capacity, current and committed demand on the landfill/plant capacity and planned landfill/plant capacity.**

The City is responsible for solid waste collection services within the City limits. The City doesn't own or operate any solid waste processing facilities. The City contracts with Waste Connections for processing, transportation, and disposal of all the City's municipal waste. The contract does not limit the volume of waste that is processed by Waste Connections. Currently Waste Connections processes 67,000 tons per year from the City. Solid waste is hauled to and processed at Waste Connections' facility in Deerfield. Waste Connections uses the JED landfill in Saint Cloud, Florida. The capacity of the JED Landfill is 383,621 tons per year until the year 2032. The total current permitted capacity of the JED landfill is 53,215,585 tons.

3. **Identify the net impact on solid waste demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot* or dwelling unit.**

Current Land Use Plan Designation: Commercial (City), Commerce (County)		
Development Intensity	Generation Rate*	Demand
165,000 sq. ft. commercial	4 lbs./100 sq. ft./day	6,600 lbs./day
Proposed Land Use Plan Designation: Medium-High 25 Mixed Use - Residential (City) Commerce and Irregular Residential in a Dashed Line Area (County)		
Development Intensity	Generation Rate*	Demand
242,000 sq. ft. office	4 lbs./100 sq. ft./day	9,680 lbs./day
360 midrise	5.41 lbs./Unit/day	1,948 lbs./day
	Net Change: - +5,027 lbs./day	

* City of Deerfield Beach Comprehensive Plan.

4. **Correspondence from the solid waste provider verifying the information submitted as part of the application in items 1-3 above. Correspondence must contain name, position and contact information of party providing verification.**

See correspondence provided as **Exhibit G**.

D. Drainage Analysis**1. Provide the drainage level of service per the adopted and certified local land use plan.**

The adopted level of service standards for drainage facilities as contained in the City of Deerfield Beach Comprehensive Plan are as follows:

- (a) Drainage discharge quantity shall be determined from a three day 25 year design storm. Peak runoff shall not exceed 35 cubic feet per second per square mile. Grades and elevations must match the highest resulting elevation as required by City of Deerfield Beach Ordinance Sec. 98-83, if available, legal offsite discharge.
- (b) Flooding in new structures will be minimized by requiring that first floor elevations be set at, or above, the level of the 100-Year, 3-day Storm Event, the elevation shown on the most recent FEMA Flood Insurance Rate Map, and the elevation shown on the most recent Broward County 100 year Flood Elevation Map.
- (c) Street flooding will be minimized by requiring that street elevations be set at, or above the 10-year, 1-day storm event stage and shall not be below the elevation shown on the most recent Broward County 10 year Flood Insurance Map.
- (d) Wet detention volume shall be provided for the first inch of run-off from the entire development project or the total run-off of 2.5 inches times the percent of imperviousness, whichever is greater to preserve water quality.

2. The elevation for the area depicted on the “100 Year Flood Elevation Map.” Identify the drainage district and drainage systems serving the amendment area.

The Subject Property is located within the jurisdiction limits of South Florida Water Management District. The City of Deerfield Beach is responsible for maintaining the City’s public drainage system and Florida Dept. of Transportation is responsible for the drainage system on Hillsboro Blvd. As stated by the City Engineer in the attached exhibit, the finished floor elevation will be set at the highest elevation established by the criteria outlined above at the time of site plan approval when detailed drainage calculations are provided.

3. Identify any planned drainage improvements, including year, funding sources and other relevant information.

No improvements are planned by the City of Deerfield to serve this Property.

4. **Indicate if a Surface Water Management Plan has been approved by, or an application submitted to, the SFWMD and/or any independent drainage district, for the amendment site.**

Identify the permit number(s), or application number(s) if the project is pending, for the amendment site. If an amendment site is not required to obtain a SFWMD permit, provide documentation of same.

An application for a drainage permit has not been submitted for this land use plan amendment. After development plans are finalized for the Subject Property, an application for a surface water management system permit through South Florida Water Management District and Broward County will be applied for and obtained.

5. **If the area in which the amendment is located does not meet the adopted level of service and there are no improvements planned (by the unit of local government or drainage authority) to address the deficiencies, provide an engineering analysis which demonstrates how the site will be drained and the impact on the surrounding properties.**

The information should include the wet season water level for the amendment site, design storm elevation, natural and proposed land elevation, one hundred year flood elevation, acreage of proposed water management retention area, elevations for buildings, roads and years, storage and runoff calculations for the design storm and estimated time for flood waters to recede to the natural land elevation.

The stormwater management system that will be constructed in conjunction with the proposed development will meet all applicable governmental drainage standards.

6. **Correspondence from local drainage district verifying the information submitted in items 1-5 above. Correspondence must contain name, position and contact information of party providing verification.**

See correspondence provided as **Exhibit H**

E. Recreation and Open Space Analysis

1. **Provide the recreation and open space level of service per the adopted and certified local land use plan.**

The City of Deerfield Beach has adopted a level of service for parks/open space of 3 acres per 1,000 population.

2. **For amendments which will result in an increased demand for “community parks” acreage, as required by the Broward County**

Land Use Plan, an up-to-date inventory of the municipal community parks inventory must be submitted.

See Exhibit I

- 3. Identify the net impact on demand for “community parks” acreage, as defined by the Broward County Land Use Plan, resulting from this amendment.**

The proposed amendment will add 360 multi-family units to the City’s housing stock. Section 98-17 (12) of the City’s Land Development Code provides that the proposed residential density would result in 1.8 persons per household or a total of 648 persons. Based on the requirement of 3 acres per 1,000 population, the proposed amendment generates a demand of 1.9 acres of open space.

- 4. Identify the projected “community parks” acreage needs based on the local government’s projected build-out population.**

According to the City of Deerfield Beach Recreation and Open Space – 2019 Update Table, the buildout population for the City will have a surplus of 118+/- acres of community parks. The City’s population is projected to be 93,188 in 2045 and 279+/- acres are needed for this population. The City’s recreation acreage is projected to be 398+/- acres in 2045.

- 5. As applicable, describe how the local government and/or applicant are addressing Broward County Land Use Plan Policies 2.5.4 and 2.5.5 (a. through e.), regarding the provision of open space.**

This proposed amendment does not result in a loss of open space.

F. Traffic Circulation Analysis

- 1. Identify the roadways impacted by the proposed amendment and indicate the number of lanes, current traffic volumes, adopted level of service and current level of service for each roadway.**

Refer to traffic analysis provided as Exhibit J.

- 2. Identify the projected level of service for the roadways impacted by the proposed amendment for the long range planning horizon. Please utilize average daily and p.m. peak hour traffic volumes per Broward Metropolitan Planning Organization (MPO) plans and projections.**

Refer to traffic analysis provided as Exhibit J.

3. **Planning Council staff will analyze traffic impacts resulting from the amendment. The applicant can provide a traffic impact analysis for the amendment – calculate anticipated average daily and p.m. peak hour traffic generation for the existing and proposed land use designations. If the amendment reflects a net increase in traffic generation, identify access points to/from the amendment site and provide a distribution of the additional traffic on the impacted roadway network for the long-range planning horizon.**

Refer to traffic analysis provided as Exhibit J.

4. **Provide any transportation studies relating to this amendment, as applicable.**

Refer to traffic analysis provided as Exhibit J.

G. Mass Transit Analysis

1. **Identify the mass transit modes, existing and planned mass transit routes and scheduled service (headway) serving the amendment area within one-quarter of a mile.**

According to the Broward County Transit Division Route 48 and 50 are located within one-quarter mile of the amendment site. In addition, the Deerfield Beach Community Shuttle Express Routes 1 and 2 also provide service to the amendment site. Please refer to the following table for detailed information:

BUS ROUTE	DAYS OF SERVICE	SERVICE SPAN A.M. – P.M.	SERVICE FREQUENCY
BCT Route 48	Weekday Saturday Sunday	6:15a – 9:01p 6:15a – 9:01p Not In Service	40 Minutes 40 Minutes Not In Service
BCT Route 50	Weekday Saturday Sunday	5:30a – 11:10p 5:30a – 11:10p 7:47a – 8:50 p	20 minutes 30 minutes 45 minutes
Deerfield Beach Community Shuttle Express 1	Weekday	8:00a – 4:00p	60 minutes
Deerfield Beach Community Shuttle Express 2	Weekday	8:00a – 4:00p	60 minutes

2. Describe how the proposed amendment furthers or supports mass transit use.

The proposed amendment will result in future residents and employees located within the service area of four mass transit routes and Tri-Rail. Route 48 runs from SR 7 to Deerfield Beach along Hillsboro Boulevard. In addition to providing service to the many retail establishments along Hillsboro Boulevard, Route 48 provides service to the Deerfield Beach Tri-Rail station, Hillsboro Technology Center, Hillsboro Community Center, Deerfield Island Park and the public beach. Route 50 begins on Hillsboro Boulevard and runs south on Dixie Highway. Route 50 terminates at the main terminal in Fort Lauderdale. The Deerfield Beach Community Shuttle provides local transit service in the City. Both Routes 48 and the Deerfield Beach Community Shuttle 1 provide stops at the Deerfield Beach Tri-Rail station.

The proposed amendment will add residential units and offices to an area already served by mass-transit routes, generating additional ridership for the routes adjacent to the site. Furthermore, the ultimate site plan will provide for safe circulation routes for pedestrians and bicycles to access the existing sidewalks adjacent to the Subject Property, providing direct access to mass transit stops.

BCT is able to accommodate the additional transit demand resulting from the proposed amendment to the Subject Property. As part of the 30 year, one-cent surtax, BCT will be implementing a number of fixed route bus improvements including shorter headways and increased span of service on weekdays and weekends.

3. Correspondence from transit provider verifying the information submitted in items 1-2 above. Correspondence must contain name, position and contact information of party providing verification.

See correspondence provided as **Exhibit K**.

H. Public Education Analysis

1. Public School Impact Application.

The Public School Impact Application was submitted to the School Board of Broward County. The results of the analysis are provided as Exhibit L.

2. The associated fee in the form of a check made payable to the SBBC.

The application fee was provided to the School Board.

3. Identify the existing school enrollment and permanent design capacity of the public elementary and secondary education facilities serving the area.

School	Current Enrollment	Level of Service Capacity	Over/(under) FISH Capacity
Deerfield Park Elementary	625	829	(204)
Deerfield Beach Middle	1,165	1,543	(378)
Deerfield Beach High	2,520	2,848	(328)

Source: Planning Tool for School Enrollment and Capacity, The Broward County School Board.

Proposed Land Use Plan Designation: Medium-High 25 Mixed Use-Residential		
Development Intensity	Generation Rate	Demand**
242,000 sq. ft. office	N/A	N/A
360 midrise	Elementary - 0.028	10 Elementary students
	Middle - 0.013	5 Middle students
	High - 0.021	8 High students

* Broward County School District, Facility Planning and Real Estate Department, Growth Management Section.

** Rounded to the nearest whole number

6. ANALYSIS OF NATURAL AND HISTORIC RESOURCES

Indicate if the site contains, is located adjacent to or has the potential to impact any of the natural and historic resource(s) listed below, and if so, how they will be protected or mitigated. Planning Council staff will request additional information from Broward County regarding the amendment's impact on natural and historic resources.

- A. Historic sites or districts on the National Register of Historic Places or locally designated historic sites.

The Subject Property is developed with office buildings and does not contain any historic sites or districts on the National Register of Historic Places or locally designated historical sites.

B. Archaeological sites listed on the Florida Master Site File.

Based upon a review of information on file with the State Historic Preservation Office, Division of Historical Resources Florida Master Site File, there are no previously recorded cultural resources within the Subject Property.

See **Exhibit M**.

C. Wetlands.

According to the Broward County Wetlands Map dated September 17, 2015 there are no wetlands on the Subject Property.

D. Local Areas of Particular Concern as identified within the Broward County Land Use Plan.

The Subject Property is not identified as a Local Area of Particular Concern.

E. Priority Planning Area Map and Broward County Land Use Plan Policy 2.21.1 regarding sea level rise.

According to the map published by Broward County dated June 1, 2013, the Subject Property is not located in a Priority Planning Area.

F. “Endangered” or “threatened species” or “species of special concern” or “commercially exploited” as per the Florida Fish and Wildlife Conservation Commission (fauna), the U.S. Fish and Wildlife Service (flora and fauna), or the Florida Department of Agriculture and Consumer Services (fauna). If yes, identify the species and show the habitat location on a map.

The Applicant is not aware of any endangered or threatened species or species of special concern on the Subject Property.

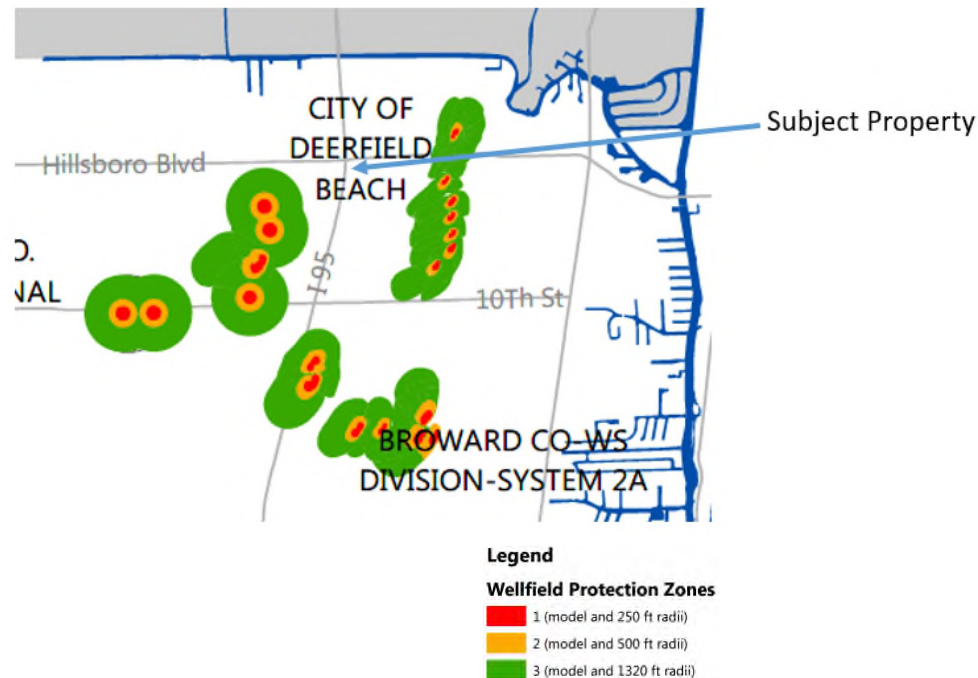
G. Plants listed in the Regulated Plant Index for protection by the Florida Department of Agriculture and Consumer Services.

The Applicant is not aware of any listed plants located on the Subject Property.

H. Wellfields – Indicate whether the amendment is located within a wellfield protection zone of influence as defined by Broward County Code, Chapter 27, Article 13 “Wellfield Protection.” If so, specify the affected zone and any provisions which will be made to protect the wellfield.

According to the Broward County Wellfield Map, the Subject Property is not located within a wellfield zone of influence.

Project Location on Broward County Wellfield Map Excerpt



- I. Soils – Describe whether the amendment will require the alteration of soil conditions or topography. If so, describe what management practices will be used to protect or mitigate the area’s natural features.**

According to the Broward County Natural Resource Map Series – Soils, the soils on the Subject Property consist of Urban Land-Immokalee. This is a common soil type in the eastern portion of Broward County. During site development soil will be added, as needed, to bring the elevation of the Subject Property to the appropriate elevation for flood protection. The Applicant will implement a Surface Water Pollution Protection Plan (SWPPP) to ensure that movement of soil on the Subject Property does not have a negative impact on the natural features.

- J. Beach Access – Indicate if the amendment site fronts the ocean or would impact access to public beaches. If so, describe how public beach access will be addressed.**

The Subject Property is not an oceanfront property. Thus, the proposed development will not affect any beach access.

7. AFFORDABLE HOUSING

Describe how the local government is addressing Broward County Land Use Plan Policy 2.16.2, consistent with Article 5 of this Document.

Policy 2.16.2 of the Broward County Land Use Plan requires that at the time of the County’s consideration of a land use plan amendment, the municipality must demonstrate that it has implemented appropriate policy and program measures to implement methods

and programs to achieve and/or maintain a sufficient supply of affordable housing. An affordable housing analysis based on the most current methodology used by the Broward County Planning Council is provided as **Exhibit N** and it documents the supply and demand for affordable housing in the City. Policy 2.16.2 provides for a number of methods and programs that can be used by local governments to achieve and/or maintain a sufficient supply of affordable housing.

Explanation: The City has met Policy 2.16.2, through the use of Community Development Block Grant (CDBG), State Housing Initiatives Partnership (SHIP), and Home Investment Partnerships Program (HOME) provides purchase assistance and home repair assistance for very low to moderate income households in Deerfield Beach to occupy as their primary residence. Assistance is in the form of a 0% interest deferred second loan that reverts to a grant if all program conditions are met. These programs are administered by the City of Deerfield Beach Housing and Legislative Affairs Department in coordination with the Deerfield Beach Housing Authority (DBHA). It is the Applicant's intent to partner with the City to enhance the already existing affordable housing programs that are in place.

GOAL FLU 3.0: Redevelop blighted and deteriorated sections of the City to provide adequate and affordable housing for a variety of income and ethnic groups, promote local businesses to support those residents, increase employment, decrease crime and expand the tax base.

Explanation: The Applicant will provide further development and redevelopment in an area of the City where redevelopment has occurred in recent years and is ongoing. The proposed development plan will increase the housing opportunities along the Hillsboro Boulevard corridor in close proximity to employment opportunities. The additional residents will help support the existing businesses in the area. The Applicant will pay any affordable housing impact fees that are applicable to Broward County land use plan amendments that add more than 100 dwelling units to the land use plan. The amount of this financial contribution will be determined in conjunction with both the City and County during the land use plan amendment process. The Applicant proposes to designate any affordable housing impact fee to the City for its affordable housing programs. The Applicant will enter into a declaration that will be recorded in the public records specifying this financial contribution. This declaration will be recorded prior to the recertification of the City's land use plan including the proposed amendment. The financial contribution made by the Applicant can be used by the City to implement any existing or new programs that the City uses to redevelop blighted and deteriorated section of the City to provide adequate and affordable housing in the City.

Policy FLU 3.1.4: Implement programs which provide for the elimination of inadequate housing and rehabilitation and redevelopment of adequate and affordable housing for persons of low and moderate income.

Explanation: As described above, this land use plan amendment will increase the supply of affordable housing because the Applicant will contribute an agreed amount to the City

that can be used to implement the existing and future programs that the City uses to eliminate inadequate housing and rehabilitate and redevelop affordable housing for persons of low and moderate income.

8. **LAND USE COMPATIBILITY**

Describe how the amendment is consistent with existing and planned future land uses in the area (including adjacent municipalities and/or county jurisdictions). Identify specific land development code provisions or other measures that have or will be utilized to ensure land use compatibility.

The City of Deerfield Beach Comprehensive Plan includes an objective and related policies that address land use compatibility. The objective is stated as follows:

Objective FLU 1.2: Develop and implement land use programs to encourage elimination or reduction of existing uses inconsistent with the community's character and adopted future land uses.

The policies associated with the above objective provide the framework for the land use programs that will eliminate or reduce occurrences of incompatible land uses within the City. These policies are discussed individually as it relates to the compatibility of the proposed land use plan amendment with the community's character and long range plans for the area.

Policy FLU 1.2.1: The application for land use amendments shall include an explanation of compatibility with surrounding, land uses.

Explanation: The Subject Property is located at the southeast quadrant of I-95 and Hillsboro Boulevard at one of the main gateways to the City. The current land use plan designation is Commercial on the City of Deerfield Beach Land Use Plan and Commerce on the County Land Use Plan. A variety of commercial uses are located to the north and east including a hotel, restaurants, office, and retail uses. I-95 is adjacent to the west property line. A city park and office uses are located to the east. Single family, quadraplex and office uses are located south of the Subject Property on the south side of Natura Boulevard. The additional office use proposed in this amendment is consistent and compatible with the non-residential uses in the area. The proposed Conceptual Master Plan for the Subject Property is provided as **Exhibit O** and demonstrates that special attention has been given to the lower density residential uses to the south by placing the proposed multi-family residential use are far away from the existing residential use as possible. The distance separating the existing residential area to the proposed multi-family is approximately 600 feet. The Applicant is requesting a land use plan amendment to facilitate development of a quality sustainable mixed-use residential and office development that will be an asset to the community.

Policy FLU 1.2.2: The City's Land Development Code shall prohibit the mixing of incompatible land uses.

Explanation: The City's Land Development Code specifies the permitted uses in each zoning category in order to eliminate mixing of incompatible land uses. The Applicant will request a rezoning to PDD which is the preferred zoning district for the requested land use plan designation. Office and residential are both permitted uses in the PDD zoning district which demonstrates that they are not incompatible land uses when the land development regulations are met. The PDD zoning designation will identify the buffers, transitions and setbacks that will create a development that is harmonious with the existing uses in the area.

Policy FLU 1.2.3: City Land Development Code shall require the protection of both existing and planned residential areas adjacent to lands designated as commercial or industrial.

Explanation: This land use plan amendment will result in a mixed-use development with multi-family residential and office uses. No high intensity commercial or industrial uses are proposed in the development plan that would have a negative impact on the existing uses in the area. Further, there are no heavy commercial or industrial uses in the area that are incompatible with the proposed residential uses. Therefore, the existing and proposed residential uses will not be negatively impacted by the existing or proposed nonresidential uses.

Policy FLU 1.2.4: The City shall minimize the impacts of potential incompatible land uses through requirements within its Land Development Code, such as buffering and setbacks.

Explanation: The Applicant will submit an application to rezone the Subject Property to PDD which is the most appropriate zoning district for the requested land use plan designation. This zoning district allows the City to require setbacks, perimeter buffers, landscaping, and architectural design as appropriate for the uses on and adjacent to the Subject Property. The Applicant has identified the approximate building locations and setbacks on the Conceptual Master Plan. The Applicant has placed the multi-family residential use as far away from the existing residential use as possible in order to protect the existing residential areas to the south of the Subject property. Specific dimensions for buffers, setbacks and transitions from the proposed multi-family and office uses to adjacent uses will be determined during the rezoning and site plan approval process. However, the Conceptual Master Plan provides for buffers and setbacks that are similar to those of the existing development in the area.

Policy FLU 1.2.5: Consistent with the Broward County Land Use Plan, the City shall protect from obstruction Federal Aviation Administration approved and locally adopted aircraft air corridors.

Explanation: The proposed development that will result from this land use plan amendment will not obstruct any aircraft air corridors.

For these reasons, the proposed development will be compatible with the surrounding neighborhood.

9. HURRICANE EVACUATION ANALYSIS

(Required for those land use plan amendments located in a hurricane evacuation zone as identified by the Broward County Emergency Management Division).

Provide a hurricane evacuation analysis based on the proposed amendment, considering the number of permanent and seasonal residential dwelling units (including special residential facilities) requiring evacuation, availability of hurricane shelter spaces, and evacuation routes and clearance times. The hurricane evacuation analysis shall be based on the best available data/modeling techniques as identified by the Broward County Emergency Management Division.

According to the Broward County Emergency Evacuation Map, the Subject Property is not located within an evacuation zone.

10. REDEVELOPMENT ANALYSIS

Indicate if the amendment is located in an identified redevelopment area (i.e., Community Redevelopment Agency, Community Development Block Grant). If so, describe how the amendment will facilitate redevelopment and promote approved redevelopment plans.

The Subject Property is not located within a Community Redevelopment Area.

11. INTERGOVERNMENTAL COORDINATION

Indicate whether the proposed amendment site is adjacent to other local governments. If so, please provide additional copies for the notification and/or review by adjacent local governments.

The Subject Property is not located adjacent to another local government.

12. PUBLIC PARTICIPATION

The Applicant held a public participation meeting on April 12, 2021 concerning the proposed land use plan amendment. Notices of this meeting were provided to City staff and mailed to all property owners within 500 feet of the Subject Property which is the same mailing radius used by the City for land use plan amendments. Only one (1) person

that was notified of the meeting participated, the General Manager of the Hampton Inn Deerfield Beach. There were no objections raised during the meeting.

13. DESCRIBE CONSISTENCY WITH HIGHLIGHTED REGIONAL ISSUES AND POLICIES OF THE BROWARD COUNTY LAND USE PLAN

The proposed amendment is consistent with the regional strategy of promoting “Smart Growth”. The Subject Property is a 16.5± acre site in the central portion of the City located at the intersection of two major transportation corridors: I-95 and Hillsboro Boulevard. The Subject Property is an infill site where public facilities exist and have adequate capacity to accommodate the demands associated with the proposed amendment. The proposed amendment also supports Smart Growth by repurposing a property and placing additional dwelling units that are needed to accommodate future population growth in an area that is currently served by two (2) transit routes and Tri-Rail. The public transit routes that pass directly in front of the Subject Property also stop at the Deerfield Beach Tri-Rail station on Hillsboro Boulevard. In addition, the proposed amendment provides for a mix of residential and office uses in close proximity of hotels and other nonresidential uses that are within walking distance. All these factors can help to reduce the amount of traffic on the regional roadway network and create a more sustainable development.

Specifically the Proposed amendment is consistent with the following policies of the County Land Use Plan:

POLICY 2.1.2 The land use categories depicted on the Broward County Land Use Plan Map are intended to protect established residential areas and encourage economic development and redevelopment.

Explanation: The proposed amendment will promote economic redevelopment of a property in an area that is experiencing new development and redevelopment activities. The residents living in the development will encourage economic development by supporting local businesses in the area. The proposed residential development is located are far away from the existing residential areas to protect those established residential areas.

POLICY 2.10.3 In order to prevent future incompatible land uses, the established character of predominately developed areas shall be a primary consideration when amendments to the Broward County Land Use Plan are proposed.

Explanation: The existing character of the developed area surrounding the Subject Property consists of a variety of commercial uses along Hillsboro Boulevard and a park, office, and multi-family residential uses along Natura Boulevard. The proposed amendment provides for maintaining and adding additional office square footage which is an established use on the Subject Property and in the surrounding area. The Conceptual Master Plan included with this application demonstrates that the proposed multi-family residential uses are proposed to be as far away as possible from the existing lower density residential areas to the south of the Subject Property.

POLICY 2.14.7 Broward County and its local governments shall consider the individual and cumulative impacts of land use plan amendments on the existing and planned transportation facilities within the County.

Explanation: A traffic study is provided and the analysis demonstrates the amendment will result in a decrease in daily traffic. The proposed amendment will add residential units and offices to an area already served by mass-transit routes, generating additional ridership for the routes adjacent to the site. Furthermore, the ultimate site plan will provide for safe circulation routes for pedestrians and bicycles to access the existing sidewalks adjacent to the Subject Property, providing direct access to mass transit stops.

POLICY 2.15.2 Broward County and its local governments shall determine the consistency of land use plan amendments with their Public School Facilities Elements. The consistency finding shall address whether sufficient capacity is available, or anticipated within the short or long range planning horizon of their Elements, to accommodate the projected student impact of proposed amendments. As provided for within the Amended Interlocal Agreement for Public School Facilities Planning (ILA), the School Board of Broward County shall advise the County and local governments regarding the projected student impact of amendments and the availability of capacity at impacted schools.

Explanation: The analysis of the proposed amendment as included in this report documents that the schools that are assigned to the subject property all have capacity to accommodate the students generated by the additional dwelling units. The analysis includes the consistency analysis for the short and long term time-frames continued as required by the ILA.

POLICY 2.19.1 Broward County shall promote and encourage (re)development, and shall implement to the maximum extent feasible for those (re)development projects and lands owned by the County or within unincorporated areas, to take advantage of compact building design to preserve more open space, support a complete range of transportation choices, make public transportation viable, reduce public infrastructure cost and improve the health condition of residents and the wider community, in a manner generally consistent with the *Broward Complete Streets Guidelines*, or equivalent principles.

Explanation: This proposed amendment promotes and encourages redevelopment of a property that is located at a gateway to the city for those approaching from I-95. The proposed amendment will allow for redevelopment of an existing parking lot with a residential complex. The addition of the residential use provides for a more compact development pattern on the subject property and reduces public facility costs by taking advantage of existing public facilities that serve the subject property. The proposed amendment also promotes the health of the community by placing additional residents within walking distance of city recreational facilities. The conceptual plan also includes a complete pedestrian system that will connect uses on the subject property to each other and also connect uses to existing sidewalks system adjacent to and in the vicinity of the subject property.

POLICY 2.19.2 Broward County shall promote and encourage (re)development, and shall implement to the maximum extent feasible for those (re)development projects and lands owned by the County or within unincorporated areas, the creation of walkable sites, neighborhoods and community designs that are accessible to and address the needs of all users and support healthy lifestyles using public venues, inclusive of all modes of transportation in a manner generally consistent with the *Broward Complete Streets Guidelines*, or equivalent principles.

Explanation: This proposed amendment will result in a development that will transform a property with three (3) independent office uses into a mixed use development with fully integrated pedestrian paths that connect all uses to each other and to the existing public sidewalk. This pedestrian path will promotes a healthy lifestyle by providing safe pedestrian paths to the nearby city park.

POLICY 2.20.2 Provide a range of housing opportunities and choices, including those in the “medium” to “high” densities where compatible with the physical location and services needs of residents in all age and income groups.

Explanation: This proposed amendment will expand the mix of uses and housing choices in the Hillsboro Boulevard corridor by providing a quality residential development in the medium density range. The development will provide sidewalks on the Subject Property that connect to the existing sidewalks in the area to provide for safe pedestrian connections to the mass transit, schools, shopping, employment, and recreation areas in the neighborhood. The location for this development provides access to a number of transportation choices such as personal vehicles, busses, and rail service. In addition, residents will have the opportunity to walk to shopping, recreation and other activity centers in the neighborhood. Having a variety of transportation alternatives and a mix of uses in the area allow for residents of all ages and income limits to reside in the development.

POLICY 2.20.6 Broward County shall promote and encourage, and shall implement to the maximum extent feasible for those (re)development projects and lands owned by the County or within unincorporated areas, mixed land uses serviced by a variety of transportation modes within an integrated transportation network, and link intensive development to existing or planned pedestrian, bicycle and public transportation nodes or corridors.

Explanation: This proposed amendment will result in a mixed use redevelopment that will replace standalone office buildings with a mix of uses that are fully integrated with an onsite pedestrian circulation system that will connect the existing uses to each other and to the adjacent public sidewalks. These public sidewalks also provide for safe pedestrian circulation routes to the Broward County transit system. The proposed development will also accommodate bicycle facilities on the Subject Property to encourage bicycle use.

POLICY 2.20.9 Broward County shall promote and encourage community and stakeholder collaboration using innovative methods of involving residents in visioning and planning for new development.

Explanation: The City and the applicant have used innovative methods to encourage community participation in the approved process. The current restrictions related to the COVID pandemic required the applicant to use virtual community meetings to engage the community in the amendment process. The applicant provided mailed notice of a community meeting on April 12. Addition meetings will be held during the rest of the land development approval process.

POLICY 2.20.13 Adopt, implement and encourage provisions, incentives and methods to reduce future per capita use of natural and non-renewable resources such as water and fossil-fuel energy, and reduce the production of potentially harmful waste materials.

Explanation: This amendment will provide an incentive to reduce the future per capital use of nonrenewable resources by placing residential uses on the same property with employment opportunities. This mix of uses will encourage residents to live and work in a location that does not require use of a personal vehicle and conserve the associated non-renewable resources.

14. CONSISTENCY WITH GOALS, OBJECTIVES AND POLICIES WITH THE CITY OF DEERFIELD BEACH LAND USE PLAN

GOAL FLU 1.0: Ensure that development and redevelopment occurring in the City achieves and maintains a functional mix of residential, commercial, industrial and recreational land uses.

Explanation: The Applicant believes that in order to provide a function mix of residential, commercial, industrial and recreational land uses, there should be a sufficient amount of land in each of the land use categories to accommodate the existing and projected population of the City. South Florida has recently seen an increase in the amount of people and businesses moving to the area from northern high tax states. This migration was not anticipated when the City's Comprehensive Plan was last updated and as such the Future Land Use Map does not have sufficient residential land to accommodate the unanticipated growth. This redevelopment plan provides for the addition of residential land in the City to accommodate the additional people moving here and maintain a functional mix of land uses on Future Land Use Map. This proposed amendment will facilitate a redevelopment plan that provides for additional dwelling units and office space on an underutilized parcel. This redevelopment plan provides for a functional mix of residential and office uses and a more sustainable development pattern by placing residential and employment opportunities on the same property and maximizing the use of land. The redevelopment plan provides for improved traffic circulation on the Property and provides enhanced pedestrian connectivity to improve the function mix of resident and office uses. The redevelopment plan also provides for public space at the corner of Natura Boulevard and Hillsboro Boulevard so that the Property has an enhanced connection to the employees and residents in the area.

Objective FLU 1.1: Establish development and redevelopment programs, which provide the opportunity for a wide range of individuals and families to reside, work, shop, relax and play safely in the city.

Explanation: This amendment will provide for redevelopment of an office complex with the addition of residential units. The proposed development will provide individuals and families with safe pedestrian connections within the Subject Property and to the recreation facilities, commercial uses and transit in the area. The Subject Property is served by several mass transit routes, including Tri-Rail. For these reasons, the proposed redevelopment will expand housing opportunities for individuals and families in a location that provides connectivity to shopping, recreation and employment opportunities in the City.

POLICY FLU 1.1.9: The City shall continue to provide for a variety of housing densities in the Future Land Use Plan.

Explanation: The Applicant is proposing 21.82 dwelling units per acre on the Subject Property in order to increase the housing density and housing types available to residents in the City in support of this policy.

POLICY FLU 1.2.1: The application for land use amendments shall include an explanation of compatibility with surrounding land uses.

Explanation: The Subject Property is located at the southeast quadrant of I-95 and Hillsboro Boulevard. The current land use plan designation is Commercial on the City of Deerfield Beach Land Use Plan and Commerce on the County Land Use Plan. A variety of commercial uses are located to the north and east including a hotel, restaurants, office, and retail uses. I-95 is adjacent to the west property line. A city park and office uses are located to the east. Single family, quadraplex and office uses are located south of the Subject Property on the south side of Natura Boulevard. The additional office use proposed in this amendment is consistent and compatible with the non-residential uses in the area. The proposed Conceptual Master Plan for the Subject Property is provided as **Exhibit O** and demonstrates that special attention has been given to the lower density residential uses to the south by placing the proposed multi-family residential use as far away from the existing residential use as possible. The distance separating the existing residential area to the proposed multi-family is approximately 600 feet. The Applicant is requesting a land use plan amendment to facilitate development of a quality sustainable mixed-use residential and office development. .

OBJECTIVE FLU 1.3: Encourage the further development and use of innovative land development regulations which provide for planned unit developments, planned industrial developments, and other mixed land use development techniques.

Explanation: The proposed amendment will support this objective by rezoning the Subject Property to the Planned Development District.

POLICY FLU 1.4.1: The City's subdivision regulations shall incorporate a review process for assessing the adequacy of public services and facilities. New residential development shall be established only within those areas where adequate public services and facilities exist, or are scheduled to be available in accordance with the City's adopted Capital Improvements element.

Explanation: This proposed amendment will facilitate a residential development in an area where public facilities are available to serve the anticipated demand. This application documents that there is adequate capacity in the public infrastructure systems to accommodate the additional development. A further analysis of the public services and facilities will be conducted during the rezoning, site plan and plat review processes consistent with this policy.

Objective FLU 1.7: Promote mixed-use land development patterns which combine residential and nonresidential uses to achieve an attractive, well integrated, and pedestrian and transit friendly environment through the establishment of Mixed Use – Residential land use categories consistent with the Broward County Land use Plan.

Explanation: The Subject Property is currently developed with three (3) independent office buildings. This amendment will provide for redevelopment of the office complex with a mix of residential units and office buildings. The Conceptual Master Plan that is included with this application demonstrates that these uses will be well integrated by safe pedestrian paths will link the uses in the development plan and provide pedestrian connections to the existing pedestrian facilities in the area. The Subject Property is served by several mass transit routes, including Tri-Rail. The proposed development will provide a mixed use development with safe pedestrian connections to the existing adjacent sidewalks to create a pedestrian and transit friendly environment.

POLICY FLU 1.7.1: Provide for residential mixed land use designations which allow a combination of residential, commercial, employment based and other appropriate uses as described in the permitted uses section of this Plan.

Explanation: This amendment will provide for redevelopment of an office complex with the addition of residential units in support of this policy. An analysis is provided below to document how the proposed mixed-use development plan meets the criteria outlined in the permitted uses section of the Land Use Plan.

POLICY FLU 1.7.2: A Mixed-Use Residential land use designation may allow low, medium, medium high, or high intensity Mixed Use-Residential. Residential use will be a permitted use within each mixed land use category.

Explanation: The Subject Property contains 16.5 gross acres and the applicant is proposing 360 residential units and office use. This request is for an amendment to the Mixed Use Medium-High 25 Residential category to provide for residential units at a density of 21.82 dwelling unit per acre ($360 \div 16.1 = 21.82$) along with office uses. The proposed uses, intensities and densities are permitted in the Mixed-Use Residential Medium-High 25 Residential land use category and so are consistent with this policy.

POLICY FLU 1.7.3: Design guidelines for mixed use development shall be established for inclusion in the Land Development Code. Such regulations shall promote urban form which:

- Creates well integrated land use combinations,
- Balances intensity and density,
- Promotes the safe interconnectivity of vehicular, pedestrian and other non-motorized movement
- Integrates the public realm through open space, urban public plazas and/or recreational areas, and
- Ensures a mixed use development compatibility with adjacent land uses and adjacent adopted Future Land Use Designations.

Explanation:

- Creates well integrated land use combinations - The Conceptual Master Plan demonstrates that there will be a well integrated land use combination because the development plan provides for the location of residential and employment opportunities on the Subject Property.
- Balances intensity and density - The tables provided on the Conceptual Master Plan and restated below document that there is a balance of density and intensity of uses because the required density and intensity standards of the requested land use plan designations are met.

Proposed Use	Square Footage of Use	FAR Based on Net Site Area*
Residential	466,280 sq. ft.	.76
Office	239,672 sq. ft.	.39
Total	705,952 sq. ft.	1.16

*Net Site Area = 14 acres x 43,560 sq. ft./acre = 609,840 sq. ft.

Proposed Use	Percentage of Use	Square Footage of Use
Residential	38.23%	466,280 sq. ft.
Office	19.65%	239,672 sq. ft.
Total	100%	705,952 sq. ft.

Proposed Use	Gross Acres	Density
350 Residential Units	16.5	21.2 dwelling units/acre

- Promotes the safe interconnectivity of vehicular, pedestrian and other non-motorized movement – The Conceptual Master Plan demonstrates that the uses on the Subject Property will be connected through safe pedestrian paths that connect the uses to one and other and to the adjacent public sidewalks. The vehicular circulation system will be modified to create a more logical vehicular flow. The rezoning and site plan will also provide for the integration of bicycle facilities to encourage the use of nonmotorized transportation.
- Integrates the public realm through open space, urban public plazas and/or recreational areas - The Conceptual Master Plan also provides for plazas that will be available to those who live and work in the development and also to the general public. One of these plazas is located at a very visible location on the Subject Property to create a sense of place for the community.
- Ensures a mixed use development compatibility with adjacent land uses and adjacent adopted Future Land Use Designations - The current land use plan designation is Commercial on the City of Deerfield Beach Land Use Plan and Commerce on the County Land Use Plan. The adjacent future land use designations on the surrounding properties are provided below:
 - North: Commercial, Recreation Open Space
 - East: Commercial, Recreation Open Space
 - South: Commercial, Residential Moderate 10, Recreation Open Space
 - West: Transportation

A variety of commercial uses are located to the north and east including a hotel, restaurants, office, and retail uses. I-95 is adjacent to the west property line. A city park and office uses are located to the east. Single family, quadruplex and office uses are located south of the Subject Property on the south side of Natura Boulevard. The additional office use proposed in this amendment is consistent and compatible with the non-residential uses in the area because offices are an established use in the area. The proposed Conceptual Master Plan demonstrates that special attention has been given to the lower density residential uses to the south by placing the proposed multi-family residential use are far away from the existing residential use as possible. The distance separating the existing residential area to the proposed multi-family is approximately 600 feet.

POLICY FLU 2.0: Ensure that facilities and services necessary to serve the adopted future land use plan and the anticipated population, taking into consideration both permanent and seasonal (including tourist), are provided as development occurs.

Explanation: The analysis provided demonstrates that the proposed amendment is needed to accommodate the unanticipated future permanent and seasonal population projections. The analysis also demonstrates that public facilities have adequate capacity to accommodate the demand from the proposed dwelling units and office uses.

POLICY FLU 2.1.1A: The City shall maintain a level of service standard for each public facility located within its jurisdiction for which it has the authority to issue development orders or development permits.

Explanation: The analysis provided demonstrates that the public infrastructure systems can accommodate the proposed dwelling units and meet the adopted level of service standards.

POLICY FLU 2.1.6: The City shall issue development orders and permits for future development and redevelopment only if public facilities necessary to meet level of service standards (which are adopted as part of the Capital Improvements Element of this plan) are available concurrent with the impacts of the development.

Explanation: The analysis provided demonstrates that the public infrastructure systems can accommodate the proposed dwelling units and office uses and meet the adopted level of service standards. Additional analysis of the infrastructure systems in the area will be conducted during the site plan approval process to ensure that the adopted level of service standards are met prior to issuance of a building permit.

Objective FLU 2.3: Discourage urban sprawl and encourage a separation of urban and rural land uses by directing new development into areas where necessary regional and community facilities and services exist.

Explanation: The proposed amendment will facilitate redevelopment of a parcel where regional and community facilities and services exist and can accommodate the proposed development. The Subject Property has direct access to several mass transit routes that will encourage mass transit ridership.

GOAL FLU 8.0: Promote and implement appropriate land uses and development patterns consistent with smart growth principles, (as defined by the Smart Growth Network and listed below), to maximize natural and socioeconomic resources, and to preserve and improve the health, safety and welfare of the City's residents and visitors.

Ten Principles of Smart Growth

1. Mix land uses.
2. Take advantage of compact building design.
3. Create a range of housing opportunities and choices.
4. Create walkable neighborhoods.
5. Foster distinctive, attractive communities with a strong sense of place.
6. Preserve open space, natural beauty, and critical environmental areas.
7. Strengthen and direct development towards existing communities.
8. Provide a variety of transportation choices.
9. Make development decisions predictable, fair, and cost effective.
10. Encourage community and stakeholder collaboration in development decisions.

Explanation: The proposed redevelopment plan promotes smart growth principles in the following manner:

1. Mix land uses. – The proposed redevelopment plan provides for a mix of office and residential uses.
2. Take advantage of compact building design. The proposed redevelopment plan provides for development on an existing parking lot that promotes a more compact building design.
3. Create a range of housing opportunities and choices. – The proposed redevelopment plan provides for housing opportunities in the Hillsboro Boulevard corridor at a medium density to expand the housing opportunities and choices in the area.
4. Create walkable neighborhoods. – The proposed redevelopment plan provides for a walkable development by providing safe pedestrian paths on the site and also connects to the existing sidewalks that surround the site.
5. Foster distinctive, attractive communities with a strong sense of place. – The redevelopment plan includes a plaza at the northeast corner of the Subject Property and another internal plaza. These areas will create a strong sense of place for the development. The architectural details for the redevelopment plan haven't been determined at this time but it is the Applicant's intent to create a distinctive and attractive building design that will create an iconic entrance to the City from I-95.
6. Preserve open space, natural beauty, and critical environmental areas. - The Subject Property is already development and there aren't any significant open spaces or environmental areas that need to be preserved.
7. Strengthen and direct development towards existing communities. - This proposed amendment directs redevelopment to an existing developed property with available infrastructure
8. Provide a variety of transportation choices. – The proposed uses on the property will benefit from a number of transportation choices that are accessible for travel within the area and the region. The development will have safe and extensive pedestrian paths on the Subject Property to provide for pedestrian movement on the Subject Property with connectivity to the public sidewalks in the area. Mass transit routes serve the Subject Property that provided transit service in the City and Broward County with connectivity to Palm Beach and Miami-Dade Counties. A Tri-Rail station is located approximately ½ mile from the Subject Property which provides train service within the tri-county area.
9. Make development decisions predictable, fair, and cost effective. The City has developed a Land Development Code and land development approval process that help to make development decisions predictable, fair, and cost effective for all stakeholders in the community.
10. Encourage community and stakeholder collaboration in development decisions. - The Applicant has taken steps to engage the community in the development approval process and will continue to do so during the rest of the process.

2.6.1 PERMITTED USES IN FUTURE LAND USE CATEGORIES

Text omitted for brevity.

MIXED USE — RESIDENTIAL

Within the mixed use — residential categories, urban form could include several variations; vertical mixed use, where commercial/retail uses are located on the ground floor with residential uses located on upper floors. It may also include horizontal (attached) mixed use; where separate uses are located side by side in the same building. In addition, it may include horizontal (detached) mixed use; where separate uses are located in separate buildings within the same site.

a. Density and Intensity Standards

Mixed Use Areas may be designated on the Future Land Use Plan according to four ranges of density and intensity:

- The Low 5 Mixed Use (permits up to 5 residential dwelling units per gross acre and a FAR of 1.0 for combined development — residential and nonresidential).
- The Medium 16 Mixed Use (permits up to 16 residential dwelling units per gross acres and a FAR of 1.5 for combined development — residential and nonresidential).
- The Medium-High 25 Mixed Use (permits up to 25 residential dwelling units per gross acre and a FAR of 2.0 for combined development — residential and nonresidential).
- The High 50 Mixed Use (permits up to 50 residential dwelling units per gross acre and a FAR of 2.5 for combined development — residential and nonresidential). This category of density shall only be available for properties located west of the Intracoastal Waterway.

The residential density shall not exceed the units per acre and the floor area ratio permitted. There is a minimum of two uses required within the development and a minimum percentage of 10 percent for any one use. Residential development is a required use. These categories may be applied to parcels up to fifty gross acres in size.

For example, a development on a one gross acre (43,560 s.f.) within an M/U Low Intensity -5 category with a FAR of 1.0 could be represented as follows:

Gross Site Area = 1.0 acre (43,560 s.f.); Net Site Area = 0.9 acre (39,204 s.f.)

Use	Percentage of Use	Square Footage of Use
Residential	25.5%	5 Units $\times$ 2,000 s.f. = 10,000 s.f.
Non-residential	74.5%	39,204 — 10,000 = 29,204 s.f.
Total	100%	39,204 s.f.

Floor area ratio calculations are based on Net Site Area. Net Site Area is the entire acreage of the site located inside the parcel boundary.

Residential density is based on gross acreage as defined in the Plan Implementation Requirements of the Broward County Land Use Plan.

Explanation: The tables provided below demonstrate how the proposed Conceptual Master Plan meets the density and intensity standards of the Medium-High 25 Mixed Use – Residential land use category.

Proposed Use	Percentage of Use	Square Footage of Use
Residential	38.23%	466,280 sq. ft.
Office	19.65%	239,672 sq. ft.

Total	100%	705,952 sq. ft.
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Proposed Use	Square Footage of Use	FAR Based on Net Site Area*
Residential	466,280 sq. ft.	.76
Office	239,672 sq. ft.	.39
Total	705,952 sq. ft.	1.16

*Net Site Area = 14 acres x 43,560 sq. ft./acre = 609,840 sq. ft.

Proposed Use	Gross Acres	Density
350 Residential Units	16.5	21.2 dwelling units/acre

b. Design Guidelines

The design guidelines for Mixed Use — Residential shall promote an urban form which creates well integrated land use combinations, balances intensity and density, promotes the safe, interconnectivity of vehicular, pedestrian and other non-motorized movement and promotes the public realm. These guidelines may include;

- Buildings should front the street (zero or minimum setbacks are preferable).
- Vehicle parking strategies which lessen conflicts with bicycles and pedestrians and promote transit usage (i.e. parking structures, off-site parking, reduced parking ratios, shared parking facilities and parking which does not front the street).
- Other design features which promote transit (e.g. integrated transit stop, shelter or station on site).
- A circulation system designed to strengthen bicycle and pedestrian connectivity to all areas of the site/area, including recreation areas, parks, adjacent uses, transit facilities and activity nodes.
- Integration of the public realm through open space or urban public plazas and/or recreational areas.
- The physical separation, such as walling off neighborhoods from adjacent development or roadways, is discouraged where it disrupts the connectivity of compatible uses, pedestrian and/or bicycle access. If a buffer is necessary, adequate landscaping could be used in place of a continuous wall.

Design guidelines shall ensure a mixed use development is compatible with surrounding land uses and/or adjacent adopted Future Land Use Plan designations. These guidelines should address the following:

- Complement and support adjacent existing land uses and/or adopted Future Land Use Plan designations through the effective use of density, massing and other design elements.
- Protect the integrity of existing single family neighborhoods through design elements which maintain consistency and/or improve the aesthetic quality of the neighborhood. (i.e. maintaining an architectural style or quality of building materials and construction predominant in the neighborhood).
- Promote connectivity, open space pedestrian and other non-motorized networks and landscaped streetscapes.
- Incorporate designs which are environmentally sensitive (i.e. reduction of impervious surfaces, alternative material for spillover parking).

Explanation: The next step in the land development approval process for this proposed development will be to work with the City to create a set of design guidelines that are unique to the Subject Property and result in a development that address the guidelines above.

c. Uses permitted under the Mixed Use — Residential categories

Under the Mixed Use — Residential categories, all uses which are permitted under the Residential, Commercial, Commercial Recreation, Community Facilities uses of this Plan may be applied, consistent with the Planned Development District (PDD) zoning designation.

Explanation: The Conceptual Master Plan provides for a mix of residential and office uses which are permitted uses in the Mixed Use-Residential categories.

15. PLAN AMENDMENT COPIES

- A. 3 hard copies and 10 digital copies (13 copies total) for the BCPC. (Please include additional copies, if Subject Property is adjacent to other municipalities and/or county jurisdictions). Additional copies June be requested by the Planning Council Executive Director after the initial application submittal.**

To be provided with transmittal to Broward County Planning Council.

- B. If requesting concurrent transmittal to DEO, 1 hard copy and 10 digital copies (11 copies total), as required by DEO, of the corresponding local land use plan amendment application, including transmittal letter from municipality to DEO.**

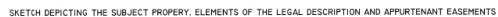
To be provided prior to transmittal to DEO.

EXHIBIT A

Survey of Subject Property

2. Measurements shown are expressed in U.S. survey feet and decimal parts thereof.
3. Dimensions shown are taken at the exposed areas of improvements, underground facilities, foundations, utilities and other subsurface features are not located for the purposes of this survey.
4. Sun-Top Engineering, Inc. reserves the right to utilize any and all information obtained in the preparation of this survey for any and all purposes.
5. This drawing may be reproduced in whole or in part without the permission of Sun-Top Engineering, Inc. additions or deletions to the survey map by any other than the signing party is prohibited without the written consent of Sun-Top Engineering, Inc.
6. This drawing is not valid without the signature and original sealed date of a Florida licensed surveyor and Mapper.
7. The certification contained herein is for the latest date of field survey or latest revision date, whichever applies.
8. Some features shown herein may be the latest dated "as built" or the purposes of detail. Written dimensions take precedence over scaled measurements.
9. Sources of information used in the preparation of this map are given as follows:
 - a. Plat entitled "LOT 10, 11 AND 12, SECTION 16, T15N, R10E, S10E, PLAT 105, PAGE 106."
 - b. Record Plat entitled CROCKER SOUTH, PLAT 122, PAGE 8.
 - c. Record Plat entitled CROCKER NORTH, PLAT 122, PAGE 9.
 - d. Florida Department of Transportation (FLDOT) Right of Way Survey 2002-2003.
10. The horizontal accuracy of field measured control points meets the applicable requirements of Chapter 55-150.00(1)(5)(b). The accuracy obtained is $\pm 1/2$ inch and based on a closed polygon traverse. The expected use of the property is Commercial/High, mandating a maximum absolute error of distance of 1/2 inch.

5J-17.050(10)xx). The vertical accuracy of the closed level loop obtained is 0.01'. A maximum allowable error of accuracy for this survey is 0.05' times the square root of the distance of the level circuit in miles [$(\sqrt{0.2262}) \times 0.05 = 0.239'$].



KEY TO ABBREVIATIONS

ALA = American Land Title Association
B.C.R. = Broward County Public Records
C = Centerline
C.C.R. = Certified Coroner Record
CMP = Corrugated Metal Pipe
C.D. = Cross Section and Plan
ID = Identification
R = Radius
R/R = Radius
A = Central Angle
L = Arc Length
F/D = Found
F.D.T. = Florida Department of Transportation
ID = Identification
I.P. = In-line Pipe
I.R. = Iron Rod
L.B. = Licensed Business
N.S. = National Society of Professional Surveyors
M.E. = McGraw-Hill Engineering
M.P. = Metal Pipe
O.R. = Official Records Book
P.R. = Plot Record
P.B. = Plot Book
P.G. = Page
P.C. = Polyvinyl Chloride
P.R.M. = Permanent Reference Monument
P.S. = Professional Surveyor and Engineer
RCP = Reinforced Concrete Pipe
RW = Right-of-Way
S.P. = State Plane
T.O. = Top of Buffer
TYP = Typical
W = With

ALTA = American Land Title Association
 BCR = Broward County Public Records
 C = Centerline
 CCR = Current Current Record
 CMP = Corrugated Metal Pipe
 CO = Per Description and Plan
 I = Identification
 INV. = Invert
 L = Latent
 A = Central Angle
 L = Arc Length
 FD = Found
 FDOT = Florida Department of Transportation
 I = Identification
 IP = Iron Pipe
 IR = Iron Rod
 LB = Licensed Business
 NPSIS = National Society of Professional Surveyors
 PE = Professional Engineer
 MP = Metal Pipe
 OF = Official Records Book
 (P) = Per Record Plan
 P = Plank
 P/B = Polybutylene
 PVC = Polyvinyl Chloride
 R = Rebar
 RCM = Rebar Reinforced Concrete Monument
 RCP = Reinforced Concrete Pipe
 R/S = Right-of-Way
 (SP) = Per State Plans
 TSB = Top of Buffer
 TP = Typical
 W = With

 Australiana
 Black Olive
 Ficus
 Gumbo Limbo
 Mahogany
 Oak
 Palm
 Unknown

Map No. 12011C0178 H
Community Name: City of Deerfield Beach
Community No. 125101
Panel No. 0178
Suffix: H
Flood Zone: X / X / AH
Base Flood Elevation: Area of 0.2% annual chance
Flood / Area outside 0.2% annual chance Flood /
Elevation 11'
Effective Date of Map: August 18, 2014

Parcel 1 (BLD 1-V) Folio 484201130010
414,160 Square Feet, 4,509 Acres $\text{are} \pm 0.7$ Acres
adjacent right-of-way=2.7 gross acres
Folio 484201005270 3.0 acres net ± 0.1 acres
adjacent right-way=3.1 gross acres

Parcel 2 (BLD V) Folio 484201210010
196,452 Square Feet, 4,509 Acres $\text{are} \pm 1.7$
Acres adjacent right-of-way=6.2 gross acres

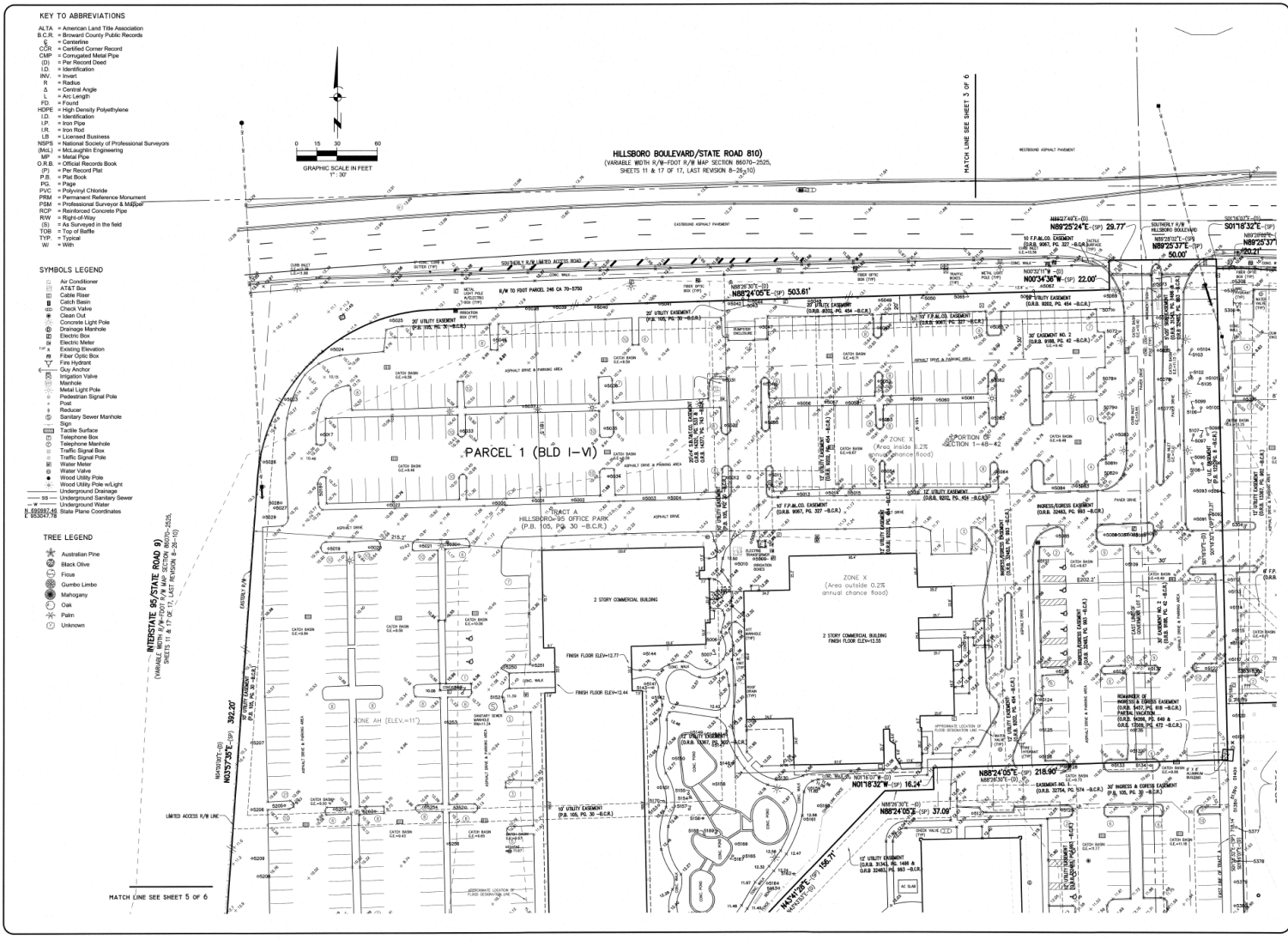
TOTAL ACRES 14.0 Acres NET: 16.5 ACRES
GROSS

Right Turn Lane Easement as shown on said Plat of CROCKER SOUTH for a distance of 180.40 feet; thence run North 89 degrees 28 minutes 02 seconds East along the South line of said Right Turn Lane Easement for a distance of 56.60 feet to the point of curvature of a circular curve to the left; thence run Easterly along the arc of said circular curve to the left, having a radius of 5801.58 feet, through a central

Professional Surveyor and Mapper
Florida Registration No. 6269

Professional Surveyor and Mapper
Florida Registration No. 6209

SHEET No.
SI OF S6



- KEY TO ABBREVIATIONS**
- ALTA = American Land Title Association
 - B.C.R. = Broward County Public Records
 - C = Centimeter
 - C.C.R. = Certified Corner Record
 - C.M.P. = Computerized Map Plot
 - D = Per Record Deed
 - I.D. = Identification
 - INV. = Invert
 - R = Radius
 - Δ = Central Angle
 - L = Arc Length
 - PD = Point
 - HQPE = High Density Polyethylene
 - ID = Identification
 - IP = Iron Pipe
 - UR = Iron Rod
 - LB = Licensed Business
 - NSPS = National Society of Professional Surveyors
 - MEC = McGough Engineering
 - MP = Metal Pipe
 - C.R.B. = Official Records Book
 - PT = Per Record Plot
 - P.B. = Plot Book
 - PVC = Polyvinyl Chloride
 - PRM = Permanent Reference Monument
 - PRM = Professional Surveyor & Mapper
 - RCD = Right of Way
 - RW = Right of Way
 - RW = Right of Way
 - TR = Top of Road in the Road
 - TR = Top of Road
 - TR = Typical
 - W = With

- SYMBOLS LEGEND**
- Air Conditioner
 - A.T.S.T. Box
 - Cable Box
 - Catch Basin
 - Check Valve
 - Clean Out
 - Concrete Light Pole
 - Drainage Manhole
 - Electric Meter
 - Existing Elevation
 - Fiber Optic Box
 - Fire Hydrant
 - Flag Anchor
 - Ingot Valve
 - Manhole
 - Metal Light Pole
 - Protection Signal Pole
 - Fuel Reducer
 - Sanitary Sewer Manhole
 - Sign
 - Traffic Signal Pole
 - Telephone Box
 - Telephone Manhole
 - Traffic Signal Pole
 - Water Meter
 - Water Valve
 - Wood Utility Pole w/ Light
 - Underground Drainage
 - Underground Sanitary Sewer
 - Underground Water
 - State Plane Coordinates

- TREE LEGEND**
- ✱ Australian Pine
 - ✱ Black Olive
 - ✱ Ficus
 - ✱ Gumbo Limbo
 - ✱ Mahogany
 - ✱ Oak
 - ✱ Palm
 - ✱ Unknown

4577 14th St. Road, Suite 100
Fort Lauderdale, FL 33304
www.sun-tech.com

STE Sun-Tech ENGINEERING, INC.
REGISTERED PROFESSIONAL ENGINEER
FLORIDA LICENSE NO. 12514

DATE	DESCRIPTION

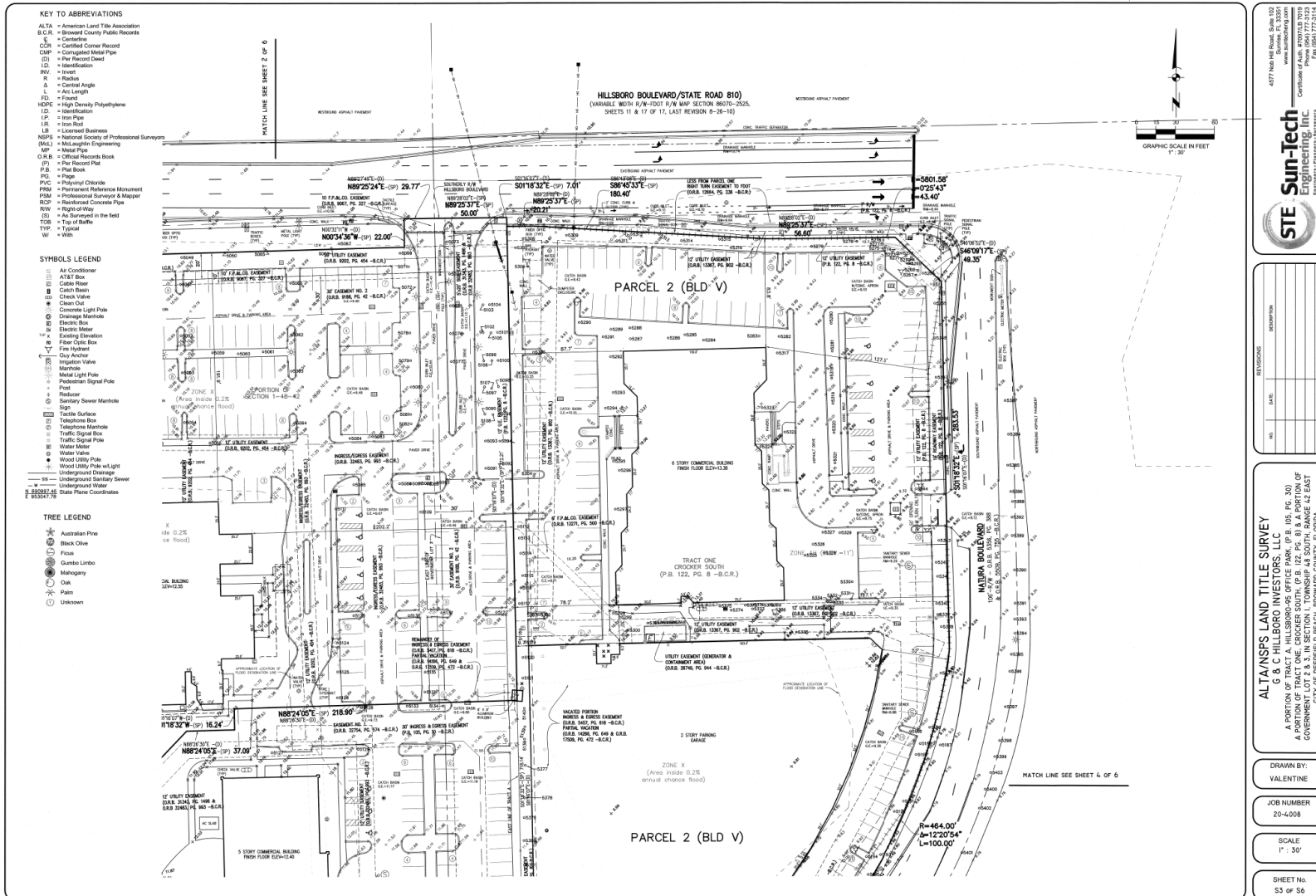
ALTA/NSPS LAND TITLE SURVEY
G & C HILLSBORO INVESTORS, LLC
A PORTION OF TRACT ONE, CROCKER SOUTH, (P.B. 105, PG. 30)
A PORTION OF TRACT ONE, CROCKER SOUTH, (P.B. 105, PG. 30) & A PORTION OF
GOVERNMENT LOT 1, CROCKER SOUTH, (P.B. 105, PG. 30) & A PORTION OF
CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA

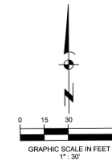
DRAWN BY: VALENTINE

JOB NUMBER: 20-4008

SCALE: 1" = 30'

SHEET No: 52 of 58





SHEET No.
S4 of S6



EXHIBIT B

Location Map

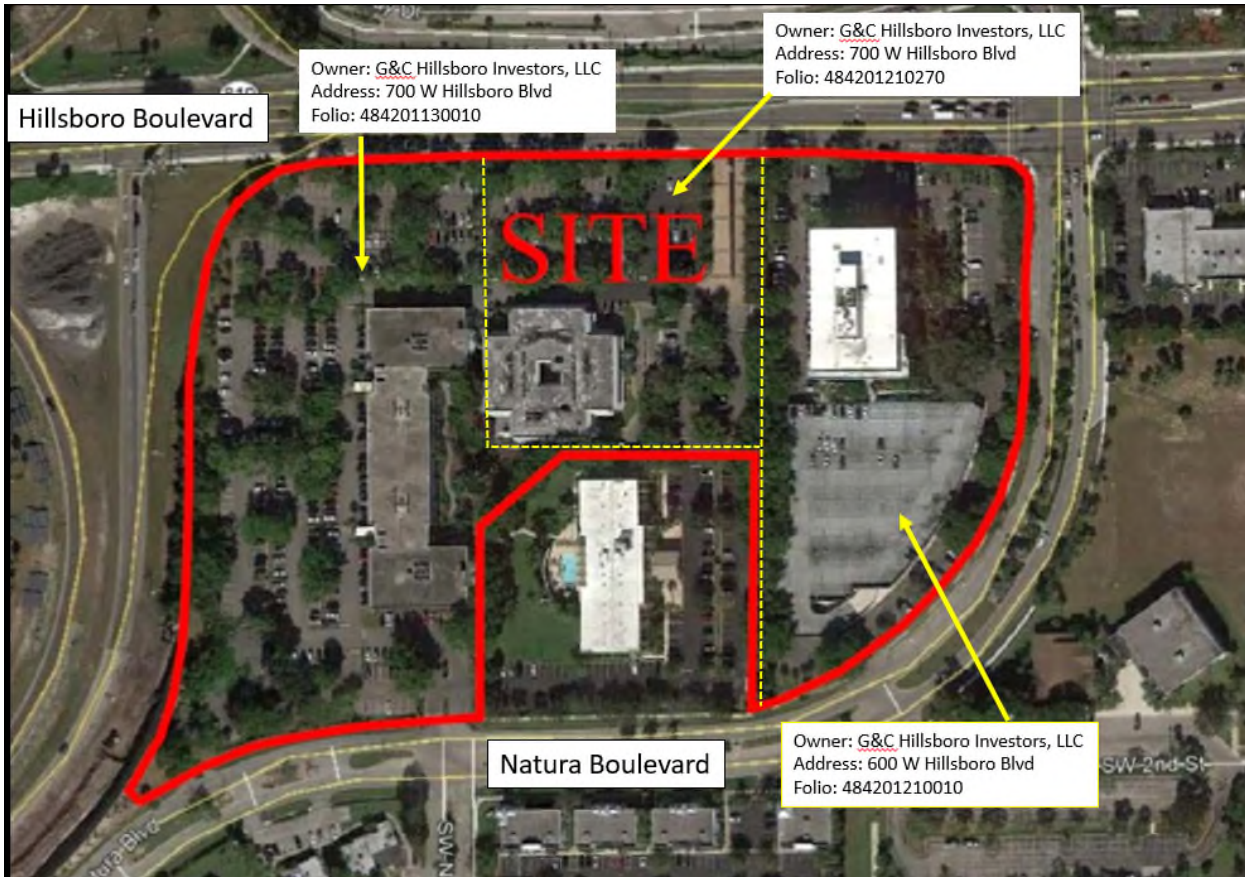


EXHIBIT C

Current Land Use Plan Designation

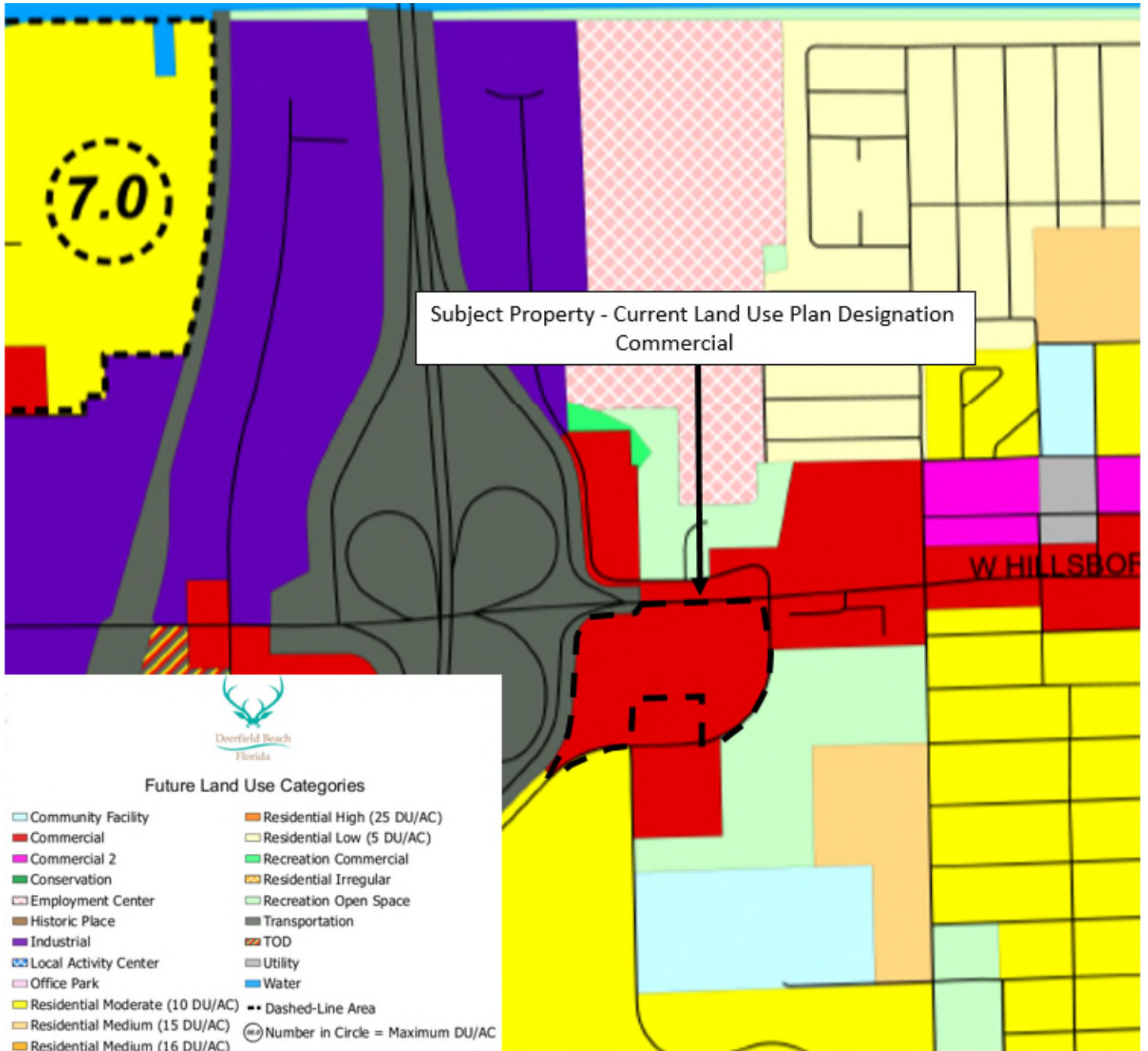


EXHIBIT D

Proposed Land Use Plan Designation

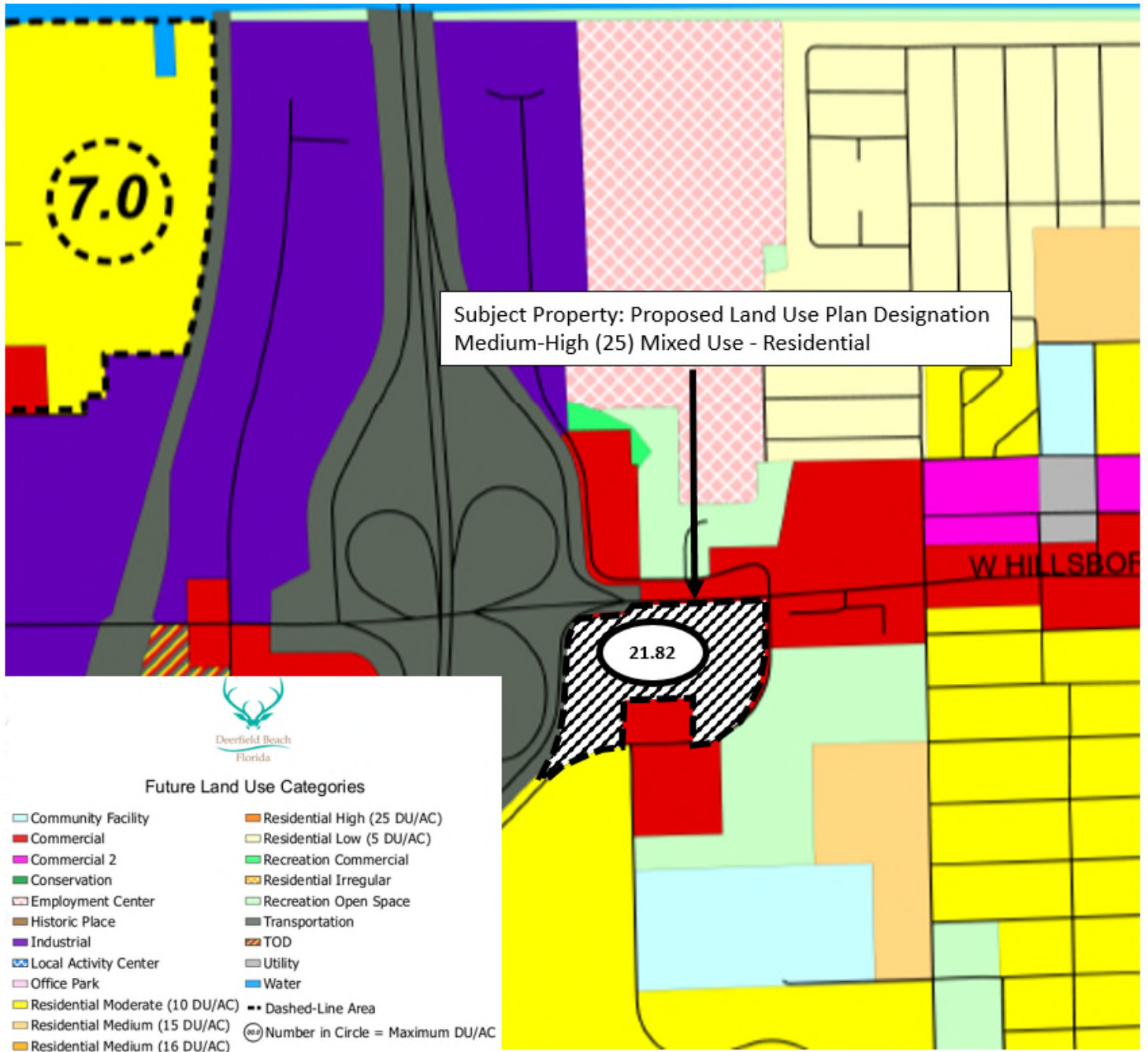


EXHIBIT E

Potable Water Service Correspondence



April 16, 2021

Cynthia A. Pasch, AICP
Greenspoon Marder LLP
200 East Broward Boulevard
Suite 1800
Fort Lauderdale, FL 33301

Re: Land Use Plan Amendment Verification of Potable Water and Wastewater Service

Dear Ms. Pasch:

The Potable Water Service language in your correspondence dated December 9, 2020 for the referenced property located at the southeast corner of Hillsboro Boulevard and I-95 is consistent with the City Code and Comprehensive Plan. Please note the expiration date of our South Florida Water Management Withdrawal Permit is March 14, 2029, not 2019.

Similarly, the waste water analysis is consistent with the comprehensive plan. While we verify the existence of these utilities, this does not alleviate the development's responsibility to analyze the existing utilities for adequacy to address demand. This analysis shall be performed at the time of site plan review. Be aware that off-site improvements may be required based on the condition/size of the existing utilities as well as the capacity at the Lift Station #17 to handle the added demand on the system.

If you have any questions or require additional information, please feel free to contact me.

Sincerely,


**Priscilla M
Cygielnik**

Digitally signed by
Priscilla M Cygielnik
Date: 2021.04.16
14:34:45 -04'00'

Priscilla Cygielnik, P.E.
Assistant Director for Engineering and Operations

EXHIBIT F

Sanitary Sewer Service Correspondence



Public Works Department • Water and Wastewater Services
WATER AND WASTEWATER ENGINEERING DIVISION
2555 West Copans Road • Pompano Beach Florida 33069
PHONE: 954-831-0745 • FAX: 954 831-0798/0925

April 15, 2021

Cynthia A. Pasch, AICP
PNC Building
200 East Broward Blvd., Ste. 1800
Fort Lauderdale, Florida 33301

**RE: ABILITY TO PROVIDE POTABLE WATER & WASTEWATER SERVICE TO
SE CORNER OF HILBORO BLVD AND I-95 IN THE CITY OF DEERFIELD BEACH**

Dear Ms. C. Pasch:

Reference is made to your April 13 email regarding the ability of Broward County Water & Wastewater Services (WWS) to provide wastewater services to the referenced development located within the City of Deerfield Beach.

Nothing in this letter reserves capacity for the referenced development.

WASTEWATER TREATMENT

The referenced development's wastewater will be treated at North Regional Wastewater Treatment Plant (NRWWTP).

The referenced development is expected to increase wastewater demand from its current land use potential of 0.006 MGD to 0.044 MGD, for an increase of 0.038 MGD average day demand. The level of service standard for wastewater treatment plants is average day flow.

Treatment Plant

As of March 2021, the one-year average day flow for the NRWWTP was 74.6 MGD and committed capacity was 2.15 MGD average day flow, for a total of 76.75 MGD. Committed capacity means capacity for which construction permits have already been signed but the development is not yet generating demand.

The NRWWTPs permitted capacity is 95.00 MGD. Current available treatment plant capacity is 18.25 MGD (95.00 – 76.75). Current projections indicate capacity will be sufficient and no further expansion of the plant is contemplated.

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Page 1 of 2

WASTEWATER COLLECTION SYSTEM PIPING

The referenced development is within the service area of the City of Deerfield Beach. Please contact them for information on the ability of their wastewater collection system piping to provide the required level of service.

Please contact me at (954) 831-0968 or mmanrique@broward.org if you have any questions.

Sincerely,

Mario Manrique
Mario Manrique, E.I.
Plan Reviewer

MM/bgb

c: Rolando Nigaglioni, P.E., Planning and Development Manager
File: Rezoning and Land Use Plan Amendments

EXHIBIT G

Solid Waste Service Correspondence



Via Email: cynthia.pasch@gmlaw.com

Cynthia A. Pasch, AICP Land Planner
GREENSPOON MARDER, LLP.
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, Florida 3330

Re: Land Use Plan Amendment Verification of Solid Waste Service.

Dear Miss Pash:

Thank you for providing us with the information on the net impact on solid waste demand from the Land Use Plan Amendment (Magnifier # 65A-CRD) located at the southwest corner of W. Hillsboro Blvd. and Natura Blvd.

I am pleased to inform you that the above Land Use Plan Amendment Verification of Solid Waste Service, has been reviewed by the Sustainable Management Dept. (Recycling and Solid Waste Division) and was found to be Acceptable as it relates to collection services.

Best Regards,

César E. Osegueda
Safety & Code Compliance Specialist
Department of Sustainable Management
City of Deerfield Beach
401 SW 4TH St. Deerfield Beach, FL 33441
P: 954.480.9804

EXHIBIT H

Drainage Service Correspondence



April 16, 2021

Cynthia A. Pasch, AICP
Greenspoon Marder LLP
200 East Broward Boulevard
Suite 1800
Fort Lauderdale, FL 33301

Re: Land Use Plan Amendment Verification of Drainage

Dear Ms. Pasch:

The Drainage analysis in your correspondence dated December 4, 2020 for the referenced property located at the southeast corner of Hillsboro Boulevard and I-95 is consistent with the City Code and Comprehensive Plan. Be advised that without the benefit of a site plan to review, we cannot confirm the elevations you are indicating in your correspondence. The drainage level of service shall be in accordance with Deerfield Beach Ordinances Section 98-32. Finished floor elevation shall be in accordance with Deerfield Beach Ordinance Section 98-83 and Broward County 100-year Flood Map, the stricter will apply. Water Quality is in accordance with agencies having jurisdiction (i.e. State/county/district/city). Finally, there is an existing SFWMD permit for the eastern parcel; Application #:900713-5, Permit # 06-00426-S-08 which, if impacted by the proposed development, will require a modification.

Barring the above, we have no objection to any improvements planned for the area and will just require proper evidence of approval from agencies with jurisdiction and evidence of compliance with City Ordinance.

If you have any questions or require additional information, please feel free to contact me.

Sincerely,

 **Priscilla M
Cygielnik**

Digitally signed by
Priscilla M. Cygielnik
Date: 2021.04.16
14:53:10 -04'00'

Priscilla Cygielnik, P.E.
Assistant Director for Engineering and Operations

EXHIBIT I

Municipal Park Summary

Deerfield Beach Recreation and Open Space—2020 Update
November 9, 2020

The need for recreation and open space land uses is analyzed by the acres of park land per 1,000 permanent and projected residents. The 1977 Broward County Land Use Plan outlined minimum standards for Community and Regional Parks, which are still in place today. Municipal governments are responsible for providing a minimum of three (3) acres of Community and Regional Parks within the city limits, while Broward County is responsible for providing three (3) acres of Regional parks per 1,000 residents county-wide.

Applying Broward County's 2020-2045 current population estimates (including group quarters), the table below displays the acreage for community parks per 1,000 permanent residents for the existing and 2045 projected Deerfield Beach population. The 382.93 acres of 2020 park acreage is in accordance with the guidelines for community parks outlined in the 2017 Broward County Comprehensive Plan.

Land Use Amendment LUPA #63A amended the boundaries and density of the Century Village 'Dashed Line Area' (DLA) on the City of Deerfield Beach Future Land Use Map. The amendment to the boundaries of the DLA corresponds with the boundaries on the County's Future Land Use Map. Additionally, the amendment changed the maximum allowable density from 11.3 dwelling units per acre (du/ac) to 12.58 du/ac within the DLA to match the density that has been constructed. There are no new dwelling units or development as a result of this amendment. The amendment was adopted by the City Commission on August 4, 2020.

~~The totaled current and allowed park acres have been revised per the County's 2020 - 2045 population estimates. No change to the total current and allowed park acres, required acreage or 'Recreation and Open Space Inventory' table occurs as a result of the adopted amendment.~~

Based on the difference between the required and allowable acreage in the 'Recreation and Open Space Inventory' table on the following page, the City will have a surplus of 118.98 gross acres of recreation and open space acreage at the LOS of 3 acres per 1,000/residents by 2045.

PROJECTED RECREATION ACREAGE PER PERSON 2020 - 2045

Date	Population	Recreation Acreage (Per FLU Map)	Acres per Thousand LOS
2020	78,912	382.93	4.85
2030	89,381	382.93	4.28
2045	93,188	398.54	4.28

RECERTIFIED: 12/12/19
EFFECTIVE: 11/18/20

**Deerfield Beach
Recreation and Open Space Inventory**

2020 Required Park Acreage @ 3 Acres/1000 residents: **236.74** (gross acres)

2045 Required Park Acreage @ 3 Acres/1000 residents: **279.56** (gross acres)

City Parks	Acres (per FLU map)	Allowable Acreage	Notes
Mini Parks			
451 SE 19 Ave	1.49	1.49	
SE 19 Ave Median Park	0.50	0.50	
Sullivan Park	2.51	2.51	
Mayo Howard Park	5.93	5.93	
Crystal Heights Mini Parks (4)	0.85	0.85	
Intracoastal Public Access			
NE 7 ST	0.11		Zoned RM-10
NE 5 ST	0.20		Zoned RM-10
NE 3 ST	0.23		Zoned RM-25
NE 2 ST	0.15		Zoned RM-25
SE 2 ST	0.19		Zoned RS-5
SE 4 ST	0.20		Zoned RS-5
SE 8 ST	0.15		Zoned RM-25
SE 10 ST	0.08		Zoned RM-25
Total	1.31		
Neighborhood Parks			
McKeithen Park	9.17	9.17	
Ecidar Park	3.40	3.40	
Constitution Park	9.36	9.36	
Villages of Hillsboro Park	10.72	10.72	
Crystal Heights Parks (3)	5.98	5.98	
Park in Tallman Pines (2004 annex)	2.11	2.11	
Community Parks			
Pioneer Park	24.95	24.95	Cemetery Includes 14.2 ac required for Pioneer Grove LAC.
Westside Park	23.49	23.49	
Pineview	8.49	8.49	cemetery
Projected TOD Park Acreage Required	2.94		2.94 in 2045 projected
Undeveloped Parks			
185 NE 6 CT	5.65	5.65	
Sand Pine Preserve	28.23	28.23	
500 SW 10 ST	2.54	2.54	
438 NW 4 AVE	0.47	0.47	
Natura Park	1.35	1.35	
Former Tam O'Shanter Golf Course Parcel X	49.65	49.65	
Hillsboro Tech Park	3.45	3.45	Owned by City
Branhilda Richardson Knowles Park (SE 2 nd Ave)	3.30	3.30	Owned by City – within Pioneer Grove LAC

School Sites			
Deerfield High School	37.22	15.34	
Deerfield Middle	30.71	14.93	
Zion Lutheran	12.98	7.21	
Quiet Waters Elementary	22.48	2.68	
Tedder Elementary	15.02	1.64	
Deerfield Beach Elementary	12.99	2.11	
Deerfield Park	9.96	2.35	
Park Ridge	10.16	2.10	
Beaches			
South Beach (Public)	8.42	8.42	
South Beach (Private)	4.67		
Central Beach (Public)	11.71	11.71	
Central Beach (Private)	2.31		
North Beach (Public)	7.69	7.69	
North Beach (Private)	4.28		
Golf Courses			
Century Village	25.66		
Deer Creek Country Club	148.00		
%15 of community park requirement		36.16	(41.93 in 2045 due to increased park LOS requirement)
Other Private Recreational Acreage			
Riverglen Playground Park	0.94		Zoned PUD
Riverglen Green Space	9.02		Zoned PUD
Riverglen Recreation Facility	2.19		Zoned PUD
Waterways Recreation Facilities	6.37		Zoned PUD
Deer Creek Hillsboro Canal Park	2.74	2.74	
Hillsboro Canal Property	33.11	33.11	owned by SFWMD
Crystal Lake	153.19	18.82	*TAZ 34 and 35 pop. (25.72 in 2045 due to population increase)
Century Village Green Space	57.89		Owned by Century Village Master Mgmt.
County Open Space/Parks			
Helwig Park/Conservation Area	9.97		
Military Trail Park/Conservation	20.73		
Regional Parks			
Quiet Waters Park	466.33	10.00	
Deerfield Island Park	53.31	5.33	
Total Park & Open Space Acres	1389.20	Total Allowed	2020
		382.93	
		Total Allowed	2045
		398.54	
* Allowable acreage limited to 3 acres/1000 residents in the vicinity (TAZ 34 & 35)			Revised 11/09/2020 (LUPA #63A)

EXHIBIT J

Traffic Analysis

1) Identify the roadways impacted by the proposed amendment and indicate the number of lanes, current traffic volumes, adopted level of service, and current level of service for each roadway.

The roadway network that will be most impacted by the proposed amendment include three (3) east-west facility and three (3) north-south roadways. These impacted roadways include Hillsboro Boulevard, NW/NE 2nd Street, SW 10th Street, Military Trail, Natura Boulevard and Dixie Highway.

The number of lanes, current traffic volumes, adopted level of services, and current operating conditions (LOS) of the roadways located within the study area are documented in Tables 1a and 1b. Table 1a documents the existing conditions on all study roadways for daily conditions while Table 1b presents the current conditions during the critical PM peak hour. As shown in these two tables, all study roadways are currently operating at acceptable levels of services with the exception of Hillsboro Boulevard, between I-95 and Dixie Highway.

2) Identify the projected level of service for the roadways impacted by the proposed amendment for the short (2024) and long term (2040) planning horizons. Please utilize average daily traffic volumes and PM peak hour traffic volumes per Broward County Metropolitan Planning Organization plans and projections.

Tables 2a and 2b document the projected level of service for the roadways located near the proposed amendment. The short-term horizon year was assumed to be the year 2024 while the long-term planning horizon was assumed to be the year 2040. The 2024 and 2040 projected traffic volumes (AADT) and PM peak hour volumes were based on information contained in Broward County's Roadway Level of Service Analysis for 2019 and 2040.

3) Planning council staff will analyze traffic impacts resulting from the amendment. You may provide a traffic impact analysis for this amendment – calculate anticipated average daily traffic generation for the existing and proposed land use designations. If the amendment reflects a net increase in traffic generation, identify access points to/from the amendment site and provide a distribution of the additional traffic on the impacted roadway network and identify the resulting level of service change for the short (5 year) and long range planning horizons.

A trip generation comparison analysis was undertaken between the potential development under the current land use designation and the potential development under the proposed land use designation. The trip generation comparison analysis was based on the following assumptions:

MAXIMUM LAND USE AND INTENSITY – Existing Land Use Designation

- 165,000 square feet of commercial use

TABLE 1a Hillsboro Center Existing Traffic Conditions (Daily Volumes)							
Roadway	From	To	Number of Lanes	Roadway Capacity	Current AADT	Level of Service	
						Adopted	Current
Hillsboro Boulevard	Military Trail	I-95	6	59,900	51,000	D	C
	I-95	Natura Blvd	6	59,900	60,000	D	F
	Natura Blvd	Dixie Highway	6	59,900	60,000	D	F
	Dixie Highway	US 1	6	50,000	28,500	D	D
NW/NE 2nd Street	NW 3rd Avenue	NE 2nd Avenue	2	13,320	3,100	D	C
SW 10th Street	Military Trail	I-95	6	59,900	55,000	D	C
	I-95	Natura Blvd	6	56,905	34,000	D	C
	Natura Blvd	Dixie Highway	6	56,905	34,000	D	C
	Dixie Highway	US 1	4	32,400	25,500	D	D
Military Trail	SW 10th Street	Hillsboro Blvd	4	37,810	26,000	D	C
	Hillsboro Blvd	County Line	4	37,810	27,000	D	C
Natura Boulevard	SW 10th Street	Hillsboro Blvd	4	29,160	10,600	D	C
Dixie Highway	SW 10th Street	Hillsboro Blvd	4	39,800	16,800	D	C
	Hillsboro Blvd	County Line	4	37,810	19,200	D	C

Source: Broward County Metropolitan Planning Organization

TABLE 1b Hillsboro Center Existing Traffic Conditions (PM Peak Hour Volumes)							
Roadway	From	To	Number of Lanes	Roadway Capacity	Current Peak Hour Volume	Level of Service	
						Adopted	Current
Hillsboro Boulevard	Military Trail	I-95	6	5,390	4,845	D	C
	I-95	Natura Blvd	6	5,390	5,700	D	F
	Natura Blvd	Dixie Highway	6	5,390	5,700	D	F
	Dixie Highway	US 1	6	4,500	2,708	D	D
NW/NE 2nd Street	NW 3rd Avenue	NE 2nd Avenue	2	1,197	295	D	C
SW 10th Street	Military Trail	I-95	6	5,390	5,225	D	C
	I-95	Natura Blvd	6	5,121	3,230	D	C
	Natura Blvd	Dixie Highway	6	5,121	3,230	D	C
	Dixie Highway	US 1	4	2,920	2,423	D	D
Military Trail	SW 10th Street	Hillsboro Blvd	4	3,401	2,470	D	C
	Hillsboro Blvd	County Line	4	3,401	2,565	D	C
Natura Boulevard	SW 10th Street	Hillsboro Blvd	4	2,628	1,007	D	C
Dixie Highway	SW 10th Street	Hillsboro Blvd	4	3,580	1,596	D	C
	Hillsboro Blvd	County Line	4	3,401	1,824	D	C

Source: Broward County Metropolitan Planning Organization

TABLE 2a Hillsboro Center Future Traffic Conditions (Daily Volumes)							
Roadway	From	To	# of Lanes 2024/2040	Short Term (2024)		Long Term (2040)	
				AADT	LOS	AADT	LOS
Hillsboro Boulevard	Military Trail	I-95	6/6	51,310	C	52,300	C
	I-95	Natura Blvd	6/6	58,476	D	53,600	C
	Natura Blvd	Dixie Highway	6/6	58,476	D	53,600	C
	Dixie Highway	US 1	6/6	27,929	D	26,100	D
NW/NE 2nd Street	NW 3rd Avenue	NE 2nd Avenue	2/2	3,957	C	6,700	D
SW 10th Street	Military Trail	I-95	6/6	55,643	C	57,700	C
	I-95	Natura Blvd	6/6	36,571	C	44,800	C
	Natura Blvd	Dixie Highway	6/6	36,571	C	44,800	C
	Dixie Highway	US 1	4/4	25,548	D	25,700	D
Military Trail	SW 10th Street	Hillsboro Blvd	4/4	31,952	C	51,000	F
	Hillsboro Blvd	County Line	4/4	32,571	C	50,400	F
Natura Boulevard	SW 10th Street	Hillsboro Blvd	4/4	11,410	C	14,000	D
Dixie Highway	SW 10th Street	Hillsboro Blvd	4/4	21,681	C	37,300	C
	Hillsboro Blvd	County Line	4/4	25,557	C	45,900	F

Source: Broward County Metropolitan Planning Organization

Year 2024/Year 2040

TABLE 2b Hillsboro Center Future Traffic Conditions (PM Peak Hour Volumes)							
Roadway	From	To	# of Lanes 2024/2040	Short Term (2024)		Long Term (2040)	
				AADT	LOS	AADT	LOS
Hillsboro Boulevard	Military Trail	I-95	6/6	4,875	C	4,969	C
	I-95	Natura Blvd	6/6	5,555	F	5,092	C
	Natura Blvd	Dixie Highway	6/6	5,555	F	5,092	C
	Dixie Highway	US 1	6/6	2,654	D	2,480	D
NW/NE 2nd Street	NW 3rd Avenue	NE 2nd Avenue	2/2	376	C	637	D
SW 10th Street	Military Trail	I-95	6/6	5,286	D	5,482	F
	I-95	Natura Blvd	6/6	3,474	C	4,256	C
	Natura Blvd	Dixie Highway	6/6	3,474	C	4,256	C
	Dixie Highway	US 1	4/4	2,428	D	2,442	D
Military Trail	SW 10th Street	Hillsboro Blvd	4/4	3,035	C	4,845	F
	Hillsboro Blvd	County Line	4/4	3,094	C	4,788	F
Natura Boulevard	SW 10th Street	Hillsboro Blvd	4/4	1,084	C	1,330	D
Dixie Highway	SW 10th Street	Hillsboro Blvd	4/4	2,060	C	3,544	D
	Hillsboro Blvd	County Line	4/4	2,428	C	4,361	F

Year 2024/Year 2040

MAXIMUM LAND USE AND INTENSITY – Proposed Land Use Designation

- 242,000 square feet of office use
- 360 multifamily residential units

Tables 3a and 3b on the following page present the results of the trip generation comparison analysis. The results of the trip generation comparison analysis indicate that the proposed Land Use Plan Amendment (LUPA) is projected to generate approximately -1,253 less daily trips and approximately -110 less trips during the critical PM peak hour, when compared against the potential development under the current Land Use Plan.

4) Provide any transportation studies relating to this amendment, as desired.

A transportation analysis is presented herein (refer to Tables 1a through 4b).

TABLE 3a
Trip Generation Summary (Existing Commercial Land Use)
Hillsboro Center

Land Use	Size	Daily Trips	AM Peak Hour			PM Peak Hour		
			Total Trips	Inbound	Outbound	Total Trips	Inbound	Outbound
G. Commercial (LUC 820)	165,000 sf	8,451	197	122	75	787	378	409
Gross/Driveway Trips		8,451	197	122	75	787	378	409
Pass-by (-34%)		-2,873	-67	-41	-26	-268	-129	-139
External Trips		5,578	130	81	49	519	249	270

Source: ITE Trip Generation Manual (10th Edition)

TABLE 3b
Trip Generation Summary (Proposed Mixed-Use Residential)
Hillsboro Center

Land Use	Size	Daily Trips	AM Peak Hour			PM Peak Hour		
			Total Trips	Inbound	Outbound	Total Trips	Inbound	Outbound
Office (LUC 710)	242,000 sf	2,501	254	218	36	264	42	222
Multifamily (LUC 221)	360 units	1,958	130	34	96	158	96	62
Gross Trips		4,459	384	252	132	422	138	284
Driveway/External Trips		4,325	380	250	130	409	132	278

Source: ITE Trip Generation Manual (10th Edition)

Difference in Trips (Proposed - Existing)		Daily	AM Peak			PM Peak		
New Trips	Driveway	-4,126	183	128	55	-378	-246	-131
	External	-1,253	250	169	81	-110	-117	8

TABLE 4a
Hillsboro Center
Project Impacts (Daily Volumes)

Roadway	From	To	Number of Lanes	Roadway Capacity	Project Traffic = -1,253		Project Impacts	
					Percent	Trips	% of Cap.	Significant
Hillsboro Boulevard	Military Trail	I-95	6	59,900	20%	-251	-0.4%	No
	I-95	Natura Blvd	6	59,900	60%	-752	-1.3%	No
	Natura Blvd	Dixie Highway	6	59,900	20%	-251	-0.4%	No
	Dixie Highway	US 1	6	50,000	10%	-125	-0.3%	No
NW/NE 2nd Street	NW 3rd Avenue	NE 2nd Avenue	2	13,320	5%	-63	-0.5%	No
SW 10th Street	Military Trail	I-95	6	59,900	10%	-125	-0.2%	No
	I-95	Natura Blvd	6	56,905	10%	-125	-0.2%	No
	Natura Blvd	Dixie Highway	6	56,905	10%	-125	-0.2%	No
	Dixie Highway	US 1	4	32,400	10%	-125	-0.4%	No
Military Trail	SW 10th Street	Hillsboro Blvd	4	37,810	5%	-63	-0.2%	No
	Hillsboro Blvd	County Line	4	37,810	5%	-63	-0.2%	No
Natura Boulevard	SW 10th Street	Hillsboro Blvd	4	29,160	20%	-251	-0.9%	No
Dixie Highway	SW 10th Street	Hillsboro Blvd	4	39,800	5%	-63	-0.2%	No
	Hillsboro Blvd	County Line	4	37,810	0%	0	0.0%	No

Source: Broward County Metropolitan Planning Organization

TABLE 4b
Hillsboro Center
Project Impacts (PM Peak Hour Volumes)

Roadway	From	To	Number of Lanes	Roadway Capacity	Project Traffic = -110		Project Impacts	
					Percent	Trips	% of Cap.	Significant
Hillsboro Boulevard	Military Trail	I-95	6	5,390	20%	-22	-0.4%	No
	I-95	Natura Blvd	6	5,390	60%	-66	-1.2%	No
	Natura Blvd	Dixie Highway	6	5,390	20%	-22	-0.4%	No
	Dixie Highway	US 1	6	4,500	10%	-11	-0.2%	No
NW/NE 2nd Street	NW 3rd Avenue	NE 2nd Avenue	2	1,197	5%	-5	-0.5%	No
SW 10th Street	Military Trail	I-95	6	5,390	10%	-11	-0.2%	No
	I-95	Natura Blvd	6	5,121	10%	-11	-0.2%	No
	Natura Blvd	Dixie Highway	6	5,121	10%	-11	-0.2%	No
	Dixie Highway	US 1	4	2,920	10%	-11	-0.4%	No
Military Trail	SW 10th Street	Hillsboro Blvd	4	3,401	5%	-5	-0.2%	No
	Hillsboro Blvd	County Line	4	3,401	5%	-5	-0.2%	No
Natura Boulevard	SW 10th Street	Hillsboro Blvd	4	2,628	20%	-22	-0.8%	No
Dixie Highway	SW 10th Street	Hillsboro Blvd	4	3,580	5%	-5	-0.2%	No
	Hillsboro Blvd	County Line	4	3,401	0%	0	0.0%	No

Source: Broward County Metropolitan Planning Organization

NOTE: Significant is defined as project impacts equal or greater than 3% of the roadways Capacity.



EXHIBIT K

Mass Transit Service Letter



Transportation Department

TRANSIT DIVISION- Service and Capital Planning

1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8382

VIA EMAIL

December 21, 2020

Cynthia A. Pasch, AICP
Land Planner
Greenspoon Marder, P.A.
PNC Building
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301

RE: Transit Verification Letter – City of Deerfield Beach - Land Use Plan Amendment

Dear Ms. Pasch:

Broward County Transit (BCT) has reviewed your correspondence dated December 4, 2020 regarding the Land Use Plan Amendment (LUPA) for the proposed land use change located at the Southeast corner of Hillsboro Boulevard and Interstate 95, in the City of Deerfield Beach for current and planned transit service. The current transit service provided within a quarter mile of the amendment site is limited to BCT fixed routes 48,50 and the City of Deerfield Beach Community Shuttle Express I & II. Please refer to the following table for detailed information.

BUS ROUTE	DAYS OF SERVICE	SERVICE SPAN A.M. – P.M	SERVICE FREQUENCY
BCT Route 48	Weekday	6:15a – 9:01p	40 minutes
	Saturday	6:15a – 9:01p	40 minutes
	Sunday	Not In Service	Not In Service
BCT Route 50	Weekday	5:30a – 11:10p	20 minutes
	Saturday	5:30a – 11:10p	30 minutes
	Sunday	7:47a – 8:50p	45 minutes
Deerfield Beach Community Shuttle Express 1	Weekday	8:00a – 4:00p	60 minutes
Deerfield Beach Community Shuttle Express 2	Weekday	8:00a – 4:00p	60 minutes

As part of the 30 year [Mobility Advancement Program](#) , BCT will implement several fixed route bus improvements, including shorter headways and increased span of service on weekdays

Broward County Board of County Commissioners
Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Dale V.C. Holness • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
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Transportation Department

TRANSIT DIVISION- Service and Capital Planning

1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8382

and weekends, for BCT Route 48 and 50. Planned improvements include the restoration of service for BCT Route 20 along Military Trail by extending the northern segment from Hillsboro Boulevard to Boca Town Center Mall and realignment of route to serve Sample Road Tri-rail Station. Additional improvements include the implementation of a new rapid service via Dixie Highway, between Hillsboro Boulevard and Broward Terminal.

Please be advised that the needs of any existing or future bus stops located adjacent or within the amendment site will be addressed during the project's development review process.

BCT has adequate capacity of current and planned services to meet additional service demand as described in this proposed LUPA. BCT recommends that any proposed (re)development on the amendment site be designed to provide safe movement for pedestrians and bicycles including transit connectivity between the existing sidewalk / bicycle network and proposed future bus stops.

Please feel free to call me at 954-357-8387 or email me at Dimunoz@broward.org if you require any additional information or clarification on this matter.

Sincerely,

Diego B. Munoz

Diego B. Munoz
Planner
Service and Strategic Planning

Broward County Board of County Commissioners

Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Dale V.C. Holness • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
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EXHIBIT L

Public School Impact Analysis

The School Board of Broward County, Florida
SCHOOL CONSISTENCY REVIEW REPORT

LAND USE
SBBC-2986-2020
County No: TBD
Hillsboro Center Land Use Plan Amendment

March 3, 2021



Growth Management
Facility Planning and Real Estate Department
600 SE 3rd Avenue, 8th Floor
Fort Lauderdale, Florida 33301
Tel: (754) 321-2177 Fax: (754) 321-2179
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SCHOOL CONSISTENCY REVIEW REPORT - LAND USE

PROJECT INFORMATION	IMPACT OF PROPOSED CHANGE	PROPERTY INFORMATION
Date: March 3, 2021	Units Permitted 0 Units Proposed 360	Existing Land Use: Commercial
Name: Hillsboro Center Land Use Plan Amendment	NET CHANGE (UNITS): 360	Proposed Land Use: Mixed Use Residential
SBBC Project Number: SBBC-2986-2020	Students Permitted 0 Proposed 8	Current Zoning: Commercial
County Project Number: TBD	Mid 0 7	Proposed Zoning: Planned Development
Municipality Project Number: TBD	High 0 14	Section: 1
Owner/Developer: Grover Corlew	Total 0 29	Township: 48
Jurisdiction: Deerfield Beach		Range: 42

SHORT RANGE - 5-YEAR IMPACT

Currently Assigned Schools	Gross Capacity	LOS* Capacity	Benchmark** Enrollment	Over/Under LOS	Classroom Equivalent Needed to Meet LOS	% of LOS*** Capacity
Deerfield Park Elementary	754	829	601	-228	-12	72.5%
Deerfield Beach Middle	1,482	1,543	1,201	-342	-15	77.8%
Deerfield Beach High	2,848	2,848	2,394	-454	-7	84.1%

Currently Assigned Schools	Adjusted Benchmark	Over/Under LOS-Adj. Benchmark Enrollment	% LOS Capacity Adjusted Benchmark	Projected Enrollment				
				21/22	22/23	23/24	24/25	25/26
Deerfield Park Elementary	601	-228	72.5%	609	587	568	558	570
Deerfield Beach Middle	1,207	-336	78.2%	1,165	1,170	1,176	1,161	1,180
Deerfield Beach High	2,407	-177	84.5%	2,471	2,457	2,443	2,425	2,412

Students generated are based on the student generation rates contained in the currently adopted Broward County Land Development Code. A traditional cohort survival methodology is used to project school-by-school District traditional school enrollment out over the next five years, and a proportional share of charter school enrollment is used to project future charter school enrollment by school level Districtwide. For more information: <http://www.broward.k12.fl.us/dse/Enrollment/Proj.html>. The annual benchmark enrollment is used to apply individual charter school enrollment impacts against school facility review processes. * This number already represents the higher of 100% gross capacity or 110% permanent capacity. ** The first Monday following Labor Day. *** Greater than 100% represents above the adopted Level Of Service (LOS). INFORMATION CONTAINED HEREIN IS CURRENT AS OF THE DATE OF REVIEW.

* See comments for additional Impacted Planning Area information
School Consistency Review Report - Prepared by the Facility Planning and Real Estate Department - The School Board of Broward County, Florida

Page 1

LONG RANGE - TEN-YEAR IMPACT

Impacted Planning Area	School District's Planning Area Data			Aggregate Projected Enrollment				
	Aggregate School Capacity	Aggregate Enrollment	Aggregate Over/(Under) Enrollment	25/26	26/27	27/28	28/29	29/30
Area 7 - Elementary	17,705	12,096	-5,609	12,034	11,858	11,690	11,527	11,357
Area 7 - Middle	7,885	6,596	-1,289	6,803	6,852	6,881	6,909	6,938
Area 7 - High	11,157	8,657	-2,500	8,546	8,524	8,507	8,493	8,476

* See comments for additional impacted Planning Area information

CHARTER SCHOOL INFORMATION

Charter Schools within 2-mile radius	2019-20 Contract Permanent Capacity	2019-20 Benchmark** Enrollment	Over/(Under)	Projected Enrollment		
				21/22	22/23	23/24
Somerset Academy Key Middle	495	333	-162	333	333	333
Somerset Key High School	800	271	-529	271	271	271

Students generated are based on the student generation rates contained in the currently adopted Broward County Land Development Code. A traditional cohort survival methodology is used to project school-by-school District traditional school enrollment out over the next five years, and a proportional share of charter school enrollment is used to project future charter school enrollment by school level Districtwide. For more information: <http://www.broward.k12.fl.us/dsa/EnrollmentProj.shtml>. The annual benchmark school enrollment is used to apply individual charter school enrollment impacts against school facility review processes.

**The First Monday following Labor Day
INFORMATION CONTAINED HEREIN IS CURRENT AS OF THE DATE OF REVIEW

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School Consistency Review Report - Prepared by the Facility Planning and Real Estate Department - The School Board of Broward County, Florida

Page 2

**PLANNED AND FUNDED CAPACITY ADDITION IN THE ADOPTED DISTRICT EDUCATIONAL FACILITIES PLAN
(Years 1 - 5)**

School(s)	Description of Capacity Additions
Deerfield Park Elementary	There are no capacity additions scheduled in the ADEFP that will increase the reflected FISH capacity of the school.
Deerfield Beach Middle	There are no capacity additions scheduled in the ADEFP that will increase the reflected FISH capacity of the school.
Deerfield Beach High	There are no capacity additions scheduled in the ADEFP that will increase the reflected FISH capacity of the school.

**PLANNED CAPACITY ADDITION IN THE ADOPTED DISTRICT EDUCATIONAL FACILITIES PLAN
(Years 6 - 10)**

Capacity Additions for Planning Area 7	
School Level	Comments
Elementary	None
Middle	None
High	None

INFORMATION CONTAINED HEREIN IS CURRENT AS OF THE DATE OF REVIEW

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School Consistency Review Report - Prepared by the Facility Planning and Real Estate Department - The School Board of Broward County, Florida

Page 3

Comments

Information contained in the application indicates that the approximately 16.5-acre site located south of West Hillsboro Boulevard between I-95 and SW Natura Boulevard in the City of Deerfield Beach. The current land use designation for the site is Commercial, which allows no residential units. The applicant proposes to change the land use designation to Mixed Use Residential to allow 360 mid-rise (two or more bedroom) units, which is anticipated to generate 29 additional students (8 elementary, 7 middle, and 14 high) into Broward County Public Schools.

This application was reviewed based on its location in the School District's Long Range Seven Planning Areas, and Ten-Year Long Range Plan contained in the Adopted District Educational Facilities Plan (ADEFP FY 2020-21 - 2024-25). However, the statistical data regarding the Level of Service (LOS) standard status of the actual schools impacted by this land use application in the initial five years of the ten-year period is depicted herein for informational purposes only.

Schools serving the amendment site in the 2020-21 school year are Deerfield Park Elementary, Deerfield Beach Middle, and Deerfield Beach High. Based on the District's Public School Concurrency Planning Document, all the schools are operating below the adopted LOS of the higher of 100% gross capacities or 110% permanent capacities in the 2020-21 school year. Incorporating the cumulative students anticipated from approved and vested developments anticipated to be built within the next three years (2020-21 – 2022-23), all schools are expected to operate below the adopted LOS of the higher of 100% gross capacities or 110% permanent capacities through the 2022-23 school year. It should be noted that the permanent school capacity or Florida Inventory of School Housing (FISH) for the impacted schools reflects compliance with the class size constitutional amendment and the permanent capacity additions that are planned for the schools within the first three years of the Five-Year Adopted DEFP FY 2020-21 – 2024-25. Also, to ensure maximum utilization of the impacted Concurrency Service Areas, the Board may utilize other options such as school boundary changes to accommodate students generated from developments in the County. Charter schools located within a two-mile radius of the site in the 2020-21 school year are depicted herein.

Capital Improvements scheduled in the long-range section (2025-26 to 2029-30) of the currently Five-Year Adopted DEFP FY 2020-21 – 2024-25 regarding pertinent impacted schools are depicted above. Based on the School District's Seven Long Range Planning Areas, the amendment site is located within Planning Area "7" and the elementary, middle, and high schools currently serving Planning Area "7" and their cumulative twentieth day student enrollments, permanent capacities, and ten-year student enrollment projections are depicted herein.

Therefore, Planning Area "7" is anticipated to have sufficient excess capacity to support the students generated by the residential units proposed in the Planning Area.

Please be advised that if approved, the residential units from this project will be subject to a public school concurrency review at the plat, site plan (or functional equivalent) phase of development review, whichever comes first.

INFORMATION CONTAINED HEREIN IS CURRENT AS OF THE DATE OF REVIEW

* See comments for additional Impacted Planning Area information
School Consistency Review Report - Prepared by the Facility Planning and Real Estate Department - The School Board of Broward County, Florida

Page 4

The School Board of Broward County, Florida
SCHOOL CONSISTENCY REVIEW REPORT
PROJECT NUMBER: SBBC-2986-2020

March 3, 2021

Date

Reviewed By:

Mohammed Rasheduzzaman

Signature

Mohammed Rasheduzzaman, AICP

Name

Planner

Title

* See comments for additional Impacted Planning Area information
School Consistency Review Report - Prepared by the Facility Planning and Real Estate Department - The School Board of Broward County, Florida

Page 5

EXHIBIT M

State of Florida Historic Preservation Review



This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at CompliancePermits@dos.MyFlorida.com for project review information.

October 22, 2020

Greenspoon Marder LLP
Cynthia A. Pasch, AICP
Land Planner
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, Florida 33301
Telephone: 954-527-6266
cynthia.pasch@gmlaw.com

In response to your request on October 22, 2020, the Florida Master Site File lists no cultural resources recorded in the designated area located at T48S R42E Section 01, Broward County.

When interpreting the results of our search, please consider the following information:

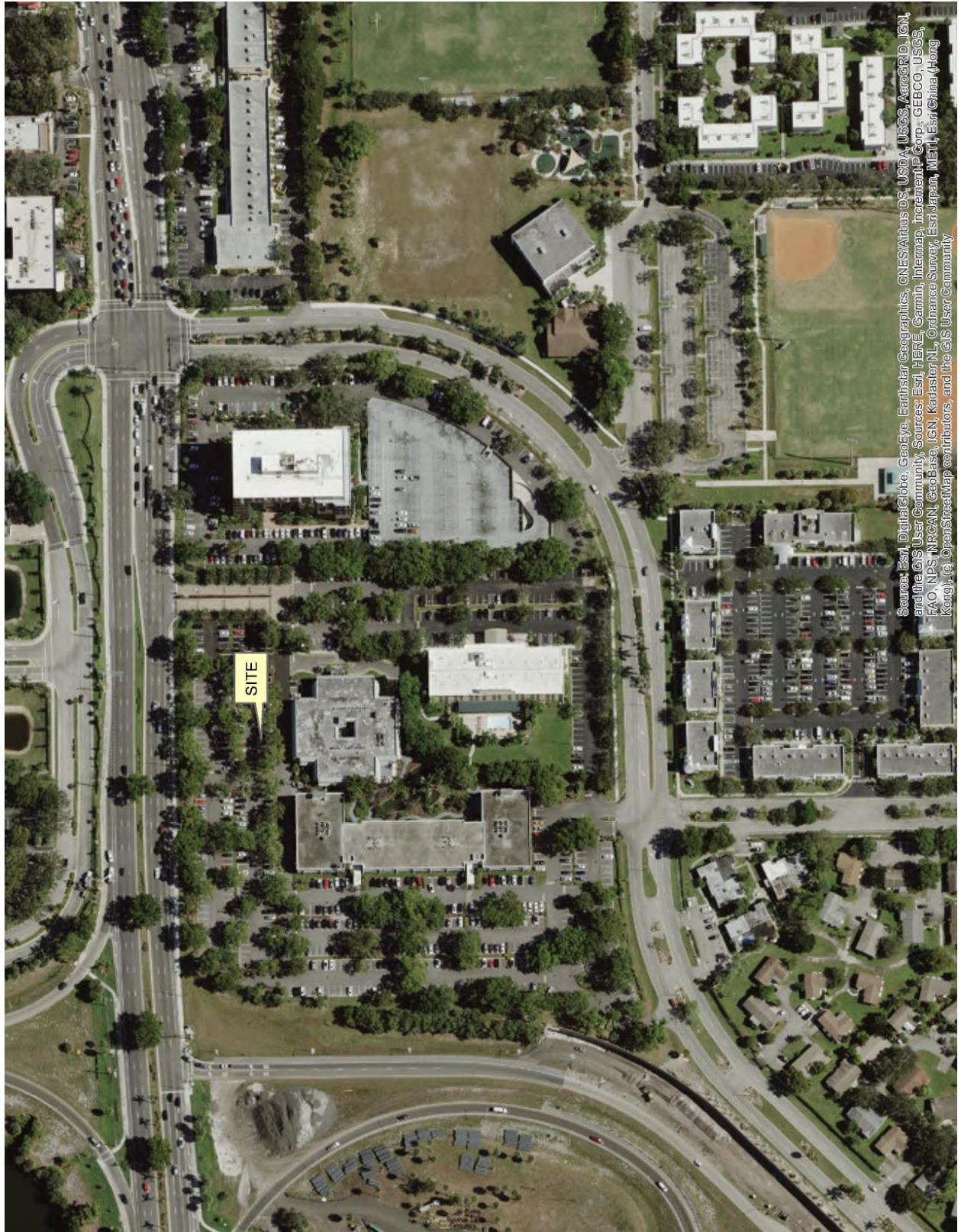
- This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.
- Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.
- While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.
- Federal, state and local laws require formal environmental review for most projects. This search **DOES NOT** constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at CompliancePermits@dos.MyFlorida.com

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

Eman M. Vovsi, Ph.D.
Florida Master Site File
Eman.Vovsi@DOS.MyFlorida.com

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Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community. Sources: Esri, HERE, Garmin, Intermap, Intermap, Inc., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, Mapbox, OpenStreetMap contributors, and the GIS User Community

EXHIBIT N

Affordable Housing Analysis

An Affordable Housing Market Assessment in the City of Deerfield Beach, Florida

April 9, 2021



Report Commission

This report was commissioned in order to satisfy BrowardNext County Land Use Plan Policy 2.16.2 for a project that is proposed in the City of Deerfield Beach, Broward County, Florida. That policy requires that “For amendments which propose to add 100 or more residential dwelling units to the existing densities approved by the Broward County Land Use Plan, Broward County and affected municipalities shall coordinate and cooperate to implement the affected municipality’s chosen policies, methods, and programs to achieve and/or maintain a sufficient supply of affordable housing.”

The City of Deerfield Beach has adopted a Comprehensive Plan pursuant to Rule 9J-5.010 of the Florida Administrative Code. Within that adoption document, the City has included a Housing Element that sets forth certain goals, objectives, and policies that are supported through a companion Support Document.

As part of a land use plan amendment application, the Broward County Planning Council requires interim updates of the existing supply and demand for affordable housing and the strategies to be utilized to meet the expected needs.

This report estimates the current (2020) demand and projects (to 2025) the future demand for various housing needs.

The report relies on various public and subscription sources of information regarding demographic, economic, market, and housing data that is referenced throughout the report.



Report Summary

Using the Broward County Planning Council's required methodology, *A Baseline Model to Quantify the Levels of Affordable Housing Need and Supply in Broward County and its Municipalities*, prepared by Florida International University's Jorge M. Pérez Metropolitan Center (February 2020), the City of Deerfield Beach has a **current deficit of affordable housing for home ownership in the moderate-income band but has a current surplus in the low-income band. By 2025, deficits in both bands will exist.**

The methodology demonstrates that **rental properties for those at all but the moderate-income bands are currently in very short supply and will continue to be a challenge for the City through 2025**

The City continues to address affordable housing issues and devotes resources in an attempt to address the issues of affordable housing.

Increasing the availability of housing supply will help to make all housing more affordable. The proposed project will add needed housing that will address the diminishing available supply in the City.

Methodology

This study examines current housing conditions within the City of Deerfield Beach, Florida (“the City”), which is generally stated for calendar years 2019/2025 (the latest U.S. Census Bureau American Community Survey data available (CY2019) and the supplemental data source from Esri¹ (CY2020)) and projected to calendar year 2025 using Esri demographic forecasts available for that year.

The Broward County Planning Council engaged Florida International University (FIU) to recommend a methodology for analyzing supply and demand of housing needs throughout Broward County. FIU developed their methodology utilizing published data from the U.S. Census Bureau’s American Community Survey (ACS). This ACS data is available for each municipality in Broward County. The methodology does not describe what methods to use to forecast out the five years required under the Planning Council’s rules. In order to forecast out to the year 2025, Esri’s Community Analyst/Business Analyst databases that provide this information using their sources and methods were used. The FIU methodology is particularly sensitive to the primary factors of Median Household Income and housing stock forecasts. Esri’s forecasts are believed to be reliable and very up-to-date and draw upon a variety of publicly available and proprietary sources. Median Household Income (MHI) provides the basis for several benchmarks and assumptions. This number is parsed into three bands: Very Low Income (50% of the

¹ Esri is an international supplier of geographic information system software, web GIS and geodatabase management applications. For this study, we have utilized various databases specific to the City of Deerfield Beach that have been prepared by Esri. Products utilized include the Business Analyst, Community Analyst, and ArcGIS systems. Details on how Esri conducts forecasts of demographic and housing information can be found in *Methodology Statement: 2020/2025 Esri US Demographic Updates, An Esri® White Paper, June 2020*.

MHI); Low Income (50.1% to 80% of MHI); and Moderate Income (80.1% to 120% of MHI). All data used is initially derived from updates to information provided by the 2010 Census.

Estimates and Projections of Population, Median Household Income, And Housing Units

The 2019 ACS data for the City of Deerfield Beach and the Esri estimates for 2020 and its forecasts for 2025 are summarized below:

	2019 ACS Estimates	2020 Esri Estimates	2025 Esri Forecasts
Population	81,066	79,149	81,249
Median Household Income	48,124	46,225	50,500
Housing Units, Total	41,597	43,775	44,414
Housing Units, Occupied	32,105	20,137	20,564

The Broward County Property Appraiser (BCPA) notes that for 2020 there were a minimum of 35,969 residential dwelling units being assessed for fire protection services². Added to this number are dwelling or residential units or assessed through the mixed use/special use category utilized by BCPA. This is their estimate as of January 1, 2020. The 2020 Esri estimates of housing units are based upon the ACS 2019 survey, plus Esri's forecasting methodology³. We have used the Esri estimates for the purposes of

² Broward County Property Appraiser's Office web link:
<https://bcpa.net/Includes/Downloads/2020/FinalFireSummaries/2020%20Deerfield%20Beach%20Final%20Fire%20Recap.pdf>

³ Esri is an international supplier of geographic information system (GIS) software, web GIS and geodatabase management applications. Esri provides subscriptions to various database information they maintain for their GIS software. Some of those databases contain forecasts based upon proprietary methodology developed and maintained by Esri. Housing units are forecasted by Esri using "...[the] recorded change in the housing inventory...culled from several data sources, including multiple construction data inputs from Metrostudy, data for new manufactured homes placed by state from the Census Bureau, and building permits for permit-issuing places and counties. Numerous independent sources are leveraged to obtain detailed information on housing development data where no building permits exist. Independent estimates of change in occupancy are calculated from USPS residential lists, the American Community Survey, and various state and local data

this report. The addition of the proposed residential units would increase the supply of rental housing. ***In the absence of this additional supply, housing costs would likely increase across most affordability bands than if the rental housing were not constructed.***

sources. Additionally, data from the Current Population Survey and the Housing Vacancy Survey from the Census Bureau is used to model trends in occupancy.” Methodology Statement: 2020/2025 Esri US Demographic Updates, June 2020

Affordable Housing Criteria and Gap Analysis

The Broward County Land Development Code §5-201 defines Affordable Housing as *“Housing for which monthly rents or monthly mortgage payments (including taxes and insurance) do not exceed 30 percent of an amount representing the percentage (low = 80%; moderate = 120%) of the median income limits, as published by the U.S. Department of Housing and Urban Development, adjusted for family size for the households.”*

Using the ACS and Esri data and applying that data to the FIU supply and demand model, the “Gap” analysis provided the following estimates of supply, demand, and differences, which uses the 2019 ACS’s Income Limits and Rent Limits median household income of \$53,474 and \$41,975, respectively, and the percentage bands previously described:

(continued)



Gap Analysis, FIU Model
Utilizing 2019 American Community Survey Data and 2025 Esri Forecast
Home Ownership

Total Owner-Occupied Units		19,105				
Median Household Income		53,474				
Median Owner Home Value		168,600				
Cost-Burdened Owner Units		6,610	35%			
"Severely" Cost-Burdened Owner Units		3,821	20%			
2019 ACS	HH Income Category	Total Households (Demand)	Home Purchase at Affordable Price Levels		Number of Owner Units Within Affordable Price Range (Supply)	Surplus/Gap within Affordable Price Range
Low Income Owners	51% - 80% Median		51% Median	80% Median	51% - 80% Median	
	\$27,272 - \$42,779	1,930	\$81,815	\$128,338	3,021	1,092
Moderate Income Owners	81% - 120% Median		81% Median	120% Median	81% - 120% Median	
	\$42,780 - \$64,169	5,475	\$128,339	\$192,506	4,057	-1,417
Moderate Income Owners and Renters	81% - 120% Median		81% Median	120% Median	81% - 120% Median	
	\$42,780 - \$64,169	8,082	\$128,339	\$192,506	8,066	-17

Total Owner-Occupied Units		20,557				
Median Household Income		56,985				
Median Owner Home Value		233,114				
Cost-Burdened Owner Units		7,401	36%			
"Severely" Cost-Burdened Owner Units		4,523	22%			
2025 Esri	HH Income Category	Total Households (Demand)	Home Purchase at Affordable Price Levels		Number of Owner Units Within Affordable Price Range (Supply)	Surplus/Gap within Affordable Price Range
Low Income Owners	51% - 80% Median		51% Median	80% Median	51% - 80% Median	
	\$29,062 - \$45,588	2,529	\$87,187	\$136,764	2,629	100
Moderate Income Owners	81% - 120% Median		81% Median	120% Median	81% - 120% Median	
	\$45,589 - \$68,382	4,291	\$136,765	\$205,146	3,723	-568
Moderate Income Owners and Renters	81% - 120% Median		81% Median	120% Median	81% - 120% Median	
	\$45,589 - \$68,382	6,921	\$136,765	\$205,146	9,312	-2,391

The FIU model shows current deficits in the moderate income bands for home ownership and renters who would own homes. By 2025, home ownership in the low-income band will also have a deficit. Home ownership for those renting will become a challenge.

When using the FIU model for renters, we find the following:

Gap Analysis, FIU Model
Utilizing 2019 American Community Survey Data and 2025 Esri Forecast
Renters

Total Renter-Occupied Units		13,000				
Median Renter Household Income		41,975				
Median Gross Rent		1,326				
Cost-Burdened Renter Units		7,330	56%			
"Severely" Cost-Burdened Renter Units		5,460	42%			

2020 ACS	HHI Income Category	Number of Renter Households (Demand)	Affordable Rent Levels		Number of Renter Units Within Affordable Price Range	Surplus/Gap within Affordable Price Range
Extremely Low Income	0 - 30% Median		0% Median	30% Median	0 - 30% Median	
	\$0 - \$12,592	1,467	\$0	\$315	401	-1,065
Very Low Income	31% to 50% Median		31% Median	50% Median	31% to 50% Median	
	\$12,593 - \$21,407	2,364	\$316	\$535	236	-2,128
Low Income	51% - 80% Median		51% Median	80% Median	51% - 80% Median	
	\$21,408 - \$33,580	1,934	\$536	\$840	804	-1,131
Moderate Income	81% - 120% Median		81% Median	120% Median	81% - 120% Median	
	\$33,581 - \$50,370	2,607	\$841	\$1,259	4,008	1,401

Total Renter-Occupied Units		14,657				
Median Renter Household Income		44,731				
Median Gross Rent		1,413				
Cost-Burdened Renter Units		9,967	56%			
"Severely" Cost-Burdened Renter Units		6,156	42%			

2025 Esri	HHI Income Category	Number of Renter Households (Demand)	Affordable Rent Levels		Number of Renter Units Within Affordable Price Range	Surplus/Gap within Affordable Price Range
Extremely Low Income	0 - 30% Median		0% Median	30% Median	0 - 30% Median	
	\$0 - \$13,419	2,269	\$0	\$335	451	-1,817
Very Low Income	31% to 50% Median		31% Median	50% Median	31% to 50% Median	
	\$13,420 - \$22,813	1,623	\$336	\$570	291	-1,332
Low Income	51% - 80% Median		51% Median	80% Median	51% - 80% Median	
	\$22,814 - \$35,785	2,018	\$571	\$895	1,299	-719
Moderate Income	81% - 120% Median		81% Median	120% Median	81% - 120% Median	
	\$35,786 - \$53,677	2,630	\$896	\$1,342	5,589	2,959

The City currently has noticeable deficits for all bands except the moderate-income band. Moving forward to 2025, a surplus is forecasted in the Moderate-income band, but deficits continue to exist in the remaining bands. This dynamic is a result of increasing MHI and an increased number of units in the moderate income band.

Addressing The Demand For Affordable Housing

The City has for many years addressed its affordable housing needs through many initiatives, programs, and expenditure of funds. In addition to encouraging the development of new housing units, the City has implemented the following programs:

PURCHASE ASSISTANCE PROGRAM

The purchase assistance program is a deferred second mortgage that assists with down payment and closing costs for existing and new home purchases. New construction must have received a certificate of occupancy within the last twelve months. Applicants will not receive the maximum award in all cases. Assistance is in the form of a deferred loan secured by a mortgage and note at a zero percent (0%) interest rate. The loan is not forgiven on a prorated basis, and is for a period of up to 15 years.

The loan will be considered default if any of the following occurs during the loan term:

- Sale;
- Transfer or conveyance of property;
- Conversion to a rental property;
- Loss of homestead exemption status;
- Failure to occupy the home as primary residence; and/or
- Acquires a reverse mortgage.

If any of these occur, the outstanding balance will be due and payable. In case where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by an eligible heir who must occupy the home as a primary residence. If the legal heir is not eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

Applicants must contribute no less than 3% of the purchase price towards their down

payment. At least 1.5% of the 3% contribution must be of the owners own funds. At maximum, 1.5% of the 3% contribution may be in the form of a gift, so long as the source of the gift is revealed. The assisted property must have insurance by closing date. The City will not accept any position less than second in the mortgage/lien process.

OWNER-OCCUPIED REHABILITATION PROGRAM

The owner-occupied rehabilitation program is a deferred second mortgage that assists with needs of repair to correct code enforcement violations, health and safety issues, electrical, plumbing, roofing, windows, air conditioning units, and other structural items. Applicants will not receive the maximum award in all cases. Final award is based on the home inspection report; therefore, applicants will not receive the maximum award in all cases.

The Loan is forgiven on a prorated basis, per annum:

- Ten percent (10%) for 10 year terms, and
- Six and sixty-sevenths percent (6.67%) for 15 year terms

The loan will be considered default if any of the following occurs during the loan term:

- Sale;
- Transfer or conveyance of property;
- Conversion to a rental property;
- Loss of homestead exemption status;
- Failure to occupy the home as primary residence; and/or
- Acquires a reverse mortgage.

If any of these occur, the outstanding balance will be due and payable. In case where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by an eligible heir who must occupy the home as a primary residence. If the legal heir is not

eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

HOME PARTNERSHIP PROGRAM (HOME)

The HOME Investment Partnerships Program provides formula grants to states and localities that communities use – often in partnership with local nonprofit groups – to fund a wide range of activities including building, buying, and/or rehabilitation affordable housing for rent or homeownership or providing direct rental assistance to low-income people. It is the largest Federal block grant to state and local governments designed exclusively to create affordable housing for low-income households.

The City of Deerfield Beach is a member of the Broward County HOME Consortia. The City uses HOME funds to provide home purchase and rehabilitation assistance to eligible homeowners and new homebuyers and receives \$184,014 annually for this initiative.

FLORIDA HOUSING FINANCE CORPORATION'S STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM.

The SHIP program provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing. It is designed to serve very low, low and moderate income families. The City expects to receive \$939,299 annually.

COMMUNITY DEVELOPMENT BLOCK GRANT PRIORITIES

The City's 2020-2024 Consolidated Plan and the FY2020-2021 Annual Action plan provide for the following programs and priorities:

Housing Rehabilitation. The City expects to allocate \$500,000 over the 5-year plan to rehabilitate 20 housing units. The City provides rehabilitation services of qualified owner-

occupants, with incomes within the 50% and 80% range based on income limits established by HUD and adjusted for family size. Owner-occupied rehabilitation services include: correct code enforcement violations, health and safety issues, electrical and plumbing as deemed health and safety, repair or replacement of roofing, repair or replacement of windows and doors, and/or repair or replacement of air conditioning units.

Purchase Assistance. During the 5-year planning period, the City will be allocating \$1,262,830 for direct financial assistance to homebuyers. The City provides purchase assistance to qualified homebuyers within 50% to 80% range based on income limits established by HUD and adjusted for family size. Purchase assistance includes: closing costs, and down payment assistance. The eligibility criteria is below:

Household Size	Very Low Income (0-30% AMI)	Low Income (31% - 50% AMI)	Moderate Income (51% - 80% AMI)
1	\$18,750	\$31,200	\$49,950
2	\$21,400	\$35,650	\$57,050
3	\$24,010	\$40,100	\$64,200
4	\$26,750	\$44,550	\$71,300
5	\$30,680	\$48,150	\$77,050
6	\$35,160	\$51,700	\$82,750
7	\$39,640	\$55,250	\$88,450
8	\$44,120	\$58,850	\$94,150

Recent land purchases in Central Deerfield Beach by the City of Deerfield Beach Community Redevelopment Agency and the Deerfield Beach Housing Authority are suitable for affordable housing and will be incorporated in to an in-fill housing program targeting very-low and moderate-income families.

Rent and Utility Assistance Program

During COVID-19, the City established a rent and utility assistance program to income eligible city residents affected by COVID-19 due to job loss or pay-cuts. The program will provide up to \$10,000 per household for past due rent and utility cost. The program is funded through Community Development Block Grant Coronavirus (CDBG-CV)- \$989,121 and State of Florida Coronavirus Relief Funds (CRF)- \$492,000. The one-time assistance will be in the form of a grant and does not require repayment.

The program is available to low to moderate- income residents that meet the income criteria as determined by the US Department of Housing and Urban Development, see income chart below.

Household Size	1	2	3	4	5	6
Maximum Income Per Household	\$49,950	\$57,050	\$64,200	\$71,300	\$77,050	\$82,750

EXHIBIT O

Conceptual Master Plan



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-743

Agenda Date: 7/20/2021

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2021-087: 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; APPROVING SUPPLEMENTAL APPROPRIATIONS AND BUDGET TRANSFERS IN THE AMOUNT OF \$2,341,275 FROM THE BUILDING FUND TO THE GENERAL FUND TO REIMBURSE THE GENERAL FUND FOR THE PRIOR YEARS BUILDING FUND EXPENDITURES, AND \$1,920,226 FROM THE FUND BALANCE OF THE GENERAL FUND TO THE GENERAL FUND APPROPRIATIONS IN ORDER TO COVER THE FY 2020 ENCUMBERED PURCHASE ORDERS THAT WERE CARRIED FORWARD TO FY 2021; PROVIDING FOR CONFLICTS, SEVERABILITY 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

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 after, may amend the budget for a purpose not specifically authorized in Section 166.241 paragraph (5)(a) or paragraph (5)(b), must adopt the budget amendment in the same manner as the original budget. This proposed amendment to the budget meets this requirement.

Article 5 of the City Charter provides that if there are revenues in excess of those estimated in the budget, the Commission by ordinance may make supplemental appropriations for the year up to the amount of such excess. This budget amendment is requesting to appropriate the excess revenue to expend for other contractual services.

Carry forward of FY2020 Purchase Orders Encumbrances

The Operating Budget Development and Controls of the City's Accounting Policies and Procedures adopted by Commission in 2018 states the City adopts annual operating budgets on a non-GAAP budgetary basis for the General Fund and the enterprise funds, as well as the following special revenue funds: Road and Bridge Tax Fund, Community Development Block Grant Fund, and the Community Redevelopment Agency Fund. The remaining special revenue funds are governed by grants with different fiscal periods and are funded at levels that the City has little control over or measurable knowledge of at the time the City adopts the other budgets.

For budgetary control purposes, encumbrance accounting is utilized, whereas purchase orders, contracts and other financial commitments for expenditures are recorded in order to reserve that portion of the applicable appropriation. Encumbrances outstanding at year-end are reported as reservations of fund balance, since they do not constitute expenditures or liabilities. Unless encumbered by a purchase order, the budget appropriations lapse at the end of each year.

Therefore, encumbered purchase orders were carried forward or re-encumbered into the new fiscal year and the expenditure budget modified or increased by the amount of the re-encumbrance. No adjustment to the revenue budget to appropriate the corresponding reservation of the funding source occurred.

Building Permit Fund

In March 2020, a budget amendment in the amount of \$2,341,276 from Fund Balance to the General Fund and from the General Fund to the newly created Building Permit Fund was requested and approved to appropriate additional building fee revenue received from increased building, inspection and permitting activity that occurred in FY2019 to cover the related tru-up expenditures.

Current Activity

Carry forward of FY2020 Purchase Orders Encumbrances

For FY2021, encumbered purchase orders from FY2020 and older were carried forward or re-encumbered without modifying the current budget in order to keep the budget balance. Each account and purchase order was thoroughly reviewed and discussions were conducted with departments regarding the status of the purchase orders. The carry forward portion of the Budget Amendment request is the result of the completed analysis of what is needed.

This budget amendment will keep the General Fund in budgetary balance with the appropriation of not only the expenditure, but also the revenue source of funding to increase clarity and transparency.

Building Permit Fund

The expenditures that the Building Permit Fund budget amendment covered were FY2019 related and therefore those expenses were accrued or recognized in FY2019 General Fund as the Building Permit Fund did not exist in FY2019. Therefore, the excess \$2.3M recognized in the Building Permit Fund's Fund Balance at FYE2020 should be transferred to the General Fund to reimburse for those FY2019 expenditures.

Recommendation

Staff recommends approval of the Ordinance.

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; APPROVING SUPPLEMENTAL APPROPRIATIONS AND BUDGET TRANSFERS IN THE AMOUNT OF \$2,341,275 FROM THE BUILDING FUND TO THE GENERAL FUND TO REIMBURSE THE GENERAL FUND FOR THE PRIOR YEARS BUILDING FUND EXPENDITURES, AND \$1,920,226 FROM THE FUND BALANCE OF THE GENERAL FUND TO THE GENERAL FUND APPROPRIATIONS IN ORDER TO COVER THE FY 2020 ENCUMBERED PURCHASE ORDERS THAT WERE CARRIED FORWARD TO FY 2021; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, pursuant to Section 166.241(5), Florida Statutes, "the 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, the City Manager has certified that there are revenues or unappropriated fund balance available for appropriation in excess of those originally estimated in the budget for the fiscal year ending September 30, 2021; and

WHEREAS, pursuant to Section 5.05(1) of the City Charter, the City Commission may, by Ordinance, make supplemental appropriations for the fiscal year, up to the amount of such excess revenues and unappropriated fund balance; and

WHEREAS, the proposed budget amendment, attached and incorporated herein as Exhibit "A", authorizes supplemental appropriations and budget transfers: (i) in the amount of \$2,341,276 from the Building Permit Services Fund ("Building Fund") to the General Fund to reimburse the General Fund for the prior years Building Fund expenditures, and (ii) in the amount of \$1,920,226 from the Fund Balance of the General Fund to the General Fund appropriations in order to cover the Fiscal Year 2020 encumbered purchase orders that were carried forward to Fiscal Year 2021 (collectively, the "Amendments"); and

WHEREAS, City staff recommends approving the Amendments to the City's budget for the fiscal year ending September 30, 2021, as set forth in the attached Exhibit "A", (the "Budget Amendment").

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 appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Ordinance.

Section 4. All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. 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 6. 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
BUDGET AMENDMENT
FISCAL YEAR ENDING SEPTEMBER 30, 2021

GENERAL FUND	ORIGINAL	BUDGET	BUDGET	AMENDED
ESTIMATED REVENUES:	BUDGET	AMENDMENT	AMENDMENT	BUDGET
Property taxes	46,096,554	-	-	46,096,554
Sales and Use Taxes	1,277,474	-	-	1,277,474
Public Service Taxes	8,102,223	-	-	8,102,223
Franchise Fees & Business Taxes	7,627,821	-	-	7,627,821
Licenses and Permits	712,632	-	-	712,632
Intergovernmental Revenue	7,249,201	-	-	7,249,201
Charges for Services	8,029,735	-	-	8,029,735
Fines and Forfeitures	936,500	-	-	936,500
Fire Assessment Fees	13,014,824	-	-	13,014,824
Capital Lease Proceeds	1,700,395	-	-	1,700,395
Loan Proceeds	4,500,000	-	-	4,500,000
Miscellaneous Revenues	8,483,070	-	-	8,483,070
TOTAL SOURCES	107,730,429	-	-	107,730,429
Transfers In	2,105,540	-	2,341,276	4,446,816
Fund Balances/Reserves	1,733,314	1,920,266	-	3,653,580
TOTAL REVENUES, TRANSFERS & BALANCES	111,569,283	1,920,266	2,341,276	115,830,825
EXPENDITURES:				
City Commission	401,744	-	-	401,744
City Manager	777,447	-	-	777,447
City Clerk	676,774	-	-	676,774
City Attorney	621,000	2,472	-	623,472
Central Services	7,381,319	-	-	7,381,319
Financial Services	2,528,739	13,182	-	2,541,921
Human Resources	723,733	-	-	723,733
Planning & Development Services	2,279,642	71,499	-	2,351,141
Information Technology Services	2,074,681	-	-	2,074,681
Economic Development	342,081	-	-	342,081
Internal Logistics Management	-	183,889	-	183,889
Legislative & Community Affairs	465,503	-	-	465,503
Public Affairs & Marketing	492,930	-	-	492,930
Law Enforcement	28,041,340	-	-	28,041,340
Fire/Rescue	36,179,627	1,241,811	-	37,421,438
Ocean Rescue	2,035,476	-	-	2,035,476
Sustainable Management	1,054,684	-	-	1,054,684
Environmental Services	2,359,824	356,874	-	2,716,698
Parks & Recreation	11,442,087	4,500	-	11,446,587
Non-Departmental	11,367,958	46,038	-	11,413,996
Community Participation	50,000	-	-	50,000
Debt Service	272,694	-	-	272,694
TOTAL EXPENDITURES	111,569,283	1,920,265	-	113,489,548
Transfers Out	-	-	-	0
Fund Balances/Reserves/Net Assets	-	-	2,341,276	2,341,276
TOTAL APPROPRIATED EXPENDITURES				
TRANSFERS, RESERVES & BALANCES	111,569,283	1,920,265	2,341,276	115,830,824
BUILDING PERMIT SERVICES FUND				
ESTIMATED REVENUES:	ORIGINAL	BUDGET	BUDGET	TOTAL
	BUDGET	AMENDMENT	AMENDMENT	AMENDED
			TWO	BUDGET
Building Permits	5,031,500	-	-	5,031,500
TOTAL SOURCES	5,031,500	-	-	5,031,500
Fund Balances/Reserves	-	-	2,341,276	2,341,276
TOTAL REVENUES, TRANSFERS & BALANCES	5,031,500	-	2,341,276	7,372,776
EXPENDITURES:				
Planning & Development Services	4,912,121	-	-	4,912,121
Non-Departmental	119,379	-	-	119,379
TOTAL EXPENDITURES	5,031,500	-	-	5,031,500
Transfers Out	-	-	2,341,276	2,341,276
Fund Balances/Reserves/Net Assets	-	-	-	-
TOTAL APPROPRIATED EXPENDITURES				
TRANSFERS, RESERVES & BALANCES	5,031,500	-	2,341,276	7,372,776

**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, July 20, 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. 2021-087: 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; APPROVING SUPPLEMENTAL APPROPRIATIONS AND BUDGET TRANSFERS IN THE AMOUNT OF \$2,341,275 FROM THE BUILDING FUND TO THE GENERAL FUND TO REIMBURSE THE GENERAL FUND FOR THE PRIOR YEARS BUILDING FUNDEXPENDITURES, AND \$1,920,226 FROM THE FUND BALANCE OF THE GENERAL FUND TO THE GENERAL FUND APPROPRIATIONS IN ORDER TO COVER THE FY 2020 ENCUMBERED PURCHASE ORDERS THAT WERE CARRIED FORWARD TO FY 2021; PROVIDING FOR CONFLICTS, SEVERABILITY 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, July 9, 2021



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-752

Agenda Date: 7/20/2021

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

DRAFT: P.H. 2021-088: ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE VIII "LOCAL HOUSING ASSISTANCE PROGRAM" OF THE CITY CODE OF ORDINANCES TO PROVIDE FOR CONSISTENCY WITH STATE LAW; 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

As a recipient of State Housing Initiative Partnership ("SHIP") funds, the City established an Affordable Housing Advisory Committee (the "AHAC") in 2008, as required by Florida Statute Section 420.9076. The purpose of AHAC is to review the established policies and procedures, ordinances, land development regulations, local government comprehensive plan and recommend specific actions or initiatives to the City Commission to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value.

Triennially, the advisory committee is required to submit an Affordable Housing Incentive Report to the City Commission for review and further transmittal to the Florida Housing Finance Corporation ("FHFC"). At a minimum, the Committee must submit a report to the local governing body that includes recommendations on affordable housing incentives in the following areas:

- The processing of approvals of development orders or permits for affordable housing projects is expedited to a greater degree than other projects, as provided in Section 163.3177(6)(f)3., Florida Statutes.
- All allowable fee waivers provided for the development or construction of affordable housing.
- The allowance of flexibility in densities for affordable housing.
- The reservation of infrastructure capacity for housing for very-low-income persons, low income persons, and moderate-income persons.
- Affordable accessory residential units.
- The reduction of parking and setback requirements for affordable housing.
- The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.

- The modification of street requirements for affordable housing.
- The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
- The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
- The support of development near transportation hubs and major employment centers and mixed-use developments.

Current Activity

On July 1, 2020, HB 1339 was signed by Governor Ron DeSantis, amending Section 420.9076, Florida Statutes, which necessitates an amendment to the City Code for the City AHAC on the following:

- Appointment of an Elected Official to the AHAC;
- Complete an AHAC Incentive Strategies report annually; and
- Submit AHAC Report to Florida Housing Coalition (FHC).

Recommendation

Staff recommends that the City Commission approve the revisions to the City Code relating to the AHAC.

ORDINANCE NO. 2021/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION,” ARTICLE VIII “LOCAL HOUSING ASSISTANCE PROGRAM” OF THE CITY CODE OF ORDINANCES TO PROVIDE FOR CONSISTENCY WITH STATE LAW; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, as a recipient of State Housing Initiative Partnership (“SHIP”) funds, the City established the Affordable Housing Advisory Committee (the “Committee”) in 2008, as required by Section 420.9076, Florida Statutes; and

WHEREAS, the purpose of the Committee is to review the established policies and procedures, ordinances, land development regulations, and local government comprehensive plan, and recommend specific actions or initiatives to the City Commission to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value; and

WHEREAS, in 2020, the Florida Legislature passed House Bill 1339, amending the State Housing Initiatives Partnership Act (the “Act”) in Chapter 420, Florida Statutes, to provide for completion of an annual incentives strategy report, submittal of the report to the Florida Housing Coalition, and for an elected official to be appointed to the Committee; and

WHEREAS, the City Commission desires to amend Chapter 2 “Administration,” Article VIII “Local Housing Assistance Program” of the City Code to provide for consistency with the recently amended state law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA THAT:

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

Section 2. Chapter 2 “Administration,” Article VIII “Local Housing Assistance Program” of the City Code of Ordinances is hereby amended to read as follows¹:

Chapter 2 – ADMINISTRATION

ARTICLE VIII. – LOCAL HOUSING ASSISTANCE PROGRAM

¹ Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in ~~strikethrough~~.

Sec. 2-476. Definitions.

For the purposes of this article, the definitions contained in the State Housing Initiatives Partnership Act (the “Act”) in Chapter 420, Florida Statutes, and Chapter 9167-37, Florida Administrative Code, as they may be amended from time to time, are adopted herein by reference.

Sec. 2-480. Establishment of affordable housing advisory committee.

The affordable housing advisory committee shall be made up of at least eight but no more than 11 members. The committee must consist of one elected official and one representative from at least six of the categories below as follows:

- (1) One citizen ~~that~~ who is actively engaged in the residential home building industry in connection with affordable housing;
- (2) One citizen ~~that~~ who is actively engaged in the banking or mortgage banking industry in connection with affordable housing;
- (3) One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing;
- (4) One citizen who is actively engaged as an advocate for low income persons in connection with affordable housing;
- (5) One citizen who is actively engaged as a for profit provider of affordable housing;
- (6) One citizen who is actively engaged as a not-for-profit provider of affordable housing;
- (7) One citizen who is actively engaged as a real estate professional in connection with affordable housing;
- (8) One citizen who actively serves on the local planning agency;
- ~~(119)~~ One citizen who resides within the jurisdiction of the City of Deerfield Beach;
- ~~(1210)~~ One citizen who represents ~~employees~~ employers within the jurisdiction;
- ~~(1311)~~ One citizen who represents essential service personnel as defined in the local housing plan.

The affordable housing committee shall ~~tri~~-annually review the city's established policies and procedures, ordinances, land development regulations and comprehensive plan and recommend specific actions or initiatives to encourage or facilitate affordable housing.

Sec. 2-481. Review and approval of the affordable housing incentive plan.

- (a) Within 30 days of their receipt from the committee, the city shall forward the committee's recommendation to the city commission for review and consideration. ~~Following the review of such recommendations~~ Within 90 days after the date of receipt of the evaluation and local housing incentive strategies recommendations from the committee, the city commission shall adopt an amendment to its local housing assistance plan to incorporate the local housing incentive strategies it will implement within the City affordable housing incentive plan ("incentive plan").
- (b) Upon adoption of the incentive plan, the city shall forward, or cause to be forwarded, a copy of the adopted incentive plan to appropriate agencies pursuant to the requirements of the Act.
- ~~(c) Within 12 months after the original adoption of the housing assistance plan, amend the plan to include local housing incentive strategies as defined in F.S. § 420.9071(16).~~

Secs. 2-482—2-500. Reserved.

Section 3. 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, Florida.

Section 4. If any word, phrase, clause, sentence, or section of this ordinance is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this ordinance.

Section 5. That this Ordinance shall be in full force and effect immediately upon its passage and adoption.

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, FLORIDA
NOTICE OF PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED that a public hearing will be before the City Commission on **Tuesday, July 20, 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. 2021-088: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE VIII "LOCAL HOUSING ASSISTANCE PROGRAM" OF THE CITY CODE OF ORDINANCES TO PROVIDE FOR CONSISTENCY WITH STATE LAW; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

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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.

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BY: SAMANTHA GILLYARD, CMC, CITY CLERK

Publish: Sun-Sentinel
Friday, July 9, 2021



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-721

Agenda Date: 7/20/2021

Status: BOARD APPOINTMENTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing the 11 individuals, listed in Exhibit "A" as members, to the Affordable Housing Advisory Committee; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

As a recipient of State Housing Initiative Partnership ("SHIP") funds, the City established an Affordable Housing Advisory Committee (the "Committee") in 2008, as required by the Florida Statute Section 420.9076. The purpose of the Committee is to review the established policies and procedures, ordinances, land development regulations, local government comprehensive plan and recommend specific actions or initiatives to the City Commission to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value.

Annually, the Committee is required to submit an Affordable Housing Incentive Report to the City Commission for review and further transmittal to the Florida Housing Finance Corporation ("FHFC"). At a minimum, the Committee must submit a report to the City Commission that includes recommendations on affordable housing incentives in the following areas:

- The processing of approvals of development orders or permits, as defined in s. 163.3164(7) and (8), for affordable housing projects is expedited to a greater degree than other projects.
- The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.
- The allowance of flexibility in densities for affordable housing.
- The reservation of infrastructure capacity for housing for very-low-income persons, low income persons, and moderate-income persons.
- The allowance of affordable accessory residential units in residential zoning districts.
- The reduction of parking and setback requirements for affordable housing.
- The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.
- The modification of street requirements for affordable housing.
- The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.

- Preparation of a printed inventory of locally owned public lands suitable for affordable housing.
- The support of development near transportation hubs and major employment centers and mixed-use developments.

On July 1, 2020, HB1339 was signed by Governor Ron DeSantis, with statutory changes that required amendment to the current ordinance for the Committee, including:

- Appointment of an Elected Official to the Committee
- Completion of an AHAC Incentive Strategies report annually
- Submittal of the AHAC Report to Florida Housing Coalition ("FHC")

Current Activity

The Legislative & Community Affairs Department needs members for its AHAC board. The Committee, which recommends strategies for the Local Housing Assistance Plan ("LHAP") must be comprised of at least eight but no more than 11 members, and must consist of one elected official and one representative from at least six of the categories below:

- (a)** A citizen with residential home building industry in connection with affordable housing.
- (b)** A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.
- (c)** A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
- (d)** A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.
- (e)** A citizen who is actively engaged as a for-profit provider of affordable housing.
- (f)** A citizen who is actively engaged as a not-for-profit provider of affordable housing.
- (g)** A citizen who is actively engaged as a real estate professional in connection with affordable housing.
- (h)** A citizen who actively serves on the local planning agency pursuant to s. 163.3174. If the local planning agency is comprised of the governing board of the county or municipality, the governing board may appoint a designee who is knowledgeable in the local planning process.
- (i)** A citizen who resides within the jurisdiction of the local governing body making the appointments.
- (j)** A citizen who represents employers within the jurisdiction.
- (k)** A citizen who represents essential services personnel, as defined in the local housing assistance plan.

Currently, the Committee has no active members. The following persons submitted applications for appointment to the Committee:

1. Ben Preston, Vice Mayor
2. Harold Weber, (a) Residential Builder
3. Abner Clerveax, (b) Banking or Mortgage Industry

4. David Cherry (c) Labor Activity
5. Betty Ferguson (d)
6. Faith Dickens, (f) Non-Profit Provider
7. Carolyn McNamara (g) Real Estate Professional (previously served 2018)
8. Eric Power, (h) Planning Board Member
9. Ophelia Papworth (i) Resident
10. Brian Bennett (i) Resident (previously served 2018)
11. Cheri Zettle (j) Employee Representative

Applications are on file in the City Clerk's Office.

The Committee vacancies were advertised by Legislative & Community Affairs staff and the Deerfield Beach Housing Authority contacted previous committee members as well as other community members to participate in the Committee.

Recommendation

Staff is recommending City Commission approval of the applicants listed above to the Affordable Housing Advisory Committee by resolution for a one-year term.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING THE 11 INDIVIDUALS
LISTED IN EXHIBIT “A” AS MEMBERS TO THE AFFORDABLE
HOUSING ADVISORY COMMITTEE; AND PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, as a recipient of State Housing Initiative Partnership (“SHIP”) funds, the City established the Affordable Housing Advisory Committee (the “Committee”) in 2008, as required by Section 420.9076, Florida Statutes; and

WHEREAS, the purpose of the Committee is to review the established policies and procedures, ordinances, land development regulations, and local government comprehensive plan, and recommend specific actions or initiatives to the City Commission to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value; and

WHEREAS, the Committee, which recommends strategies for the Local Housing Assistance Plan (“LHAP”), must be comprised of at least eight but no more than 11 members, and must consist of one elected official and one representative from at least six of the categories listed in Section 420.9076(2), Florida Statutes; and

WHEREAS, the Committee currently has no active members; and

WHEREAS, the City Commission finds it to be in the best interest of the City to appoint the 11 individuals listed in Exhibit “A” to the Committee for a one-year term.

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 11 individuals listed in Exhibit “A” are hereby appointed to serve as members of the Affordable Housing Advisory Committee of the City of Deerfield Beach for one-year terms.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

EXHIBIT “A”
AFFORDABLE HOUSING ADVISORY COMMITTEE APPOINTMENTS

Vice Mayor Ben Preston
Harold Weber
Abner Clerveax
David Cherry
Betty Ferguson
Brian Bennett
Faith Dickens
Carolyn McNamara
Eric Power
Ophelia Papworth-Rivera
Cheri Zettle



AFFORDABLE HOUSING ADVISORY COMMITTEE

Creating Authority: Ordinance No. 2021/ - (guidelines)

Method of Appointment: Resolution No. 2021/ -

Financial Disclosure: None

Compensation: None

Meeting Dates: at least once annually

Liaison: Jonathan Salas, Acting Director of Legislative & Community Affairs
(954) 490-4464, jsalas@deerfield-beach.com

Name	Address	Phone	Replaces	Reso Number	Date Appointed	Term Expires
(VACANT) Essential Service			New			07/20/2022
(VACANT) Banking - Mortgage			New			07/20/2022
(VACANT) Non-profit provider			New			07/20/2022
(VACANT) Resident			New			07/20/2022
(VACANT) Planning Board Member			New			07/20/2022
(VACANT) Low income Advocate			New			07/20/2022
(VACANT) Residential Builder			New			07/20/2022
(VACANT) For Profit Provider			New			07/20/2022
(VACANT) Real Estate			New			07/20/2022
(VACANT) Employee Rep.			New			07/20/2022

Continued on next page

(VACANT) Labor Rep.	New	07/20/2022
(VACANT) Elected Official	New	07/20/2022

Functions and Responsibilities:

That the powers and duties of this committee shall be as follows:

- 1) State legislative changes affecting the name, makeup and responsibility of the Ship Advisory Committee went into effect in 2008; and the changes reestablish the Advisory Committee as the Affordable Housing Advisory Committee; and
- 2) The Affordable Housing Committee shall tri-annually review the City's established policies, ordinances, land development regulations and comprehensive plan and recommend specific actions or initiatives to encourage or facilitate affordable housing.
- 3) The Affordable Housing Advisory Committee shall be made up of eleven (11) members as follows:
 - A. One citizen that is actively engaged in the residential home building industry in connection with affordable housing;
 - B. One citizen that is actively engaged in the banking or mortgage banking industry in connection with affordable housing;
 - C. One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing;
 - D. One citizen who is actively engaged as an advocate for low income persons in connection with affordable housing;
 - E. One citizen who is actively engaged as a for profit provider of affordable housing;
 - F. One citizen who is actively engaged as a not-for-profit provider of affordable housing;
 - G. One citizen who is actively engaged as a real estate professional in connection with affordable housing;
 - H. One citizen who actively serves on the local planning agency;
 - I. One citizen who resides within the jurisdiction of the City of Deerfield Beach;
 - J. One citizen who represents employees within the jurisdiction;
 - K. One citizen who represents essential service personnel as defined in the local housing plan.

➤ Essential service personnel for the county or eligible municipality, including, but not limited to, teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, skilled building trades personnel, and other job categories.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-787

Agenda Date: 7/20/2021

Status: BOARD APPOINTMENTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Amie Kay Tanner to the Historic Preservation Board; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On January 14, 2020, the City of Deerfield Beach City Commission adopted Ordinance 2020/004 creating the Historic Preservation Board ("Board") establishing the power and duties of the Board and providing that the Board shall consist of five (5) regular members. The purpose of the Board is to inventory, designate, certify, regulate, and manage resources in the City.

Current Activity

On May 25, 2021 Clem "Butch" Santy resigned from the Board, creating a vacancy. Amie Kay Tanner has expressed an interest in serving on the Board and has been nominated by Commissioner Bernie Parness to fulfill the vacancy. Upon approval of this appointment, the Board will have no vacancies.

Recommendation

Approval is recommended.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING AMIE KAY TANNER
TO THE HISTORIC PRESERVATION BOARD; AND PROVIDING FOR
AN EFFECTIVE DATE**

WHEREAS, on January 14, 2020, the City of Deerfield Beach City Commission adopted Ordinance 2020/004 creating the Historic Preservation Board (the “Board”), establishing the powers and duties of the Board, and providing that the Board shall consist of five regular members; and

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

WHEREAS, the purpose of the Board is to inventory, designate, certify, regulate, and manage historic resources in the City; and

WHEREAS, Amie Kay Tanner has expressed interest in serving on the Board; and

WHEREAS, Commissioner Bernie Parness has nominated Amie Kay Tanner to serve as a member of the Board.

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

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

Section 2. Amie Kay Tanner is hereby appointed to serve as a member of the Historic Preservation Board of the City of Deerfield Beach for a term ending May 15, 2025.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: 6/17/2021

The attached application from Amie Kay Tanner for the

Historic Preservation Board

has been received.

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

- ☒ Regular Member
☐ Alternate Member

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

Bernie Parness

Signature:

Date: 6/28/21

Appointing
Elected Official:

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

Please return to City Administration for processing.



City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: Historic Perservation Board

Are you willing to be considered for an alternate Board or Committee? Yes ☒ No ☐

Name Amie Kay Tanner

Address 111 S.E. 5th Ave. Odas Tanner Way S.

City Deerfield Beach State FL Zip 33441

I reside in District # (can be found on back of your Voter Registration Card) 1 (one)

Year-Round Resident? Yes ☒ No ☐

If No, how what months are you away?

Home Phone 954-245-8937 Work/Mobile Phone

E-mail amie.tanner@tannera.com

Employer Retired

Address

Occupation (if retired, please indicate and list former occupation) Law Librarian

Please list any governmental Advisory Boards or Committees on which you currently serve:

Original Public Art Committee

CITY OF DEERFIELD BEACH
RECEIVED

MAY 8 2020

CITY CLERK'S OFFICE

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas

Palm Beach Junior College	Lake Worth, FL	AA	1967	Fashion Design
FSU	Tallahassee, FL			Elementary Education
FAU	Boca Raton, FL	BFA	1976	Theatre
FAU	Boca Raton, FL	MEd	1980	Art Education
USF	Tampa, FL			Information Science

Professional: Certification(s)

Daytona Beach Community College	Daytona Beach, FL	Photography
VCS Retouching	HUDSON FL.	PHOTO ENHANCEMENT
GOLD COAST SCHOOL OF Real Estate	Boca Raton, FL	Real Estate Assoc.

Knowledge: Training, interest or experience

Construction: Office work, Field Work; including walk through, Punch out, Scheduling
Photography: Studio operation, Camera operation, Copy and Restoration
Historical Research:

Community Involvement: List organizations/positions

DB 75th Anniversary Committee 2000; DB Memorial Committee 2005;

Organizations: Memberships

Friends of Deerfield Island Park
Deerfield Beach Historical Society
DB Woman's Club
KIWANIS OF D.B.

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature:



Date: May 3, 2020

Print Name: Amie Kay Tanner

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.



HISTORIC PRESERVATION BOARD

Creating Authority:

Ordinance No. 2020/004

Method of Appointment:

Five (5) Regular Members

Financial Disclosure:

Required

Compensation:

None

Liaison:

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

Meeting Dates:

1st Thursday, quarterly or four (4) times within the calendar year

Functions and Responsibilities:

Providing historical markers, plaques, and other recognition for individual historic resources, districts, archaeological sites, archaeological zones, and paleontological zones.

Recommending zoning and building code amendments to the proper authorities to assist in promoting historic preservation.

Developing and applying design guidelines.

Initiating, reviewing, and updating historic site surveys in the City.

Reviewing National Register nominations and providing comments to the appropriate entities.

Reviewing and making recommendations to City staff regarding grants and financial incentives that assist in promoting historic preservation within the City that are available to property owners and the City.

Promoting the awareness of historic preservation and its community benefits.

Preparing and maintaining records of the Historic Preservation Board's actions and decisions.

Fulfilling all obligations and requirements associated with the Certified Local Government Program.
Promoting and assisting in the creation, program, and work of local historical, archaeological, and genealogical societies.

Method of Appointment:

The Commission shall attempt to nominate architects, realtors, archaeologists, historians, neighborhood activists, lawyers or other individuals from the business, financial and other segments of the community who, by virtue of their profession, business or civic involvement, have demonstrated concern for historic preservation.

After expiration of initial members, those appointed in 2020, all other members shall serve for a two (2) year term.

Name Regular Members	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Kiku Martinson (Mayor)	2440 Lob Lolly Lane, Deerfield Beach, FL 33442	954-422-1710 (h) 954-675-3868 (c)	NEW	2021/028	03/16/21	05/15/25
Mary Jones (District 1)	1162 SE 3 rd Terrace, Deerfield Beach, FL 33441	954-205-0258 (cell) 754-323-2479 (work)	NEW	2020/028	03/04/20	05/15/23
Sophia Gayle (District 2)	643 NW 3rd Way Deerfield Beach, FL 33441	954-421-1971 (h) 954-993-9977 (c)	NEW	2021/026	03/16/21	05/15/23
VACANT (District 3)			SANTY			05/15/25
Sally Ling (District 4)	1271 NW 52 nd Way, Deerfield Beach, FL 33442	954-428-4420	SELF	2021/066	05/04/21	05/15/25



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-796

Agenda Date: 7/20/2021

Status: BOARD APPOINTMENTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Ashley Gombs as a regular member and Nicholas Kerns as an alternate member of the Cultural Committee; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Cultural Committee is comprised of ten (10) regular members and five (5) alternates. The Mayor and each district Commissioner appoint two (2) regular members and one (1) alternate. Terms for those members end on May 15th of the year the appointing Commissioner's term ends.

Current Activity

On June 1, 2021, Martha Henry resigned from the Cultural Committee creating a regular member vacancy. Ashley Gombs has expressed an interest in being appointed as the regular member to fulfill the unexpired term and has been nominated by Vice Mayor Preston. Nicholas Kerns has expressed interest in being appointed to the Committee and has been nominated by Commissioner Drosky to serve as an alternate member on the Committee.

Upon approval of the appointment, the Committee will have a total of eight (8) regular members with two (2) vacancies, and two (2) alternate members with three (3) vacancies.

Recommendation

Approval is recommended.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING ASHLEY GOMBS AS A
REGULAR MEMBER AND NICHOLAS KERNS AS AN ALTERNATE
MEMBER OF THE CULTURAL COMMITTEE; AND PROVIDING FOR
AN EFFECTIVE DATE**

WHEREAS, in accordance with City of Deerfield Beach City Code Section 2-167 et. seq., the Cultural Committee (the “Committee”) consists of up to ten regular members and five alternate members and is empowered to make recommendations to the City Commission regarding cultural events and projects; and

WHEREAS, the members of the Cultural Committee are appointed by and serve at the pleasure of the City Commission for terms that expire on May 15th of the year that the term of the appointing Commissioner/Mayor expires; and

WHEREAS, on June 1, 2021, Martha Henry resigned from the Cultural Committee creating a regular member vacancy; and

WHEREAS, Ashley Gombs currently serves as an alternate member on the Committee; and

WHEREAS, Ashley Gombs has expressed interest in serving as a regular member of the Committee and Nicholas Kerns has expressed interest in serving as an alternate member on the Committee; and

WHEREAS, Vice Mayor Preston has nominated Ashley Gombs to serve as a regular member and Commissioner Drosky has nominated Nicholas Kerns to serve as an alternate member of the Cultural Committee.

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

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

Section 2. Ashley Gombs is hereby appointed to serve as a regular member of the Cultural Committee for a term ending on May 15, 2023, and Nicholas Kerns is hereby appointed to serve as an alternate member of the Cultural Committee for a term ending on May 15, 2025. All members shall serve without compensation.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: 6/29/2021

The attached application from Ashley Gombs for the Cultural Committee has been received.

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

- ☒ Regular Member
☐ Alternate Member

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

 6-30-21
Signature: Date:

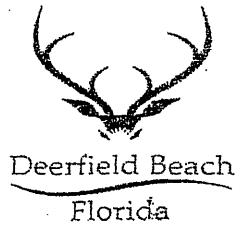
Appointing
Elected Official:

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

Please return to City Administration for processing.

CITY CLERK'S OFFICE

FEB 6 2020



RECEIVED
CITY OF DEERFIELD BEACH
City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: Are you willing to be considered for an alternate Board or Committee Yes ☒ No ☐Name Address City State Zip 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 E-mail Employer Address Occupation (if retired, please indicate and list former occupation)

Please list any governmental Advisory Boards or Committees on which you currently serve:

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
Professional: Certification(s)
N/A
Knowledge: Training, interest or experience
I grew up participating in community events.
Community Involvement: List organizations/positions
any event in the community I can help I do. I mentor and
Organizations; Memberships
N/A

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 ashley gombs

Date 02/06/20

Print Name

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.

Good afternoon,

It was hard to answer the questions properly on the form.

I just wants to add that I love my community. I grew up being involved in all the events the city had to offer.

My father was part of the committee when I was growing up.

Now that I am older, I want to help create the same feeling of happiness for the Deerfield residents.

I love being an asset of a team.

I have great management skills, but I am even better at working with a team.

I am always involved in helping with community event and supporting events.

I would like the opportunity to help make the city I grew up in even greater.

Thank You,

Ashley Gombs



Nominating Form

Application for Appointment to Board or Committee

Date: June 7, 2021

The attached application from Nicholas Kerns for the *Cultural Committee*
~~Education Advisory Board~~ has been received.

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

☒ Regular Member

☒ Alternate Member

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

Signature:

Date:

Appointing
Elected Official:

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

Please return to City Administration for processing.



City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: Education Advisory Board

Are you willing to be considered for an alternate Board or Committee? Yes ☒ No ☐

Name Nicholas Kerns

Address 4738 NW 3rd St

City Deerfield Beach

State FL

Zip 33442

I reside in District # (can be found on back of your Voter Registration Card) 4

Year-Round Resident? Yes ☒ No ☐

If No, how what months are you away?

Home Phone

Work/Mobile Phone 954-234-7804

E-mail nicholaskerns1106@gmail.com

Employer Sonny's Enterprises

Address 5605 Hiatus Rd. Tamarac FL, 33321

Occupation (if retired, please indicate and list former occupation) Sales Manager

Please list any governmental Advisory Boards or Committees on which you currently serve:

N/A

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

Received College Credits for Early Childhood Education and Fundamentals of American Education in 2011 - Delaware County Community College, Pennsylvania

Professional: Certification(s)

N/A

Knowledge: Training, interest or experience

I am a regional software sales manager for a large manufacturing company based in Tamarac. My skills include building and maintaining customer relationships, training both employees and customers how to reach their maximum potential, utilizing all available resources, and managing multiple ongoing projects. I believe these skills can translate into any program or operation where a group of people share a common goal. I wish to volunteer my time in a way that will enrich our city's school faculty and students. I can quickly adapt to fill the role that is needed.

Community Involvement: List organizations/positions

N/A

Organizations: Memberships

N/A

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: N. Kerns

Date: 6/3/2021

Print Name: Nicholas Kerns

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Fax: 954-480-4323

Website: www.deerfield-beach.com

E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed.



CULTURAL COMMITTEE

Creating Authority:

City Charter-Section 3.12 (2)

Method of Appointment:

Resolution No. C-3212

Resolution C-1981/048 (Amending Resolution C-3212)

Resolution C-1989/104 (Amending Resolution C3212 - Changing Composition of Membership)

Resolution C-1989/155 (Amending Resolution C-3212 - Changing Composition of Membership)

Resolution C-1990/102 (Amending Resolution C3212 - Powers and Duties)

Ordinance C-1993/034 (Amending Section 2-167 - Increase membership from 12 to 15)

Ordinance No. 2014/004 (Amending Section 2-167 - Decrease membership from 15 to 9)

Ordinance No. 2014/025 (Amending Section 2-167 - Committee shall consist of 9 regular members and 3 alternate members)

Ordinance No. 2017/009 (Amending Section 2-167 and 2-168 – Membership and Removal for Unexcused Absences)

Financial Disclosure:

Not Required (As of Resolution C-1990/102/Letter from Commission of Ethics)

Compensation:

None

Liaison:

Ashley Molina, Superintendent of Community Events, (954) 480-4429

Meeting Dates:

3rd Monday at 6:30 p.m. at the Central City Campus Conference Room

Functions and Responsibilities:

That the powers and duties of this committee shall be as follows:

- 1) The Deerfield Beach Cultural Committee may recommend to the City Commission various cultural events and projects to be undertaken by the City.
- 2) The Deerfield Beach Cultural Committee may enter into preliminary negotiations concerning the arrangement of cultural events for the City but the committee is not empowered to contract but merely to recommend said events to the City Commission
- 3) The Deerfield Beach Cultural Committee is empowered to recommend to the City Commission the arranging of cultural events, including but not limited to, the method of distribution of tickets and general promotion of said events.
- 4) Should the Deerfield Beach Cultural Committee receive monies from ticket sales or should it receive donations for cultural events then all such monies shall be delivered to the City of Deerfield Beach Department of Management and budget for deposit into a City fund reserved for cultural events and facilities.
- 5) The Deerfield Beach Cultural Committee is empowered to recommend various expenditures that may be incurred in connection with the presentation of approved cultural events. Such expenditures shall only be incurred upon the approval of the City Manager.

Name <i>Regular Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Katherine Freitag (Mayor)	418 SE 2 nd Street Deerfield Beach, FL 33441	804-5474	SELF	2021/052	04/20/21	05/15/25
Perry Victor (Mayor)	48 NE 19 th Terrace Deerfield Beach, FL 33441	914-646-3333	SELF	2021/052	04/20/21	05/15/25
Deborah Sullivan (District 1)	937 SE 12 th Way Deerfield Beach, FL 33441	801-721-1738	NEW	2020/151	10/20/20	05/15/23
Tiffany O'Bryan (District 1)	1241 SE 10 th Street Deerfield Beach, FL 33441	561-212-2185	NEW	2021/001	01/05/21	05/15/23
VACANT (District 2)			HENRY			05/15/23
Thelema Lamar (District 2)	660 NW 2 nd Ter Deerfield Beach, FL 33441	427-0966 709-0311 (C)	EASLEY	2020/004	01/14/20	05/15/23
VACANT (District 3)			NEW			
VACANT (District 3)			NEW			
Judy Wilson (District 4)	408 Lake Pointe S Lane Deerfield Beach, FL 33442	427-3718	SELF	2021/052	04/20/21	05/15/25
Karen Hardy (District 4)	2277 Deer Creek Alba Deerfield Beach, FL 33442	242-5485	SELF	2021/052	04/20/21	05/15/25

Name <i>Alternate Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
BrenNette Rahming (Mayor)	1351 SW 10 th Terrace, Deerfield Beach, FL 33441	954-254-8171	NEW	2021/052	04/20/21	05/15/25
VACANT (District 1)			NEW			
Ashley Gombs (District 2)	1331 SW 10 th Terrace, Deerfield Beach, FL 33441	954-242-5013 654-531-1770	NEW	2020/029	03/04/20	05/15/23
VACANT (District 3)			NEW			
VACANT (District 4)			HARTE			



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-810

Agenda Date: 7/20/2021

Status: BOARD APPOINTMENTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Chauncey Chapman as a regular member to the Deerfield Beach Marine Advisory Board; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Chauncey Chapman has expressed interest in being appointed to the Marine Advisory Board as a regular member and has been nominated by Commissioner Drosky.

Current Activity

Upon approval of the appointment, there will be four (4) regular members with one (1) vacancy, and one (1) alternate with four (4) vacancies.

Recommendation

Approval is recommended.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPOINTING CHAUNCEY CHAPMAN AS A REGULAR MEMBER TO THE DEERFIELD BEACH MARINE ADVISORY BOARD; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 2-204 of the City Code provides for the Deerfield Beach Marine Advisory Board (the “Board”) to develop information and provide recommendations for programs, regulations and other actions to ensure a well maintained, safe, healthy, and friendly marine environment for the residents and visitors of the City; and

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

WHEREAS, Chauncey Chapman currently serves as an alternate member and has expressed interest in serving as a regular member on the Board; and

WHEREAS, Commissioner Todd Drosky has nominated Chauncey Chapman to serve as a regular member of the Board.

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

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

Section 2. Chauncey Chapman is hereby appointed to serve as a regular member of the Marine Advisory Board of the City of Deerfield Beach for a term ending May 15, 2025. All members shall serve without compensation.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: 6/22/2021

The attached application from Chauncey Chapman for the Marine Advisory Board has been received.

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

☒ Regular Member

☐ Alternate Member

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

Signature:

Date:

Appointing
Elected Official:

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

Please return to City Administration for processing.



**CITY OF DEERFIELD BEACH
RECEIVED**

MAR 16 2021

CITY CLERK'S OFFICE

March 9, 2021

Chauncey Chapman
191 NW 47th Ave
Deerfield Beach, FL 33442

RE: Marine Advisory Board

Dear Mr. Chapman:

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

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

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

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

Sincerely,


Samantha Gillyard, CMC, City Clerk

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

 X I would like to serve another term on the Marine Advisory Board.

 I can no longer serve.



Chauncey Chapman (sign here)

SG/tb



MARINE ADVISORY BOARD

Creating Authority:

Ordinance No. 2013/020

Method of Appointment:

Ordinance No. 2013/020 - Five (5) Regular Members; Five (5) Alternate Members

Qualifications:

All members of the board shall either reside with the City or have his/her principal place of business in the City with preference to city residents.

Financial Disclosure:

None

Compensation:

None

Liaison:

Patrick Bardes, Coastal and Waterway Coordinator, (954) 480-1426

Meeting Dates:

3rd Thursday of each month, 6:00 p.m. in the City Commission Chambers, City Hall

Functions and Responsibilities:

The Marine Advisory Board shall develop information and provide recommendations for programs, regulations and other actions to insure a well maintained, safe, healthy and friendly marine environment for the residents of the City and visitors to the City.

The Board shall elect a chair and a vice chair to preside at its meetings and shall also elect such other officers, as the Board may deem necessary.

Name <i>Regular Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Katherine Hendrickson (Mayor)	213 NE 9 th Avenue Deerfield Beach, FL 33441	561-827- 9078 357-5113	SELF	2021/067	05/04/21	5/15/25
Sacha Ramon (District 1)	944 SE 5 th Street Deerfield Beach, FL 33441	305-610- 0655	SELF	2019/051	05/07/19	5/15/23
VACANT (District 2)			NEW			
Melvin Nass (District 3)	3081 Oakridge U Deerfield Beach, FL 33442	684-6881	SELF	2021/067	05/04/21	5/15/25
VACANT (District 4)			NEW			

Name <i>Alternate Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
VACANT (Mayor)			NEW			
VACANT (District 1)			DIPPLE			5/15/23
VACANT (District 2)			NEW			
Robert Streather (District 3)	1047 NE 34 th CT Oakland Park, FL 33334	954-913- 9142	NEW	2021/040	04/06/21	5/15/25
Chauncey Chapman (District 4)	191 NW 47 th Ave Deerfield Beach, FL 33442	510-506- 2500	SELF	2021/067	05/04/21	5/15/25



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-811

Agenda Date: 7/20/2021

Status: BOARD APPOINTMENTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Katherine Brighton as a regular member to the Deerfield Beach Education Advisory Board; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Education Advisory Board (the "Board") was created in 2017 to participate information exchange and serve as a liaison between the schools, community, and City Commission. The Board consists of five (5) members, and each elected official appoint one member to the Board.

Current Activity

Katherine Brighton has expressed interest in serving on the Education Advisory Board and has been nominated by Commissioner Todd Drosky. Upon approval of this appointment, the Board will have no vacancies.

Recommendation

Approval is recommended.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING KATHERINE
BRIGHTON AS A REGULAR MEMBER TO THE DEERFIELD BEACH
EDUCATION ADVISORY BOARD; AND PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, in accordance with City of Deerfield Beach City Code Section 2-205 et. seq., the Deerfield Beach Education Advisory Board (the “Board”) consisting of five members, has been established with the powers and duties set forth in the City Code; and

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

WHEREAS, the Mayor and Commissioners each appoint one member to the Board; and

WHEREAS, Katherine Brighton has expressed an interest in serving on the Board and has been nominated by Commissioner Drosky.

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

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

Section 2. Katherine Brighton is hereby appointed to serve as a regular member of the Board for a term ending May 15, 2025. All members shall serve without compensation.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: June 10, 2021

The attached application from Katherine Brighton for the Education Advisory Board has been received.

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

- ☒ Regular Member
☐ Alternate Member

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

 7-6-2021

Signature:

Date:

Appointing
Elected Official:

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

Please return to City Administration for processing.



City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: Education

Are you willing to be considered for an alternate Board or Committee?

Yes



No



Name Katherine Brighton

Address 760 NW 41ST Terrace

City Deerfield Beach State FL

Zip 33442

I reside in District # (can be found on back of your Voter Registration Card) 4

Year-Round Resident?

Yes



No



If No, how what months are you away?

Home Phone 954-570-7118

Work/Mobile Phone 954-263-1544

E-mail brighton.kathy@gmail.com

Employer Broward County Schools (James S. Hunt Elem.)

Address 7800 NW 35th Ct.
Coral Springs, FL 33065

Occupation (if retired, please indicate and list former occupation) Teacher - Gr. 5

Please list any governmental Advisory Boards or Committees on which you currently serve:

None

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

Bachelor of Science - Education - 1975
Master's of Science - Education - Acading - 1978

Professional: Certification(s)

National Board for Professional Teaching Standards Certification,
2004-2014
Renewal 2014-2024

Knowledge: Training, interest or experience

My children (3) benefited from the education of Broward County schools, Deerfield Beach schools, in particular. My perspective as parent and educator might prove insightful.

Community Involvement: List organizations/positions

Boy Scouts, Girl Scouts - 1992-2008

Organizations: Memberships

PTO
Saint Elizabeth of Hungary, Pompano Beach, parishian

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: Katherine Brighton

Date: 06/09/2021

Print Name: Katherine Brighton

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.



EDUCATION ADVISORY BOARD

Creating Authority:

Ordinance No. 2017/020

Method of Appointment:

Ordinance No. 2017/020 – Five (5) Regular Members

Qualifications:

All members of the Board shall reside within the City of Deerfield Beach

All members of the Board shall be current or former educators or parents/guardians of current students

Financial Disclosure:

None

Compensation:

None

Liaison:

Jonathan Salas, Legislative & Community Affairs, (954) 480-4464

Meeting Dates:

1st Wednesday of the month at 7:00 p.m. at the Hillsboro Community Center

Functions and Responsibilities:

The Education Advisory Board shall participate in information exchange via newsletters and principals' offices with the administration of each school, serve as liaison between the schools, the community and the City Commission.

The Board also coordinates the activities of the City with those activities of local schools, colleges and universities in order to promote educational opportunities for residents of the City and promote programs and community involvement relating to education. With permission from the Mayor, the Chair can meet with members of the Broward County School Board on behalf of the Commission.

Name Regular Members	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Joseph Mendes (Mayor)	4087 NW 5 th Drive Deerfield Beach, FL 33442	531-1837 401-413-4356 (C)	SELF	2021/065	05/04/21	05/15/25
Michael Lubin (District 1)	16 Little Harbor Way Deerfield Beach, FL 33441	954-415-6812	NEW	2019/050	05/16/19	05/15/23
Gwyndolen Clarke-Reed (District 2)	1430 SW 6 th Way Deerfield Beach, FL 33441	480-9340 856-9796 (C)	SELF	2019/050	05/16/19	05/15/23
Karen Shelly (District 3)	190 Durham D Deerfield Beach, FL 33442	561-350-2572	SELF	2021/065	05/04/21	05/15/25
VACANT (District 4)			NEW			



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-812

Agenda Date: 7/20/2021

Status: BOARD APPOINTMENTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Michael Marion to the African American Heritage Board; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On October 20, 2020, the City Commission adopted Resolution 2020/146, creating the African American Heritage Board (the "Board") in accordance with Section 3.12(2) of the City Charter. The Board consists of up to nine (9) members who are appointed and serve at the pleasure of the City Commission with all terms ending September 30, 2022.

Current Activity

Michael Marion has requested appointment to the Board and has been nominated by Commissioner Todd Drosky. Upon approval of appointment, there will be seven (7) members with two (2) vacancies.

Recommendation

Approval is recommended.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING MICHAEL MARION TO
THE AFRICAN AMERICAN HERITAGE BOARD; AND PROVIDING
FOR AN EFFECTIVE DATE**

WHEREAS, on October 20, 2020, the City Commission adopted Resolution 2020/146, creating the African American Heritage Board (the “Board”) in accordance with Section 3.12(2) of the City Charter; and

WHEREAS, the Board consists of up to nine members who are appointed by and serve at the pleasure of the City Commission for two-year terms; and

WHEREAS, Commissioner Drosky has nominated Michael Marion to the African American Heritage Board.

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

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

Section 2. Michael Marion is hereby appointed to serve as a member of the African American Heritage Board of the City of Deerfield Beach for a term ending on September 30, 2022.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: June 7, 2021

The attached application from Michael A. Marion for the

African American Heritage Board

~~Education Advisory Board~~

has been received.

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

- ☒ Regular Member
☐ Alternate Member

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

 7-6-2021

Signature:

Date:

Appointing
Elected Official:

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

Please return to City Administration for processing.



City of Deerfield Beach Application for Advisory Board or Committee

Advisory Board or Committee you are applying for:

Are you willing to be considered for an alternate Board or Committee?

Yes

☒

No

☐

Name Michael A. Marion

Address 691 NW 48th Ave

City Deerfield Beach

State Florida

Zip 33442

I reside in District # (can be found on back of your Voter Registration Card) ⁴

Year- Round Resident?

Yes

☐

No

☐

If No, how what months are you away?

Home Phone

Work/Mobile Phone 954-650-3170

E-mail marmic66@comcast.net

Employer City of Fort Lauderdale

Address 100 N Andrews Ave 33301

Occupation (if retired, please indicate and list former occupation)

Please list any governmental Advisory Boards or Committees on which you currently serve:

--

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

Graduate of 5yr NJATC IBEW apprenticeship

Professional: Certification(s)

Broward County Master Electrical contractor
Broward County electrical journeyman

Knowledge: Training, interest or experience

electrical studies, youth activities, mental health advocate

Community Involvement: List organizations/positions

previous board member and Board President of Freedom Square condo association
previous board member of The Harbors of River Glen

Organizations: Memberships

PTA

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature: 

Date: June 3, 2021

Print Name: Michael A. Marion

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.



African American Heritage Board

Creating Authority:

Resolution 2020/146

Method of Appointment:

Resolution 2020/146 – nine (9) regular members; five (5) members appointed by District 2 Commissioner; one (1) member appointed by each City Commissioner

Qualifications:

Board members shall be residents of the City and shall serve two-year terms; board will sunset on September 30, 2022

Financial Disclosure:

None

Compensation:

None

Liaison:

Ashley Molina, Superintendent of Community Events, 954-480-4429

Meeting Dates:

2nd Wednesday of each month, normally at 12:00 p.m. in the Central City Campus Conference Room
A minimum of five (5) Board members shall constitute a quorum.

Functions and Responsibilities:

The Board is empowered to provide recommendations and input to the City Commission for the following events and sales:

- Celebration and recognition of African American history relating to Martin Luther King Jr. Day, Black History Month and Juneteenth;
- The arrangement of the events, including but not limited to the distribution of tickets and general promotion of the events.

Name <i>Regular Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Barri McMillion (Mayor)	456 NW 1 st Terrace, Deerfield Beach, FL 33441	954-461-0467	NEW	2021/027	03/16/21	9/30/2022
VACANT (District 1)			NEW			9/30/2022
Diane Chisholm (District 2)	375 NW 7 th Court Deerfield Beach, FL 33441	954-263-1624	NEW	2020/158	11/10/20	9/30/2022
VACANT (District 2)			FULMORE - TIGNER			9/30/2022
Sandra Jackson (District 2)	386 SW 35 th Avenue, Deerfield Beach, FL 33442	954-234-3252	NEW	2020/158	11/10/20	9/30/2022
Annette Mitchell (District 2)	235 SW 3 rd Court, Deerfield Beach, FL 33441	754-422-9698 (h) 954-425-8449 754-367-3848	NEW	2020/158	11/10/20	9/30/2022
Lawanna Strowbridge (District 2)	289 SW 2 nd Court, Deerfield Beach, FL 33441	954-482-0694 (h) 954-290-5000	NEW	2020/158	11/10/20	9/30/2022
Gloria Docilait (District 3)	4754 NW 4 th Avenue, Deerfield Beach, FL 33064	954-773-3161	NEW	2021/027	03/16/21	9/30/2022
VACANT (District 4)			NEW			9/30/2022



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-788

Agenda Date: 7/20/2021

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 #JP021-06-2023 with the Areawide Council on Aging of Broward County, Inc., for the Center of Active Aging Emergency Home Energy Assistance Program; authorizing execution of the Contract in an amount not to exceed \$26,081.37; and providing an effective date. *(Fiscal Impact: Increase in funding)*

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Account Name: Emergency Home Energy Assistance Program

Account Number: 101-331-1210-69-91

Background/History

The Center for Active Aging administers the federal Emergency Home Energy Assistance Program ("EHEAP") to assist with crisis payments for eligible seniors 60 years old and older who have received a final notice or disconnect notice from Florida Power & Light.

Current Activity

Currently, the Center is utilizing CARES EHEAP funding to provide emergency payments for income-eligible seniors 60 years old and older who need help in paying their final FPL notice or disconnect notice. This new EHEAP contract will pay up to \$1,000 for emergency home energy needs twice per year - the cooling season (April 1 through September 30) and heating season (October 1 through March 31). This contract provides funding in an amount not to exceed \$26,081.37 and is effective upon execution and expires on September 30, 2023, and may be renewed for a period not to exceed three years.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING CONTRACT #JP021-06-2023 WITH THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC., FOR THE CENTER OF ACTIVE AGING EMERGENCY HOME ENERGY ASSISTANCE PROGRAM; AUTHORIZING EXECUTION OF THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$26,081.37; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on December 3, 2019, the City Commission approved Master Contract #JM020-06-2022 (the “Master Contract”) with the Areawide Council on Aging of Broward County, Inc. (the “Council”) for service delivery for the Center for Active Aging; and

WHEREAS, the contract term for the Master Contract with the Council is from January 1, 2020 through December 31, 2022; and

WHEREAS, the Council desires to contract with the City to provide funds for the Center for Active Aging’s Emergency Home Energy Assistance Program (the “EHEAP”); and

WHEREAS, the EHEAP provides funds for emergency home energy assistance to income eligible seniors that are 60 years old and older who have received final notice or disconnection notices from Florida Power & Light; and

WHEREAS, financial assistance may be provided up to twice a year, up to \$1,000; and

WHEREAS, the City Commission finds it to be in the best interest of the City to approve and authorize execution of Contract #JP021-06-2021 with the Council, attached as Exhibit “A,” for EHEAP funding in an amount not to exceed \$26,081.37 (the “Contract”).

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 EHEAP funding in an amount not to exceed \$26,081.37.

Section 3. The City Manager is authorized to execute the Contract with the Council, attached as Exhibit “A,” 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 take all necessary steps to implement 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

THIS CONTRACT 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 “Contractor”, and collectively referred to as the “Parties.” This Contract is subject to all provisions contained in the Master Contract executed between the Council and the Contractor and its successor, as revised or renewed from time to time, incorporated herein by reference.

WITNESSETH THAT:

WHEREAS, the Council has determined that it is in need of certain services as described herein; and **WHEREAS**, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent Contractor for the Council.

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Purpose of Contract

The purpose of this Contract is to provide services in accordance with the terms and conditions specified in this Contract including all attachments, forms, exhibits and references incorporated, which constitute the contract document.

2. Incorporation of Documents within the Contract

This Contract will incorporate attachments, proposal(s), service provider application(s), grant contracts, relevant State of Florida, Department of Elder Affairs’ handbooks, manuals or desk books and Master Contract, as an integral part of the contract, except to the extent that the contract explicitly provides to the contrary. In the event of conflict in language among any of the documents reference above, the specific provisions and requirements of the contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this Contract document and identified attachments.

3. Term of Contract

This Contract shall begin at 12:00 a.m., Eastern Standard Time, April 1, 2021 or on the date the contract has been signed by the last party required to sign it, whichever is later. It shall end at 11:59 p.m., Eastern Standard Time, September 30, 2023.

4. Contract Amount

The Council agrees to pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed **\$26,081.37** or the rate schedule, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

5. Renewals

By mutual agreement of the Parties, in accordance with s. 287.058(1)(g), F.S., the Council may renew the contract for a period not to exceed three years, or the term of the original contract, whichever is longer. The renewal price, or method for determining a renewal price, is set forth in the bid, proposal, or reply to the Council’s request for Service Provider Application. No other costs for the renewal may be charge. Any renewal is subject to the same terms and conditions as the original contract and contingent upon satisfactory performance evaluations by the Council and the availability of funds.

6. Provision of Services:

The Contractor shall provide services in the manner described in ATTACHMENT I.

7. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

a.	The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment shall be made is:	City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
b.	The name of the contact person and street address where financial and administrative records are maintained 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
c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under this Contract 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
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road Sunrise, FL 33351
e.	The name, address, and telephone number of the Council's Program Specialist for this Contract is:	Marie Laurent Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, address, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this Contract.		

8. All Terms and Conditions Included:

This Contract and its Attachments, I - XX and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations or agreements, either written or verbal between the Parties. By signing this Contract, the Parties agree that they have read and agree to the entire contract.

IN WITNESS THEREOF, the Parties hereto have caused this 64-page contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

**City of Deerfield Beach, Florida / Northeast
Focal Point Senior Center dba Department
of Active Aging**

BOARD PRESIDENT OR AUTHORIZED
DESIGNEE

**Areawide Council on Aging of
Broward County, Inc.**

SIGNATURE

NAME:

TITLE:

DATE:

FEDERAL ID NUMBER: 59-6000305
FISCAL YEAR-END DATE: September 30
DUNS: 086-382-090

SIGNATURE

PAULINE GRANT
NAME:

PRESIDENT
TITLE:

DATE:

ATTACHMENT I

STATEMENT OF WORK

I. SERVICES TO BE PROVIDED

A. DEFINITION OF TERMS

1. **Eighteen (18) hour rule** – The timeframe within which all applications for life-threatening crisis assistance shall be acted upon, with an eligible action to mediate the crisis being taken and documented in the client file within eighteen (18) hours of the application date stamp.
2. **Forty-eight (48) hour rule** – The timeframe within which all applications for standard crisis assistance shall be acted upon, with an eligible action to mediate the crisis being taken and documented in the client file within forty-eight (48) hours of the application date stamp.
3. **Caseworker** – Person who is responsible for determining program eligibility by completing the Emergency Home Energy Assistance for the Elderly Program (EHEAP) Eligibility Worksheet (Attachment XVI) and for awarding crisis benefits.
4. **Caseworker Signature Date** – The date that the client's completed application is processed, eligibility determined, and the crisis resolved. This date shall not be changed. Signatures must be in ink. Rubber-stamped signatures will not be accepted.
5. **Categorically Eligible** – Applicants will be considered eligible to receive EHEAP services, regardless if their household income is exceeding 150% of the Federal Poverty Guideline, if any member of their household is receiving Temporary Assistance for Needy Families (TANF), Supplemental Social Security (SSI), or Supplemental Nutrition Assistance Program (SNAP) benefits.
6. **Client Application Date** – The date the application is completed (whether by self or with assistance) and signed by the elder. This date shall not be changed. If an elder cannot write their signature on the application, or any other required document, the elder shall sign with an "X" in the presence of two witnesses, who shall also sign the application. Signatures must be in ink. Rubber-stamped signatures will not be accepted.
7. **Crisis** – A home cooling or heating crisis exists when an elder has no access to, or is in danger of losing access to, needed home energy.
8. **Crisis Assistance** – Assistance provided to an elder who has no access to, or is in danger of losing access to, needed home energy.
9. **Date of Resolution** – The date that a documented commitment to pay was made to the utility vendor to resolve the energy crisis. This date is used as the EHEAP Client Enrollment date in the Department of Elder Affairs' Client Information and Registration Tracking System (CIRTS). This date shall not be changed.
 - a. The amount of time elapsed between the Date Stamp and the Date of Resolution shall determine if the 18 or 48-hour rule was met.
 - b. Vendors must be paid within forty-five (45) days of the date of resolution.
10. **Date Stamp** – The date the application and all required documentation is presented in acceptable form to intake staff. An inked stamp must be used, and the date shall not be changed. The 18 or 48-hour rule for crisis resolution begins when the application is date stamped.
11. **Disability** – A disabling condition that causes an elder to be determined eligible to receive Supplement Security Income (SSI) or Social Security Disability Income (SSDI) from the Social Security Administration.

12. **Elder** – An individual aged sixty (60) years or older.
13. **Eligible Action** – An action taken by the caseworker to mediate an elder’s energy crisis. Eligible actions include:
 - a. Approval of an elder’s application;
 - b. Denial of an elder’s application pending further information;
 - c. Denial of an elder’s application because the elder is deemed ineligible;
 - d. Contact with a utility vendor to halt utility disconnection or interruption in services; or
 - e. Written referral to, and providing the elder with assistance to contact, another agency if EHEAP funding is not available or the elder is ineligible.
14. **Energy Subsidy** – Utility costs paid directly or indirectly to the elder who lives in government–subsidized housing.
15. **Household** – Any individual or group of individuals who are living together as one economic unit for whom residential energy is customarily purchased in common or who make undesignated payments for energy in the form of rent.
16. **Household Member** – Persons in a household who share a common kitchen or bath and purchase residential energy in common.
17. **Intake Worker** – Person who accepts the EHEAP application and required documentation and may have the responsibility to determine eligibility or award crisis benefits.
18. **Minimum Level of Service** – Service to a minimum of one household per month.
19. **Crisis Assistance Benefit** – Payment of heating/cooling energy bill; the purchase of a heating/cooling device; and/or the repair of a heating/cooling device.
20. **Priority for Assistance** – Households with the highest home energy needs and lowest household income, which will be determined by taking into account both the energy burden and the unique situation of such households with members of vulnerable populations, including very young children, individuals with disabilities, and frail elder individuals.
21. **Provider** – The entity that has entered into a contract, subcontract, or Memorandum of Understanding (MOU) to provide services under EHEAP. For the purposes of this Contract, the terms “Provider” and “Contractor” may be used interchangeably.
22. **Reasonable Promptness** - Within fifteen (15) working days of receiving the client’s completed application.
23. **Request for Payment** – Submission of actual monthly expenditures for reimbursement.
24. **Service Unit** – One individual (elder) served.
25. **Social Security Number** – The number on an elder’s Social Security card or the number provided by an award or determination letter from an entity, such as a government agency, that has already verified the social security number.
26. **Supervisory/Peer Review Date** – The date that a supervisor or peer reviewed the application and documentation and signed the application indicating vendor payment can be made. The intent of the supervisor/peer review is to avoid errors in eligibility determination and payment amounts and to alleviate the possibility of fraud. This date shall not be changed. Signatures must be in ink. Rubber-stamped signatures will not be accepted.
27. **Verification Date** – The date the caseworker verified previous Low-Income Home Energy Assistance Program (LIHEAP) crisis benefits with the LIHEAP provider or verified the

minimum amount necessary to resolve the crisis with the utility company. This date shall not be changed.

B. GENERAL DESCRIPTION

1. General Statement

The Emergency Home Energy Assistance for the Elderly Program (EHEAP) serves the mission of the Department of Elder Affairs by providing home energy assistance aid to elders in the event of a home energy heating or cooling emergency. EHEAP is designed to assist low-income households with at least one member aged sixty (60) or older experiencing a heating or cooling emergency.

2. Authority

The relevant federal and state authorities governing EHEAP are:

- a. Low Income Home Energy Assistance Act of 1981 (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, P.L. 97-35), as amended;
- b. 42 United States Code (U.S.C.) § 8621 et seq.;
- c. 45 Code of Federal Regulations (CFR) Part 96, Subpart H (§§ 96.80-96.89);
- d. Section 409.508, Florida Statutes (F.S.) and Rule 73C-26.021(3), Florida Administrative Code (F.A.C.);
- e. Rule Chapter 73C-26, F.A.C.;
- f. State of Florida LIHEAP Policies and Procedures Manual; and
- g. LIHEAP State Plan.

3. Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of EHEAP. Eligible elders may receive one crisis assistance benefit per heating or cooling season, not to exceed \$1,000.00 each. If eligible, elders may receive one summer crisis assistance benefit during the period from April 1 to September 30, and one winter crisis assistance benefit during the period of October 1 to March 31, each year. An elder's eligibility for crisis benefits is not related to EHEAP contract periods.

- a. The services provided under this Contract shall be in a manner consistent with and described in Attachment I, Section II. Manner of Service Provision. The Contractor shall ensure the following service tasks are completed:
 - (1) Consumer Outreach;
 - (2) Elder's Benefit Eligibility Determination; and
 - (3) Benefit Disbursement.

4. Major Program Goals

EHEAP is designed to provide crisis assistance to eligible low-income households with at least one individual aged sixty (60) or older experiencing a heating or cooling emergency.

a. Standard Crisis

A standard home cooling or heating crisis exists when an elder has no access to, or is in danger of losing access to, needed home energy because one or more of the following conditions is present:

- (1) The elder has been notified that the energy source for cooling or heating is going to be disconnected;
- (2) The elder has received a notice indicating the energy source is delinquent or past due; and/or
- (3) The elder has an energy bill for which the due date has lapsed;

b. Life-Threatening Crisis

A life-threatening home cooling or heating crisis exists if one of the following conditions is present:

- (1) The elder's home cooling or heating energy source has been disconnected;
- (2) The elder is unable to get delivery of fuel for heating, is out of fuel for heating, or is in danger of being out of fuel for heating; or
- (3) The elder has other problems with lack of cooling or heating in the home, such as needing to pay a deposit, needing a repair of heating or cooling equipment, or needing an interim emergency measure to avoid further crisis.

c. Crisis Assistance

Allowable categories for crisis assistance are:

- (1) Utility payments for heating/cooling bill assistance for electric, gas, propane, wood, coal, or refillable fuels;
- (2) Temporary emergency shelter (if needed due to energy-related crisis);
- (3) Payment to landlords (when utility costs are included in rent);
- (4) Repairs or replacements to heating/cooling units (as long as the amount is within the benefit limits and the work is done by a licensed contractor);
- (5) Deposits to connect or restore energy;
- (6) Late fees, disconnect fees, and reconnect fees;
- (7) Charges from a previous account held by the applicant that is now closed;
- (8) Blankets and fans;
- (9) Taxes and fees associated with the client's utility bill towards the energy portion. In some cases, where the utility vendor combines all the other fees and taxes, which also includes non-home energy services, such taxes and fees can be paid with EHEAP funding.

Example: In a case where taxes for other services are commingled with taxes for home energy services, proceed with paying the taxes portion of the bill.

- (10) Other allowable payments are those related to the start-up of services, including reasonable connection or reconnection fees, delivery fees, deposits, and other fees related to the start-up of service.

C. CLIENTS TO BE SERVED

1. General Description

EHEAP provides for direct client services to elders in low-income households experiencing

a home energy heating or cooling emergency. A household receiving EHEAP services may not have an income above one hundred fifty percent (150%) of the poverty level, as published by the United States Department of Health and Human Services, unless the household is determined categorically eligible.

2. Client Eligibility

To be eligible for services under this Contract, and to receive assistance, an elder must:

- a. Be aged sixty (60) or older;
- b. Reside in the EHEAP service area (Broward County) at the time the home energy costs were incurred;
- c. Complete and return an EHEAP application with all required information and verification to the Contractor, while funds remain available;
- d. Provide a fuel bill or other documentation evidencing an energy emergency and an obligation to pay for home energy costs for the home in which they live;
- e. Possess a total gross household income of not more than one hundred fifty percent (150%) of the Office of Management and Budget (OMB) federal poverty level for the size of the household, in accordance with Section I.C.3.d. below, or be determined categorically eligible to receive EHEAP benefits;
- f. Be experiencing one or more verifiable home cooling or heating crises;
- g. Not be a resident of a group living facility or a home where the cost of residency is at least partially paid (or subsidized) through a foster care or residential program administered by the state;
- h. Not be a student living in a dormitory; and
- i. Legally reside in the State of Florida.

3. Client Determination

The Contractor shall begin taking applications for EHEAP services upon execution of this Contract and continue taking applications until the contract expires or funds are exhausted. The Contractor shall not accept applications when funds are exhausted for a particular time period. The Contractor shall:

- a. Provide assistance to elders in completing DOE-provided applications for assistance and determining eligibility;
- b. Ensure that no one is excluded from program participation on the grounds of race, color, national origin, sex, or age, and ensure that such persons shall not be subjected to discrimination under any activity funded in whole or in part with these funds;
- c. Treat homeowners and those who rent equitably under this Contract;
- d. Calculate the income eligibility of the elder by using the past thirty (30) days earnings for all occupants of the household annualized or the elder's current economic situation and reference the current year Sources of Income (Attachment XV) to determine what is considered allowable income. The Contractor shall proceed as follows:
 - (1) Total household income cannot exceed one hundred fifty percent (150%) of the current Federal Poverty Income Guidelines (Attachment XIII), unless the household is determined categorically eligible; and
 - (2) Obtain a written self-declaration from any household members aged eighteen (18)

years or older claiming zero income. The self-declarations must be completed and signed by the household member who is claiming zero income.

- e. Determine if all or part of the elder's utility costs are paid directly (utility reimbursement) or indirectly (utility allowance) by the government if the elder lives in government-subsidized housing. The Contractor shall proceed as follows:
 - (1) If total home heating or cooling costs are included in the rent and the elder has no obligation to pay any portion of the costs, then the elder is not eligible for assistance; and
 - (2) If there is a Florida Section 8 (Housing Choice Voucher Program) or a Public Housing Authority (PHA) Program energy subsidy available to the elder during the period covered by the utility bill, then the elder is only eligible for partial assistance. The energy subsidy for the period covered by the utility bill must be subtracted from the allowable EHEAP benefit calculated for the household.
- f. Use program qualification approvals or notifications from TANF, SSI, or SNAP to document household size and income of elders, or to determine and document categorical eligibility to receive EHEAP benefits. The benefit level to be provided to elders receiving TANF, SSI, and SNAP shall be the same as that provided to other qualified elders;
- g. Obtain a signed statement of maintenance from the elder explaining how basic living expenses (i.e., food, shelter, and transportation) are being provided if the total household income is less than fifty percent (50%) of the current federal poverty guidelines and no one in the household is receiving SNAP;
- h. Ensure elders receive no more than one approved crisis assistance benefit during the cooling season, April 1 through September 30, and one approved crisis assistance benefit during the heating season, October 1 through March 31. The Contractor shall proceed as follows:
 - (1) Crisis assistance benefit may consist of payment of more than one energy obligation, per heating and cooling season, for a household to resolve a single crisis, thus allowing for:
 - (i) The purchase or repair of fans, blankets, air conditioners, and/or portable heaters in addition to heating/cooling bill assistance, that combined does not exceed the maximum crisis; and
 - (ii) Crisis situations which may involve a heater or air conditioner that is powered by both gas and electricity, in which case both energy obligations are eligible for a crisis benefit payment that combined does not exceed the maximum crisis benefit.
 - (2) Water, sewer, garbage, and fire, etc. charges may not be paid;
 - (3) Repair or replacement of a heating/cooling unit is allowable, provided any required installation or repair work is completed by a licensed contractor;
 - (4) Deposits to connect or restore energy are allowable;
 - (5) Late fees, disconnect fees, and reconnect fees are allowable;
 - (6) Charges from a previous account held by the elder that is now closed are allowable;
 - (7) Payment to landlord when utility costs are included in the elder's rent is allowable;

and

(8) Payment for temporary emergency shelter is allowable if due to an energy-related crisis.

- i. In no case shall the Contractor be required to incur costs in excess of the full contract amount to provide services to the clients.

II. MANNER OF SERVICE PROVISION

A. SERVICE TASKS

In order to achieve the goals of EHEAP, the Contractor shall ensure the following tasks are performed:

1. Ensure that all eligible elders meet the requirements of Section I.C.2. above;
2. Ensure that all energy assistance payments made to home energy vendors comply with the requirements of Section II.A.14.d. below;
3. Implement appropriate program management and operational controls to ensure actions are taken to resolve a home energy emergency within 18 hours of application approval for crisis benefits when the consumer is in a life-threatening situation. For non-life-threatening situations, actions must be undertaken to resolve the home energy emergency within 48 hours of application approval with standard crisis assistance.
4. Provide all elders approved for EHEAP funding with a written Notice of Approval and Appeal within fifteen (15) working days of crisis resolution. The written Notice of Approval and Appeal shall include:
 - a. Type and amount of assistance;
 - b. Name of the home energy vendor to be paid on elder's behalf;
 - c. The next date when the elder will be eligible to apply for further assistance; and
 - d. Contractor's appeal process.
5. Provide all elders whose EHEAP applications were denied with a written Notice of Denial and Appeal within fifteen (15) working days of receiving the elder's application. The written Notice of Denial and Appeal shall contain:
 - a. Name of the elder;
 - b. Date of application;
 - c. Type of benefit sought;
 - d. Reason(s) for denial;
 - e. Statement on Contractor's benefit limits, if applicable;
 - f. Contractor's appeal process;
 - g. Explanation of circumstances under which the elder may reapply;
 - h. Information or documentation needed for the elder to reapply;
 - i. The name, address, and phone number applicable to the appeal process; and
 - j. Number of days the elder has to file the appeal.
6. Maintain consumer appeal procedures that provide an opportunity for a fair administrative

- hearing to elders whose applications for assistance are denied or whose applications are not acted upon with reasonable promptness;
7. Provide an opportunity for elders to file a written appeal or complaint with the Contractor within ten (10) working days of receipt of the written Notice of Denial and Appeal.
 - a. Upon receipt of a validly filed appeal or complaint, the Contractor must respond in writing within ten (10) working days;
 - b. Elders may appeal the Contractor's first response by filing objections to the response with the Contractor's Director, Executive Director, or Board Chair, as applicable, within five (5) working days of receipt of the first response; and
 - c. Upon receipt of a validly filed objection to the first response, the Contractor must respond in writing within ten (10) working days, and the response must clearly state the final outcome of the appeal, that the decision is final, and if applicable, the circumstances under which the elder may reapply for services.
 8. Post appeal provisions in a prominent place and in plain view at all locations where EHEAP applications are received;
 9. Ensure all ineligible applicants and applicants denied crisis assistance, when EHEAP funds are not available or are insufficient to meet their emergency home energy needs, are referred to and assisted in securing help through other community resources;
 10. Ensure no consumer fees are charged to, nor donations accepted from, an elder as a prerequisite for receiving EHEAP benefits. The Contractor shall post the following notice in a conspicuous place at all locations where EHEAP applications are received: "No money, cash, or checks will be requested or received from customers in the EHEAP office. If an employee asks for money, report this to the agency executive director or department head.";
 11. Compare LIHEAP records and EHEAP records for households with elderly members to avoid duplicate crisis assistance payment during the same eligibility period and maintain documentation sufficient to ensure compliance with this requirement;
 12. Maintain a written policy and implement procedures to protect and secure elder applicants' information and social security numbers in order to protect their identities from theft or fraud. This policy shall address the handling of both paper and electronic records and files. The Contractor shall, in collecting elders' social security numbers, use the Notice Regarding Collection of Social Security Numbers, which is incorporated into this Contract by reference, (Notice of Instruction #071113-1-I-SWCBS, <http://elderaffairs.state.fl.us/doea/notices/July13/LIHEAP%20Notice%20re%20Social%20Security%20Numbers%20Final.pdf>). The Notice Regarding Collection of Social Security Numbers shall be signed by the elder and retained in the client file;
 13. Perform consumer outreach to ensure that households Broward County wishing to benefit from the program have the opportunity to do so. The Contractor shall undertake consumer outreach initiatives in Broward County designed to inform potentially eligible households about EHEAP. Outreach efforts must focus on elderly households with disabled individuals, young children, and where the highest percentage of the household income is required to pay for their home energy. Specific outreach initiatives shall include, but are not limited to, the following:
 - a. Informing all local agencies, non-profits, and similar organizations that are in regular contact with the low-income population about the EHEAP program, especially those serving seniors;

- b. Encouraging EHEAP program participation through local television and radio programs, and placing announcements of the EHEAP program in media community calendars;
 - c. Developing and implementing a written procedure for making home visits to households with homebound elderly persons in order to assist with the completion of the program application when other assistance is not available;
 - d. Making visits to provide information and/or making presentations about EHEAP in response to requests by local congregational centers serving elderly or disabled persons;
 - e. Providing information concerning the local weatherization program to all persons who request it (including organizations that provide outreach activities); and
 - f. Maintaining an EHEAP Outreach Activity Report to demonstrate to the Council that outreach efforts to inform potentially eligible households about EHEAP are conducted to target households in service area.
14. Coordinate services with other program partners and stakeholders to prevent the duplication of services, facilitate referrals, and improve the efficiency of services for consumers. Coordination activities shall include, but not be limited to, the following:
- a. Communicating with DEO LIHEAP contractors in their respective service areas to prevent the duplication of benefits to elders. Additionally, the Contractor shall review LIHEAP and EHEAP records for households with elderly members to ensure that duplicate crisis assistance payments are not received during the same heating or cooling season;
 - b. Developing a new, or continuing an existing, Memorandum of Understanding (MOU) with the Weatherization Assistance Program (WAP) in Broward County. The MOU shall detail cooperative efforts and describe the actions that will be taken by either the Contractor or the Council and WAP agency to ensure coordination and referrals. Contractor, in coordination with the local WAP agency, shall develop a system by which elders who have received more than three EHEAP and LIHEAP benefits in the last eighteen (18) months and who are homeowners are referred to a WAP provider. The MOU shall be reviewed and renewed at least every five years. The Contractor shall maintain copies of all MOUs. MOUs with local WAP agencies shall be updated if the contracting parties change. The MOUs must be applicable to Contractor's current EHEAP program requirements and guidelines;
 - c. Establishing a new, or continuing an existing, MOU with Broward County LIHEAP contractors. Each MOU shall ensure coordination of services to avoid duplication of assistance and increase the quality of services provided to elders. The MOU shall direct LIHEAP providers to refer elders aged sixty (60) or older to EHEAP providers for energy assistance. The MOU shall be reviewed and renewed at least every five (5) years. The Contractor shall maintain copies of all MOUs. MOUs with local LIHEAP agencies shall be updated if the contracting parties change. The MOUs must be applicable to Contractor's current EHEAP program requirements and guidelines;
 - d. Developing agreements with home energy vendors that benefit elders. The Contractor shall maintain copies of all vendor agreements. All agreements between the Contractor and home energy vendors shall contain the following conditions:
 - (1) The beginning and ending date of the Vendor Agreement;
 - (2) The Contractor's representative(s) authorized to resolve a crisis situation and make

- a payment commitment on behalf of an elder;
- (3) The home energy vendor's representative(s) authorized to resolve a crisis;
 - (4) A description of how energy payments will be made directly to the home energy vendor on behalf of the EHEAP eligible customer;
 - (5) Assurance from the home energy vendor that no household receiving EHEAP assistance will be treated adversely because of such assistance under applicable provisions of state law or public regulatory requirements;
 - (6) Assurance that the home energy vendor will not discriminate, either in the cost of goods supplied or the services provided, against the eligible household on whose behalf payments are made;
 - (7) A statement that only energy-related elements of a utility bill are to be paid. Water, sewer, garbage, and fire, etc. charges are not covered as part of the utility bill of the household. However, EHEAP does allow an exception with water that is used for air conditioning, i.e. an evaporated cooler;
 - (8) A statement that the Contractor may not pay for charges that result from illegal activities such as a worthless check or meter tampering, and that the home energy vendor is aware that those charges are the responsibility of the elder;
 - (9) Assurance from the home energy vendor that when the benefit amount to the elder does not pay for the complete charges owed by an elder, the elder is responsible for the remaining amount owed;
 - (10) Details on how the home energy vendor will assist the Contractor in verifying the elder's account information and, in the case of crisis assistance, make timely commitments to resolve the crisis. A process should be in place to verify the current amount owed and the minimum amount necessary to resolve the crisis situation;
 - (11) Contractor's commitment to make payment to the home energy vendor within forty-five (45) days of the date of crisis resolution;
 - (12) Assurance from the home energy vendor that when EHEAP payments made to the vendor cannot be applied to the elder's account, the funds will be returned to the Contractor or, with the Contractor's approval, be applied to another eligible customer's account;
 - (13) Assurance that the Contractor shall collect a signed Authorization for Release of General and/or Confidential Information (http://elderaffairs.state.fl.us/doea/notices/sept15/Authorization_for_Release_client%20waiver_8%2020%2015.pdf) for EHEAP Data from each eligible elder and ensure the signed releases are available for inspection by the home energy vendor;
 - (14) Assurance that the home energy vendor is aware that as long as signed Authorization for Release of General and/or Confidential Information for EHEAP Data are collected and available, the home energy vendor will provide the requested customer data to DEO;
 - (15) The agreement will be reviewed by both parties at least every five (5) years;
 - (16) The agreement must be signed by a representative of both the Contractor and the vendor who has authority to bind the entity and enter into such commitments; and
 - (17) The home energy vendor, with the exception of municipal providers, must be in

“active” status with the State of Florida (<http://sunbiz.org/search.html>) and the vendor’s name must be checked on Excluded Parties List System (EPLS) (<https://www.epls.gov>). The business name on the vendor agreement must match the legal business name on the State of Florida website.

15. Comply with the Federal Financial Accountability and Transparency Act (FFATA) by securing a Dun and Bradstreet Numbering System (DUNS) number (www.dnb.com) and maintaining an active and current profile in the System for Award Management (SAM) (www.sam.gov); and
16. Based on local need for EHEAP services and other non-EHEAP energy assistance resources in the service area, the Contractor may limit crisis benefits to less than those stated in Section I.C.3.h. Policy changes concerning the amount of crisis benefits available to elders require DOEAP approval and require notification of the change be sent to current and potential elders.

B. STAFFING REQUIREMENTS

1. The Contractor shall dedicate the staff necessary as required to meet the obligations of this Contract and ensure that the staff responsible for performing under this Contract have the qualifications as specified in the DOEAP Program and Services Handbook. The Contractor shall ensure the provision of training for all staff members assigned responsibilities within the program.
 - a. For the term of this Contract, each month the Contractor shall provide to the Council the following information:
 - (1) The total number of individuals served with crisis assistance for the reporting month;
 - (2) The total number of individuals ineligible or denied assistance during the reporting month;
 - (3) The total number of individuals served by referral to other community resources for energy assistance during the reporting month;
 - (4) The total amount of funding expended for crisis assistance per service area for the reporting month; and
 - (5) An EHEAP Outreach Activity Report to demonstrate that outreach efforts to inform potentially eligible households about EHEAP are conducted to target households in Broward County.
2. **Use of Subcontractors**

If an entity other than the Contractor provides any service required under this Contract, the Contractor shall ensure the following requirements are met:

- a. Eligible entities that provide outreach, perform intake, make eligibility determinations, or process benefit payments must be one of the following:
 - (1) A Local City Government;
 - (2) A Local County Government;
 - (3) A Community-Based Organization;
 - (4) A Faith-Based Organization; or
 - (5) A State Community Services Agency.

- b. The Contractor is required under this Contract must comply with the FFATA. This includes securing a DUNS number (www.dnb.com) and maintaining an active and current profile in the System for Award Management (SAM) (<https://sam.gov/SAM/>).
- c. Entities must maintain current written agreements in the following formats with service providers:
 - (1) A MOU shall be executed by both parties if a service provider performs any service required under this Contract and is paid for providing specific services without a direct pass-through of federal funds. The MOU shall clearly state program expectations and the role and responsibilities of each entity. Contractor shall submit a copy of all MOUs to the Council's Program Director & Finance Director within thirty (30) days of the contract execution date; and
 - (2) An EHEAP subcontract shall be executed by both parties if a service provider performs any service required under this Contract and is awarded a direct pass-through of federal funds to operate the program and provide program services. The Contractor shall submit a copy of all subcontracts to the Council's Program Director & Finance Director within thirty (30) days of the contract execution date.
 - (3) All service provider written agreements shall include the requirements set forth in paragraph ten, Public Records and Retention, and paragraph eleven, Audits, Inspections, Investigations, of the Standard Contract section of this Agreement.
 - (4) All service providers must complete the Assurances and Certifications attachment to this agreement.
- d. Eligible entities must provide the service provider commensurate compensation for the delivery of administrative and outreach activities and for the delivery of crisis benefits. Commensurate compensation of administration and outreach activities shall include cost-reimbursement of actual expenses or a negotiated rate for specific activities.
- e. The Contractor is bound by the terms of this Agreement and by all applicable State and Federal laws and regulations; therefore, if any of the work required under this Contract is subcontracted, the Contractor shall include in the written agreement that the subcontractor is bound by the terms of this Contract, is bound by all applicable state and federal laws and regulations, and shall hold the Council and the Contractor harmless against all claims of any nature arising out of the subcontractor's performance of work under this Contract to the extent allowed and required by law.
- f. A subcontractor shall not be permitted to perform services related to this Contract without an executed subcontract and MOU verifying that the subcontractor's staff is paid from non-federal resources or is compensated for such activities by EHEAP. In accordance with Sections 23 and Sections 25 of the Contractor's Master Contract, the Council shall not be responsible or liable for any obligations or claims resulting from any subcontract.
- g. The Contractor shall document the subcontractor's progress in performing its work under this Contract in the monthly client service report.
- h. For each subcontractor, the Contractor shall provide a written statement to the Council regarding whether that subcontractor is a minority business enterprise, as defined in Section 288.703, F.S.
- i. If this Contract involves the use of a subcontractor or third party, then the Contractor shall not delay the implementation of its agreement with the subcontractor. If any

circumstances occur that may result in a delay of the initiation of the subcontract or in the performance of the subcontractor for a period of sixty (60) days or more, the Contractor shall notify the Council's Program Director and Finance Director in writing of such delay.

C. SERVICE DELIVERY

1. Service Delivery Location

The Contractor shall ensure that the services provided under this Contract are available to residents within Broward County by in-person service, telephone, and/or other electronic means.

2. Service Times

The Contractor shall provide the services listed in this Contract during normal business hours. Normal business hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding holidays and force majeure.

3. The Contractor shall publish its service delivery location, toll-free telephone number, and normal business hours in available forms of media (i.e. newspapers, radio, television, website, publications, etc.).

D. DELIVERABLES

1. Deliverables

- a. Certification that the Contractor must operate during its regular business hours, as identified in Section II.C.2. of this Contract.
- b. The Contractor shall provide the minimum level of service per month in each county served, as defined in Section I.A.18.

2. Source Documentation

The deliverables shall be reported monthly on Contractor's monthly financial status reports. Successful completion of the deliverables shall be determined by the Council's receipt of Contractor's Receipts and Expenditure Report (Attachment X) and Request for Payment (Attachment XI) containing the number of individuals served with crisis assistance; number of individuals ineligible or denied assistance; number of applicants served by referral to other community resources for energy assistance; a summary of funds expended per county for the reporting month using the EHEAP Cost Reimbursement Summary form (Attachment XIX); and the certification required in Section II. D.1.

3. Records and Documentation

The Contractor will maintain a separate record (paper and CIRTS) for each EHEAP applicant that includes the following, as applicable:

- a. The EHEAP Application and Eligibility Worksheet (Attachment XVI) completed and signed by Contractor and the elder. The application must be approved by a supervisor or peer prior to payment remittance. Contractor is responsible for using the most recent application, eligibility worksheet, and EHEAP Application and Eligibility Worksheet Instructions (Attachment XVII) issued by the Department of Elder Affairs.

- (1) If Contractor approves an application, one elderly member of the household must be registered in CIRTS using the EHEAP Application and Eligibility Worksheet (Attachment XVI); or

- (2) If Contractor denies an application, the elder must be registered in CIRTS using the EHEAP Application and Eligibility Worksheet (Attachment XVI).
- b. The elder's name, address, sex, and age;
 - c. Names, ages, and current identification documentation (no more than one year expired) of all household members;
 - d. Social Security numbers and documentation of those numbers for all household members, or the citation to the applicable exemption;
 - e. Signed notice regarding the collection of Social Security numbers (Notice of Instruction #071113-1-I- SWCBS,
<http://elderaffairs.state.fl.us/doea/notices/July13/LIHEAP%20Notice%20re%20Social%20Security%20Numbers%20Final.pdf>);
 - f. Income amount and method of verification for all household members;
 - g. Income documentation to support eligibility that is representative of the elder's current economic situation;
 - h. Statement of self-declaration of income, if applicable;
 - i. A signed statement of how basic living expenses (i.e., food, shelter, and transportation) are being provided if the total household income is less than fifty percent (50%) of the current Federal Poverty Guidelines and no one in the household is receiving SNAP assistance;
 - j. Documentation of the elder's obligation(s) to pay an energy bill for the residence in which they live;
 - (1) The elder's utility bill must include detail to identify unallowable categories of assistance resulting from charges for water, sewer, garbage, and fire, etc.; charges resulting from meter-tampering and returned checks; and other charges that are not energy-related and are not required for cooling/heating the household.
 - (2) Use of the most current utility bill(s) which provides the vendor's name and address, account holder's name and physical address, account number, and amount(s) due is required. If an elder's utility bill, cutoff notice, door-hanger notice, or similar documentation does not include all of this information, Contractor must document the verified missing information by writing the information on the utility bill and on the EHEAP Application and Eligibility Worksheet (Attachment XVI).
 - k. Signed Authorization for Release of General and/or Confidential Information for LIHEAP/EHEAP Federal Reporting or a statement on the application which states that the elder refused to sign the waiver;
 - l. Copies of approval or denial letters, including those related to the initial application and all appeals, which are provided to the elder;
 - m. If preference is given due to a disability, documentation of such disability that includes disability income or a physician's statement;
 - n. Documentation of referrals to LIHEAP and WAP;
 - o. Notation if EHEAP prevented a disconnection or restored an energy disruption;
 - p. Documentation of coordination with LIHEAP providers to avoid duplication of crisis services for households with elderly residents;

- q. Proof of payment made to vendors;
- r. Documented calculation of crisis benefits for elders living in subsidized housing;
- s. Documented calculation of crisis benefits for elders whose energy bill includes unallowable charges; and
- t. Completed EHEAP Client File Content Checklist (Attachment XVIII).

E. PERFORMANCE SPECIFICATIONS

1. Reports

Contractor is responsible for responding in a timely fashion to additional routine and/or special requests for information and reports required by the Council. Contractor must establish due dates for any subcontractor's report that permits Contractor to meet the Council's reporting requirements.

- a. Contractor shall report monthly on Contractor's Request for Payment (Attachment XI) as delineated in Section II.E.1.c. of this Contract.

b. Administrative and Outreach Expense Budget Detail

Contractor shall submit to the Council's EHEAP Program Specialist the EHEAP Administrative and Outreach Expense Budget Detail (Attachment IX). The Administrative and Outreach Expense Budget Detail shall clearly delineate planned expenditures for funds retained by the Contractor and funds subcontracted. The Administrative and Outreach Expense Budget Detail shall include all Contractor positions, by title, to be paid with these funds and shall detail the estimated number of hours, the hourly wage, and the estimated salary to be paid by EHEAP. Funding sources, estimated hours, and hourly wage shall be identified for the balance of salary where EHEAP funds are used to pay less than one hundred percent (100%) of the salary.

c. Monthly Client Service Report

For the term of this Contract, each month Contractor shall provide the Council, on the 5th day of the month for the preceding calendar month, the following:

- (1) The total number of households served per service area;
- (2) The total amount of funding expended for crisis assistance per service area;
- (3) The total number of households served by referral to other community resources for energy assistance; and
- (4) The total number of households ineligible or denied crisis assistance.

d. EHEAP Outreach Activity Report

Contractor shall ensure the use of outreach efforts that will inform potentially eligible households about EHEAP. The EHEAP Outreach Activity Report is due on the 10th day following the end of each quarter and shall consist of the following:

- (1) Date;
- (2) County;
- (3) Location Address;
- (4) Description of Activity; and
- (5) Name and Position of Staff.

e. EHEAP Administrative Costs Report

Within the first quarter of this Contract, Contractor shall provide the Council a list of all individuals performing any administrative functions for EHEAP. The list must include Contractor's employees, agents, and representatives; as well as, all employees, agents, or representatives of subcontractors, serving EHEAP administratively. For each individual on the list, Contractor must also provide the individual's EHEAP administrative duties and functions. Additionally, Contractor must provide total salary and benefit amounts for each individual on the list, specifying all funding sources from which that person is paid, and the corresponding amounts of that pay charged to each funding source.

f. Program Effectiveness Reports

The Contractor agrees to provide to the Council any additional service reports requested by the Council concerning the effectiveness of the program and shall include any statistics and information that the Council may require. The reporting period shall begin with the effective date of this Contract in a format and according to a schedule provided by the Council for each report.

2. Monitoring and Evaluation Methodology

The Contractor shall monitor its performance under this Contract, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this Contract, to ensure that the scope of work is accomplished within the specified time periods and budgets set and that other performance goals stated in this Contract are achieved. Such review shall be made for each function or activity set forth in this Contract and reported in the monthly client service report.

- a.** Contractor shall review completed EHEAP applications in accordance with the EHEAP Client File Content Checklist (Attachment XVIII).
- b.** The Council shall, at its own discretion, conduct investigations concerning any aspect of Contractor's performance of this Contract.
- c.** The Council shall conduct a full onsite review of the Contractor at least once during each three-year period. Contractor shall allow the Council to carry out monitoring, evaluation, and technical assistance, and shall ensure the cooperation of its employees, and of any subcontractors with whom the Contractor contracts to carry out program activities.
- d.** The Council shall conduct desk review activities throughout the year to monitor contractual program requirements.
- e.** The Council shall conduct EHEAP intake site visits.
- f.** In conjunction with onsite monitoring visits and desk review activities, the Council shall review a sample of completed EHEAP client files in accordance with the EHEAP Client File Content Checklist (Attachment XVIII).
- g.** The Council shall conduct follow-up reviews including prompt return visits to Contractors that fail to meet the goals, standards, and requirements established by the state and federal funding agency.

F. CONTRACTOR RESPONSIBILITIES

- 1.** Make vendor payments directly to fuel and/or home energy providers on behalf of eligible elders.

2. Determine the correct amount of each crisis benefit based on the minimum necessary amount needed to resolve the crisis, but not more than the item limits or total limit set by the Department of Elder Affairs.
3. Encourage households to seek assistance prior to incurring non-energy penalties such as disconnect/reconnect fees, additional deposits, interest, or late payments.
4. Provide EHEAP crisis services to households with elders in Broward County.
 - a. The Contractor shall provide oversight to ensure the minimum level of crisis services monthly, as delineated in Section I.A.17.; and
 - b. EHEAP funded staff shall make themselves available to ensure that the minimum level of service is met.
5. Make crisis benefit payments to vendors on behalf of approved elders within forty-five (45) days of the date of crisis resolution.
6. Make payments on behalf of those elders with the highest home energy needs and the lowest household income, which will be determined by taking into account both the energy burden and the unique situation of households that result from having members of a vulnerable population, including very young children, the disabled, and frail elders.
7. Refund to the Council, with non-federal funds, all funds incorrectly paid on behalf of elders that cannot be collected from the elder.
8. Develop adequate procedures to ensure EHEAP funds are appropriately budgeted and expended to permit payment of energy assistance benefits in both the heating and cooling seasons, ensure that this is a twelve (12) - month program, and ensure that funding is available within the Contractor's service area. Procedures should include referral to other community agencies when funds budgeted for a particular time period are exhausted and elders are subsequently denied.
9. Develop monitoring and oversight procedures to ensure that administrative costs that exceed the contracted EHEAP administrative award to the Contractor or Subcontractor are paid from non-federal sources.
10. Develop adequate procedures to address the use of EHEAP funds for elders who are on oxygen support or a "Lifeline Program" and must have power.
11. Develop a written policy regarding the use of funds for repairing or replacing heating or cooling equipment. The procedures must address the conditions under which an elder is eligible for such funds and what constitutes an emergency related to lack of heating or cooling.
12. Ensure providers and appropriate staff participate in training opportunities scheduled by the Council to cover EHEAP policies and procedures.
13. Ensure the provision of training for all providers and staff members assigned responsibilities within the program.
14. Maintain an EHEAP Policies and Procedures Manual to serve as a local resource for program administration, training, and reference. The EHEAP Policies and Procedures Manual shall be reviewed monitoring, and shall include the following:
 - a. The State of Florida LIHEAP Policies and Procedures Manual;
 - b. An MOU or Subcontract with EHEAP providers;
 - c. An MOU with all service area LIHEAP providers;

- d. An MOU with all service area WAP providers;
- e. Contractor's cost allocation methodology;
- f. Written policies and procedures to ensure that all energy assistance payments made to home energy vendors comply with the requirements of the Vendor Agreement, as stated in Section II. A, 14. d., of this Attachment;
- g. Adequate procedures to ensure that EHEAP funds are appropriately budgeted and expended to sufficiently allow for energy assistance benefits in both the heating and cooling seasons, ensure that this is a twelve (12) - month program, and to ensure that funding is available to, and expended within the Contractor's service area;
- h. Policies regarding the detection and prevention of fraud and abuse of program funds. At a minimum the policy will address initiatives reflective of the detection and prevention of internal and external collusion, conspiracy, and complacency.
 - i. These policies will incorporate internal controls that provides for safeguarding assets, proper recording of transactions, efficient and effective accomplishment of goals and objectives, and compliance of rules and other governance through the segregation of duties.
 - ii. The concept of segregation of duties is to separate the following responsibilities in each business process.
 - 1. Custody of assets
 - 2. Record keeping
 - 3. Authorization
 - 4. Reconciliation
 - iii. When duties cannot be segregated, compensating controls should be considered. Compensating controls can be preventative, detective, or monitoring controls that are executed by an independent, supervisory-level employee who does not have custody, record-keeping, authorization, or reconciliation responsibilities for the process.
- i. Policies that address serving friends, family members, and employees, that includes senior management oversight and approval of:
 - 1. Application and eligibility determination; and
 - 2. Benefit determination and award.
- j. Policies and procedures to secure applicant Social Security Numbers in order to protect applicants' identities, that at a minimum, include:
 - i. Storage of active and archived paper client files.
 - ii. Access to, use of, storage, and disposal of client database printouts and reports containing client information.
 - iii. Transporting applicant information and client files from one location to another.
 - iv. Authorization to access both paper and electronic files.
 - v. Retention conditions and means of disposal of archived client information and files.

- k. Procedures for data integrity;
 - i. The Council will ensure Contractor maintains written procedures for computer system backup and recovery.
 - ii. All data and software shall be routinely backed up to ensure recovery from losses or outages of the computer system.
 - iii. The security over the backed-up data is to be as stringent as the protection required of the primary system.
 - iv. An appropriate level of security includes approving and tracking all employees that request system or information access and ensuring that user access has been removed from all terminated employees.
- l. Procedures for referral or access assistance to the "Lifeline Program";
- m. A policy outlining the criteria to determine if a household has a "home energy crisis" and the information and/or documentation required to verify the crisis, as outlined in Section I. B. 4 a. Standard Crisis, and Section I. B. 4. b. Life-Threatening Crisis, of this Attachment;
- n. Policies and procedures for determining the eligibility of elders applying for EHEAP, as outlined in Section I. C. 2. Client Eligibility, and Section I. C. 3. Eligibility Determination;
- o. Policies which encourage households to seek assistance prior to incurring non-energy penalties such as disconnect/reconnect fees, additional deposits, interest, or late payments;
- p. Procedures referring elderly homeowners who have received more than three energy benefits (EHEAP or LIHEAP) in the last eighteen (18) months to the WAP provider;
- q. A policy concerning the use of funds for the purchase or repair of heating or cooling equipment;
- r. Policies and procedures which detail allowable timeframes for elders to submit required documentation, if missing at the time of application;
- s. A resource guide to access other energy assistance resources available at the local level to provide referrals to elders when EHEAP funding is not available or they do not qualify;
- t. Consumer appeal procedures that provide an opportunity for a fair administrative hearing at the provider level to elders whose applications for assistance are denied, or whose applications are not acted upon with reasonable promptness; and
- u. Policies and procedures for conducting home visits to home-bound elders for completion of the program application or eligibility determination when other assistance is not available, that at a minimum, includes:
 - i. Designation of appropriate staff to conduct home visits;
 - ii. Applicant and staff safety and security precautions;
 - iii. Confidentiality;
 - iv. Means to collect required documentation;
 - v. Safeguarding Applicant information and documentation during transport; and
 - vi. Training and technical assistance.

15. Notwithstanding that tasks for which the Contractor is held accountable involve coordination with other entities in performing this Contract, the failure of other entities does not alleviate the Contractor from any accountability for tasks or services that the Contractor is obligated to perform pursuant to this Contract.
16. Ensure timely and accurate CIRTIS data entry of EHEAP activity is completed prior to submitting Request for Payment (Attachment XI).

G. COUNCIL RESPONSIBILITIES

1. The Council may provide technical support and assistance to the Contractor within the resources of the Council to assist the Contractor in meeting the requirements of this Contract. The Council's support and assistance, or lack thereof, shall not relieve the Contractor from full performance of contract requirements.
2. The Council will provide to the Contractor the State of Florida LIHEAP Policies and Procedures Manual. The State of Florida LIHEAP Policies and Procedures Manual will provide information and procedures needed to administer EHEAP in Florida.
 - a. This Contract excludes all provisions of the State of Florida LIHEAP Policies and Procedures Manual in reference to LIHEAP Regular Home Energy Annual Benefits.
 - b. To the extent any conflict arises between this Contract and any incorporated reference contained herein, this Contract shall have precedence.

III. METHOD OF PAYMENT

A. PAYMENT METHOD USED

The method of payment for this Contract is a combination of cost reimbursement and advance payments, subject to the availability of funds and Contractor performance. The Council will pay the Contractor upon satisfactory completion of the Tasks/Deliverables, as specified in Section II., Manner of Service Provision, and in accordance with other terms and conditions of this Contract.

1. Cost Reimbursement

The Contractor agrees to distribute funds as detailed in the Budget Summary (Attachment VIII) attached to this Contract. Any change in allocation of categorical or total amounts of funds identified on the Budget Summary form require a contract amendment. Payment may be authorized only for allowable expenditures, which are in accordance with the limits specified in Attachment VIII. All Cost Reimbursement Requests for Payment must include the actual Receipts and Expenditure Reports beginning with the first month of this Contract.

a. Budget Summary

Contractor agrees to implement the distribution of funds as detailed in the Budget Summary (Attachment VIII). An amendment is required to change category allocations or the total amount of this Contract.

(1) Administrative Expense

Administrative expenses include costs for general administration and coordination of the program, including direct and indirect costs. This includes the salaries, fringe benefits (i.e. insurance, retirement, etc.), rent, utilities, travel, etc. associated with financial and administrative management of the program. The use of other federal funds to supplement the administrative operations of EHEAP, above and beyond

the budgeted amount, is prohibited. Administrative costs that exceed the contracted EHEAP administrative award to the Contractor or subcontractor must be paid from non-federal sources. Contractors must have adequate procedures for monitoring and oversight to ensure compliance.

(2) Outreach Expense

Outreach expenses are those costs incurred in delivering EHEAP services that are not purely administrative in nature. This may include staff expenses such as salaries, fringe benefits (i.e. insurance, retirement, etc.), rent, utilities, travel, etc. for those employees performing outreach and intake. Outreach expenses shall not include senior management expense, except when outreach and intake involving direct contact with elders occurs. Documentation to support this exception shall be maintained by the Contractor and available upon request.

2. Advance Payments

Contractor may request up to two (2) months of advances at the start of the contract period to cover program administration, outreach, and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Council by the Department of Elder Affairs (budget release). The Contractor's requests for advance payments require the written approval of the Council's Finance Director. For the first month's advance request, the Contractor shall provide the Council's Finance Director with documentation justifying the need for an advance and describing how the funds will be distributed. If the Contractor is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Contractor within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Contractor's financial need for the second month of advances. The Contractor must also describe how the funds will be distributed for the first and second month. If sufficient budget is available, and the Council's Finance Director, in his or her sole discretion, has determined that there is a justified need for an advance, the Council will issue approved advance payments after April 1, 2021.

- a. Any advance payment the Contractor requests must be distributed within seven days of receipt of payment from the Council. The Contractor shall submit to the Council documentation to support full distribution of advance funds with report number 3, due to the Council upon execution of contract, in accordance with the Invoice Report Schedule (Attachment XII) attached to this Contract.
- b. All advance funds requested for the Contractor must be fully expended no later than June 30, 2021. Any amount of advance payments not expended must be fully recouped on the Request for Payment submitted with Receipts and Expenditure Report number 5 due to the Council on July 15, 2021, in accordance with the Invoice Report Schedule (Attachment XII) attached to this Contract.
- c. All advance payments made to the Contractor shall be reimbursed to the Council as follows: one – tenth of the advance payment received shall be reported as an advance recoupment on each Request for Payment, starting with Receipts and Expenditure Report number 5, in accordance with the Invoice Report Schedule (Attachment XII) attached to this Contract.
- d. Interest earned on advances must be identified separately by source of funds, state or federal. Contractor shall maintain advances of federal funds in FDIC interest

bearing accounts, unless an exception is made in accordance with 45 C.F.R. § 75.305(b)(8). Interest earned in excess of \$250 per year on Federal cash balances shall be returned to the Council at the end of each quarter of the contract period.

- B. All payment requests shall be based on actual monthly expenditures beginning with the first month of this Contract. The schedule for submission of advance requests and requests for payment is in Attachment XII to this Contract.
- C. The final close-out request for payment is due to the Council no later than October 16, 2023.

D. METHOD OF INVOICE PAYMENT

Payment shall be made upon Contractor's presentation of an invoice subsequent to the acceptance and approval by the Council of the deliverables on the invoice. The form and substance of each invoice submitted by Contractor shall be as follows:

- 1. Contractor shall prepare Requests for Payment and Receipts and Expenditure Reports that support requests for payment and shall submit them to the Council using the Receipts and Expenditure Report (Attachment X), Request for Payment (Attachment XI), and Cost Reimbursement Summary (Attachment XIX);
- 2. Contractor shall include required supporting documentation as delineated in Section III.F. with the cost reimbursement portion of the invoice.

E. PAYMENT WITHHOLDING

Any payment due by the Council under the terms of this Contract may be withheld pending the receipt and approval by the Council of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved.

F. SUPPORTING DOCUMENTATION REQUIREMENTS

For the reporting month, Contractor shall include the following with Request for Payment:

- 1. The number of individuals served, that include:
 - a. The number of individuals served with crisis assistance during the reporting month;
 - b. The number of individuals ineligible or denied assistance during the reporting month;
 - c. The number of individuals referred to other community resources for energy assistance during the reporting month;
- 2. Certification that Contractor operated during its normal business hours during the reporting month;
- 3. The total amount of funding expended for crisis assistance per county for the reporting period; and

G. FINANCIAL CONSEQUENCES

Failure to meet the deliverables described in this Contract may result in a financial consequence and may result in the redistribution of funding. Contractor shall ensure the provision of services and the successful completion of deliverables as set forth in this Contract.

- 1. The Council shall not reimburse any expenditures associated with deliverables not accepted by the Council as successfully completed; however, this does not preclude Contractor from receiving payment for such expenditures upon successful completion of the deliverable.

2. If Contractor fails to be open and available for services according to its regular business hours as identified in Section II.C.2. of this Contract, excluding weekends or state and federal holidays, Contractor shall pay to the Council financial consequences for such failure, unless the Council waives such failure in writing based upon its determination that the failure was due to factors beyond the control of Contractor.
3. Contractor's failure to operate according to its regular business hours shall result in an assessment of a financial consequence in the amount of \$10.00 per day.
4. Any amounts due from financial consequences shall be paid by Contractor out of non-federal funds.

H. REMEDIES-NONCONFORMING SERVICES

Contractor shall ensure that all participants served under this Contract are eligible for the program and that all monthly performance reports and financial records are maintained for each reporting period and submitted as stipulated in this Contract.

1. Any nonconforming program service, performance report, or financial record not meeting the aforementioned requirements is not eligible for reimbursement under this program. Contractor shall solely bear the costs associated with enrolling, training, reporting and/or managing the program. Contractor shall give immediate notice to the Council of any significant and/or systemic infraction that compromises Contractor's ability to provide participant services, to achieve programmatic performance, or to provide sound financial management of the program.

I. CONSEQUENCES FOR NON-COMPLIANCE

Contractor shall ensure that one hundred percent (100%) of the deliverables identified in this Contract are performed pursuant to contract requirements. The deliverables described in Section II.D. are identified as major deliverables in this Contract.

1. If at any time the Contractor is notified by the Council's Program Specialist that it has failed to correctly, completely, or adequately perform these major deliverables, the Contractor will have ten (10) days to submit a Corrective Action Plan (CAP) to the Council's Program Specialist that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Council's Program Director. The Council shall assess a Financial Consequence for Non-Compliance on the Contractor for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Council will also assess a Financial Consequence for failure to timely submit a CAP. If Contractor fails to timely submit a CAP, the Council shall deduct 1% of the monthly value of the administrative funds in the contract for each day the CAP is overdue, beginning the 11th day after notification by the Council's Program Specialist of the deficiency. The deduction will be made from the payment for the invoice of the following month.

In the event that Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Council shall deduct, from the payment for the invoice of the following month, 1% of the monthly value of the administrative funds in the contract for each day the deficiency is not corrected. The Council may also deduct, from the payment for the invoice of the following month, 1% of the monthly value of the administrative funds in the contract for each day the Contractor fails to timely submit a CAP.

IV. SPECIAL PROVISIONS

A. The following is incorporated by reference:

1. State of Florida LIHEAP Policies and Procedures Manual.

B. Modifications

The Council shall not be obligated to reimburse Contractor for expenditures in excess of the funded amount of this Contract unless and until the Council officially approves such expenditures by executing a written modification to the original contract, signed by both parties.

1. Contractor must use a Council approved budget modification process.
2. For the purpose of transferring funds, the following are considered budget categories: (1) Administration, (2) Outreach, and (3) Crisis Assistance.

C. Enforcement

1. The Council shall rescind designation of a Contractor or take intermediate measures against the Contractor, including corrective action, unannounced special monitoring, temporary assumption of operation of one or more programs by the Council, placement on probationary status, imposing a moratorium on Contractor action, imposing financial penalties for nonperformance, or other administrative action, if the Council finds that any of the following have occurred:
 - a. An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients, or substantially and negatively affected the operation of an aging services program;
 - b. The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
 - c. The Contractor has committed multiple or repeated violations of legal and regulatory requirements or Council standards;
 - d. The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;
 - e. The Contractor has exceeded its authority or otherwise failed to adhere to the terms of this Contract with the Council;
 - f. The Contractor has failed to properly determine client eligibility as defined by the Council or efficiently manage program budgets; or
 - g. The Contractor has failed to implement and maintain a Council-approved client grievance resolution procedure.
2. In making any determination under this provision, the Council may rely upon findings of another state or federal agency or other regulatory body. Any claims for damages for breach of contract are exempt from administrative proceedings.

END OF ATTACHMENT

ATTACHMENT II**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the Council to the Contractor may be subject to audits and/or monitoring by the Council, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by the Council staff, limited scope audits and/or other procedures. By entering into this Contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Council to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Council, Department of Elder Affairs’ or Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends \$750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Financial and Compliance Audit Attachment, Exhibit 2 indicates federal resources awarded through the Council by this Contract. In determining the federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including federal resources received from the Council. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

If the Contractor expends less than \$750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than \$750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization’s fiscal year. Compliance findings related to contracts with the Council shall be based on the contract’s requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by 2 CFR § 200.510, the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Contractor’s fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Financial Compliance Audit Attachment, Exhibit 2 indicates state financial assistance awarded through the Department by this Contract. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Department of the Elder Affairs, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Contractor resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by Rule 69I- 5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Council in effect during the audit period. For local governmental entities, financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor's fiscal year end. For non-profit or for-profit organizations, financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Council retains all right and obligation to monitor and oversee the performance of this Contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of financial reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by Part I of this Financial Compliance Audit Attachment, shall be submitted, when required by 2 CFR § 200.512 by or on behalf of the Contractor directly to each of the following:

**Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street**

Jeffersonville, IN 47132

Pursuant to 2 CFR § 200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Contractor shall submit a copy of any management letter issued by the auditor directly to the Council.

**Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road
Sunrise, FL 33351**

Additionally, copies of financial reporting packages required by this Contract's Financial Compliance Audit Attachment, Part II, shall be submitted by or on behalf of the Contractor directly to each of the following:

The Department at the following address:

**Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road
Sunrise, FL 33351**

The Auditor General's Office at the following address:

**State of Florida Auditor
General Claude Pepper
Building, Room 574 111 West
Madison Street Tallahassee,
Florida 32399-1450**

Any reports, management letters, or other information required to be submitted to the Council pursuant to this Contract shall be submitted timely in accordance with 2 CFR Part 200, F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Council for audits done in accordance with 2 CFR Part 200 or Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of six (6) years from the date the audit report is issued, and shall allow the Council or its designee, the CFO, or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Council or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Council.

ATTACHMENT II**EXHIBIT 1****PART I: AUDIT RELATIONSHIP DETERMINATION**

Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Contractors who have been determined to be vendors are not subject to the audit requirements of 2 CFR § 200.38 and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, Contractors who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, F.A.C., Contractor has been determined to be:

☐ Vendor not subject to 2 CFR § 200.38 and/or Section 215.97, F.S.

☒ Recipient/sub-recipient subject to 2 CFR §§ 200.86 and 200.93 and/or Section 215.97, F.S.

☐ Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and/or state financial assistance, and has been approved by the Council to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and/or 2 CFR § 200.330 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a sub-recipient must comply with the following fiscal laws, rules, and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

2 CFR § 200.416 - § 200.417 – Special Considerations for States, Local Governments, and Indian Tribes*

2 CFR § 200.201 – Administrative Requirements**

2 CFR § 200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules, and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR § 200.400 - § 200.411 – Cost Principles*

2 CFR § 200.100 – Administrative Requirements

2 CFR § 200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules, and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

2 CFR § 200.418 – § 200.419 – Special Considerations for Institutions of Higher Education*

2 CFR § 200.100 – Administrative Requirements

2 CFR § 200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules, and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5)(c).

**For funding passed through U.S. Health and Human Services, 45 CFR Part 75; for funding passed through U.S. Department of Education, 34 CFR Part 80.

STATE FINANCIAL ASSISTANCE. Contractors who receive state financial assistance and who are determined to be a recipient/sub-recipient must comply with the following fiscal laws, rules, and regulations:

Sections 215.97 & 215.971, F.S.

Chapter 69I-5, F.A.C.

State Projects Compliance Supplement

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules, and regulations

EXHIBIT 2**FUNDING SUMMARY (2021-2022)**

Note: Title 2 CFR, as revised, and Section 215.97, F.S., require that the information about Federal Programs and State Projects included in Attachment II, Exhibit 1, be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

**1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS CONTRACT
CONSIST OF THE FOLLOWING:**

GRANT AWARD (FAIN#): 2002FLLIEA		FEDERAL AWARD DATE: 10/1/2019	
DUNS NUMBER: 039652961			
PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Emergency Home Energy Assistance for the Elderly Program	United States Department of Health and Human Services	93.568	\$26,081.37
TOTAL FEDERAL AWARD			\$26,081.37

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT
TO THIS CONTRACT ARE AS FOLLOWS:**

FEDERAL FUNDS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations

**2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF
THE FOLLOWING:**

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

STATE FINANCIAL ASSISTANCE SUBJECT TO SECTION 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
TOTAL AWARD			

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS
CONTRACT ARE AS FOLLOWS:**

STATE FINANCIAL ASSISTANCE

Sections 215.97 & 215.971, F.S., Chapter 69I-5, F.A.C., State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules, and regulations

ATTACHMENT III

CERTIFICATIONS AND ASSURANCES

Council will not award this Vcontract unless Contractor completes this CERTIFICATIONS AND ASSURANCES. In performance of this Contract, Contractor provides the following certifications and assurances:

- A. **Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- B. **Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. **Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- D. **Certification Regarding Public Entity Crimes, section 287.133, F.S.**
- E. **Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. **Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.**
- G. **Certification Regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans, and Cooperative Agreements**
- H. **Verification of Employment Status Certification**
- I. **Records and Documentation**
- J. **Certification Regarding Inspection of Public Records**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
- 2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
- 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this certification accordingly.

B. CERTIFICATION REGARDING LOBBYING – CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence 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.

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 employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. § 1352. 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.

A. NON- DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80). - As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department of Elder Affairs through the Council.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department of Elder Affairs through the Council.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department of Elder Affairs through the Council.
5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department of Elder Affairs through the Council.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.
7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor’s operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially assisted program or activity.

Contractor understands that the Council, Department of Elder Affairs and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

A. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform Council immediately upon any change of circumstances regarding this status.

B. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

C. SCRUTINIZED COMPANIES LISTS AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not engaged in a boycott of Israel.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it is not engaged in business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Council terminating this Contract and the submission of a false certification may subject Contractor to civil penalties and attorney fees and costs, including any costs for investigations that led to the finding of false certification.

If Contractor is unable to certify any of the statements in this certification, Contractor shall attach an explanation to this Contract.

D. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR CONTRACTS, AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

1. The Contractor and any Subcontractors of services under this Contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted, or calculated have been assessed and verified

to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.

1. If this Contract includes the provision of hardware, software, firmware, microcode, or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
2. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
3. The Contractor and any Subcontractors of services under this Contract warrant that their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency, including emergencies arising from data integrity compliance issues.

E. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Council, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this Contract, and that any subcontracts include an express requirement that Subcontractors performing work or providing services pursuant to this Contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the entire Contract term.

The Contractor shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements/contracts and that all Subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by Circulars A-102 and 2 CFR Part 200 and 215 (formerly OMB Circular A-110).

F. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to Council staff and/or any party designated by the Council any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

G. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Section 10 of the Master Contract, sections 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Council is named in the civil action, Contractor agrees to indemnify and hold harmless the Council for any costs incurred by the Council and any attorneys' fees assessed or awarded against the Council from a Public Records Request made pursuant to Chapter 119, F.S., concerning this Contract or services performed thereunder.
 - a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Council and state agencies or subdivisions defined in section 768.28(2), F.S.
2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity **which pertain to the public agency (Florida Department of Elder Affairs)** are public records. Section 119.07, F.S., states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization does ☐ does not ☐ provide for institutional memberships.

Contractor’s signature below attests that records pertaining to the dues or membership application by the Council are available for inspection if applicable, as stated above.

By execution of this Contract, Contractor must include these provisions (A-J) in all related subcontract agreements (if applicable).

By signing below, Contractor certifies that the representations outlined in parts A through J above are true and correct.

	227 NW 2nd Street
Signature and Title of Authorized Representative	Street Address
City of Deerfield Beach, Florida/Northeast Focal Point Senior Center dba Department of Active Aging	Deerfield Beach, FL 33441
Contractor Date	City, State, Zip code

ASSURANCES—NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average forty-five (45) 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 (0348-0043),

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 awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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 cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. 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.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for 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).
6. Will comply with all federal statutes relating to nondiscrimination. 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) Sections 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.
7. 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 or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

1. Will comply, as applicable, 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.
2. 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 sub-contracts.
3. Will comply, if applicable, 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 \$10,000.00 or more.
4. 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 (Clear Air) Implementation Plans under Section 176(c) of the Clear 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).
- 12 Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. 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.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. 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.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200.
18. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION City of Deerfield Beach, Florida/Northeast Focal Point Senior Center dba Department of Active Aging		DATE SUBMITTED

ATTACHMENT V

FLORIDA DEPARTMENT OF ELDER AFFAIRS CIVIL RIGHTS COMPLIANCE CHECKLIST

Program/Facility Name City of Deerfield Beach, Florida/Northeast Focal Point Senior Center dba Department of Active Aging	County	AAA/Contractor
Address 227 NW 2nd Street	Completed By	
City, State, Zip Code Deerfield Beach, FL 33441	Date	Telephone 954-480-4449

PART I: READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION WHICH WILL HELP YOU COMPLETE THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

For questions 2-5 please indicate the following:		Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
2. Population of area served	Source of data:								
3. Staff currently employed	Effective date:								
4. Clients currently enrolled/registered	Effective date:								
5. Advisory/Governing Board if applicable									

PART II: USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE. IF N/A or NO, EXPLAIN.

6. Is an Assurance of Compliance on file with DOEA?

N/A YES NO
☐ ☐ ☐

7. Compare the staff composition to the population. Is staff representative of the population?

N/A YES NO
☐ ☐ ☐

1. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion, or disability?

N/A YES NO
☐ ☐ ☐

1. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion, or disability?

N/A YES NO
☐ ☐ ☐

1. For in-patient services, are room assignments made without regard to race, color, national origin or disability?

N/A YES NO
☐ ☐ ☐

2. Is the program/facility accessible to non-English speaking clients?

N/A YES NO
☐ ☐ ☐

1. Are employees, applicants and participants informed of their protection against discrimination? If YES, how?
 Verbal ☐ Written ☐ Poster ☐

N/A YES NO
☐ ☐ ☐

N/A NUMBER

1. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility.

☐ _____

1. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals?

N/A YES NO

☐ ☐ ☐

PART III: THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES. IF NO, EXPLAIN.

1. Has as a self-evaluation been conducted to identify any barriers to serving disabled individuals and to make any necessary modifications?

YES NO

☐ ☐

1. Is there an established grievance procedure that incorporates due process in the resolution of complaints?

YES NO

☐ ☐

2. Has a person been designated to coordinate Section 504 compliance activities?

YES NO

☐ ☐

1. Do recruitment and notification materials advise applicants, employees, and participants of nondiscrimination on the basis of disability?

YES NO

☐ ☐

1. Are auxiliary aids available to ensure accessibility of services to hearing and sight-impaired individuals?

YES NO

☐ ☐

PART IV: FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.

2. Do you have a written affirmative action plan? If NO, explain.

YES NO

☐ ☐

DOEA USE ONLY

Reviewed by		In Compliance: YES ☐ NO* ☐
Program Office		*Notice of Corrective Action Sent ___ / ___ / ___
Date	Telephone	Response Due ___ / ___ / ___
On-Site ☐	Desk Review ☐	Response Received ___ / ___ / ___

ATTACHMENT V**INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST**

1. Describe the geographic service area such as a district, county, city, or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race, sex, disability, and over the age of 40. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex, disability, and over the age of 40. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex, disability, and over the age of 40. Include the date that enrollment was counted.
 - a. Where there is a significant variation between the race, sex, or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons.
5. Enter the total number of advisory board members and their percent by race, sex, disability, and over the age of 40. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR Part 80. This is usually a standard part of the contract language for DOE A Recipients and their Sub-grantees. 45 CFR § 80.4(a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment. 45 CFR § 80.3(a) and 45 CFR § 80.1.
9. Participants or clients must be provided services such as medical, nursing, and dental care, laboratory services, physical and recreational therapies, counseling, and social services without regard to race, sex, color, national origin, religion, age, or disability. Courtesy titles, appointment scheduling, and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age, or disability. Entrances, waiting rooms, reception areas, restrooms, and other facilities must also be equally available to all clients. 45 CFR § 80.3(b).
10. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin, or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability. 45 CFR § 80.3(a).
11. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services. 45 CFR § 80.3(a).
12. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. 45 CFR § 80.6(d). This should include information on their right to file a complaint of discrimination with either the Department or the U.S. Department of Health and Human Services. The information may be supplied verbally or in writing to every individual or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility.
13. Report number of discrimination complaints filed against the program/facility. Indicate the basis (e.g. race, color, creed, sex, age, national origin, disability, and/or retaliation) and the issues involved (e.g. services or employment, placement,

termination, etc.). Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state, or federal agency with whom the complaint has been filed. Indicate the current status of the complaint (e.g. settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.).

1. The program/facility must be physically accessible to mobility, hearing, and sight-impaired individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps, and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, and information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters, and serving lines should be observed for accessibility. Elevators should be observed for door width and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
2. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four-step process:
 - a. Evaluate, with the assistance of disabled individual(s)/organization(s), current policies and practices that do not or may not comply with Section 504;
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate the effects of any discrimination that resulted from adherence to these policies and practices; and
 - d. Maintain self-evaluation on file, including a list of the interested persons consulted, a description of areas examined, and any problems identified, and a description of any modifications made and of any remedial steps taken 45 CFR § 84.6. (This checklist may be used to satisfy this requirement if these four steps have been followed).
3. Programs or facilities that employ 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Part 84 of Title 45, CFR 45 CFR § 84.7(b).
4. Programs or facilities that employ 15 or more persons shall designate at least one person to coordinate its efforts to comply with Part 84 of Title 45, CFR. 45 CFR § 84.7(a).
5. Programs or facilities that employ 15 or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that the program/facility does not discriminate on the basis of handicap in violation of Section 504 and Part 84 of Title 45, CFR. Methods of initial and continuing notification may include the posting of notices, publication in newspapers and magazines, placement of notices in publications of the programs or facilities, and distribution of memoranda or other written communications. 45 CFR § 84.8(a).
6. Programs or facilities that employ 15 or more persons shall provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary to afford such persons an equal opportunity to benefit from the service in question. Auxiliary aids may include, but are not limited to, brailled and taped materials, interpreters, and other aids for persons with impaired hearing or vision. 45 CFR § 84.52(d).
7. Programs or facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement, and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR Part 60 and Title VI of the Civil Rights Act of 1964, as amended.

ATTACHMENT VI

CONTRACTOR'S STATE CONTRACT LIST

Contractor's State Contract List

REPORT PERIOD:

From: To:

CONTRACTOR INFORMATION:

Name: Phone: Address: Email: FEID: Contact:

	Contract #	Contract/ Program Name	State Agency/ Program	Start Date	End Date	Description of Contract Purpose/Types of Services	Contract Manager	Phone #	Contract Amount
1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -
10									\$ -
11									\$ -
12									\$ -
13									\$ -
14									\$ -
15									\$ -
16									\$ -
17									\$ -
18									\$ -
19									\$ -
20									\$ -
Total									

SIGNATURE: DATE: TITLE:

ATTACHMENT VII

BACKGROUND SCREENING



Ron DeSantis
Governor

Richard Prudom
Secretary

BACKGROUNDSCREENING

Attestation of Compliance -Employer

AUTHORITY: This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- The term “employer” means any person or entity required by law to conduct background screenings, including but not limited to, Area Agencies on Aging/Aging and Disability Resource Centers, Lead Agencies, and Service Providers that contract directly or indirectly with the Department of Elder Affairs (DOEA), and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. *See* §§ 435.02, 430.0402, Fla. Stat.
- A direct service provider is “a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client’s living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities and volunteers.” § 430.0402(1)(b), Fla. Stat.

ATTESTATION:

As the duly authorized representative of

Employer Name

located at _____,
Street Address City State ZIP code

I, _____ do hereby affirm under penalty of
Name of Representative

perjury that the above-named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

Signature of Representative

Date

ATTACHMENT VIII

BUDGET SUMMARY

ADMINISTRATIVE COSTS

PERSONNEL

Total Personnel: \$0.00

RECURRING EXPENSES:

Printing & Supplies \$2,467.30

Total Recurring Expenses: \$2,467.30**TOTAL ADMINISTRATIVE BUDGET** \$2,467.30**OUTREACH COSTS**

PERSONNEL

Case Manager \$ 592.23

I&R Coordinator \$ 3,028.27

Total Personnel: \$3,620.50

RECURRING EXPENSES:

Total Recurring Expenses: \$0.00**TOTAL OUTREACH BUDGET** \$3,620.50**TOTAL EHEAP Benefits (Crisis)** \$19,993.57**TOTAL** \$26,081.37Projected minimum number of applications* (Crisis): 72

*Eligible households may be provided one benefit per season. The minimum number of consumers may reflect duplicated consumers if a consumer receives a benefit in both seasons. The projected minimum number is for the entire contract period.

EHEAP ADMINISTRATIVE AND OUTREACH EXPENSE BUDGET DETAIL

PSA	#
-----	---

Emergency Home Energy Assistance Program

Administrative & Outreach Expense Budget

Detail

[illegible]

Administration Subtotal	\$ -
Outreach Subtotal	\$ -
Total	\$ -

RECEIPTS AND EXPENDITURE REPORT
EMERGENCY HOME ENERGY ASSISTANCE PROGRAM

PROVIDER NAME, ADDRESS, PHONE # & FEID	Program Funding Source : EHEAP (Emergency Home Energy Assistance for the Elderly Program)	THIS REPORT PERIOD CONTRACT PERIOD CONTRACT #: REPORT # PSA#		
CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete and all outlays herein are for purposes set forth in the contract. Prepared by : Date: Approved by : Date :				
PART A : BUDGETED INCOME/ RECEIPTS	1. Approved Budget	2. Actual Receipts for this Report	3. Total Receipts Year to Date	4. Percent of Approved Budget
1. Agreement Amount	\$0.00	\$0.00	\$0.00	0.00%
2. Interest on Agreement Funds	\$0.00	\$0.00	\$0.00	0.00%
3. TOTAL AGREEMENT AMOUNT	\$0.00	\$0.00	\$0.00	0.00%
PART B : EXPENDITURES	1. Approved Budget	2. Expenditures for this Report	3. Expenditures Year to Date	4. Percent of Approved Budget
1. Administration	\$0.00	\$0.00	\$0.00	0.00%
2. Outreach	\$0.00	\$0.00	\$0.00	0.00%
3. Crisis Services	\$0.00	\$0.00	\$0.00	0.00%
4. Weather Related Services	\$0.00	\$0.00	\$0.00	0.00%
5. TOTAL EXPENDITURES	\$0.00	\$0.00	\$0.00	0.00%

REQUEST FOR PAYMENT
EMERGENCY HOME ENERGY ASSISTANCE PROGRAM

CONTRACTOR NAME, ADDRESS, PHONE# and FEID#	TYPE OF REPORT : Advance Request _____ Reimbursement Request <u>X</u>	This Request Period: CONTRACT PERIOD CONTRACT #: REPORT # PSA# 10			
CERTIFICATION: I hereby certify that this request or refund conforms with the terms of the above agreement, including that Contractor has been open and operating during its normal business hours for the reporting month.					
Prepared by : Date: Approved by : Date :					
PART A: BUDGET SUMMARY	ADMIN SERVICES	OUTREACH SERVICES	CRISIS SERVICES	WEATHER RELATED	TOTAL
1. Approved Agreement Amount	\$ -	\$ -	\$ -	\$ -	\$ -
2. Previous Funds Received	\$ -	\$ -	\$ -	\$ -	\$ -
3. Agreement Balance	\$ -	\$ -	\$ -	\$ -	\$ -
4. Previous Funds Requested but not Received	\$ -	\$ -	\$ -	\$ -	\$ -
5. Agreement Balance	\$ -	\$ -	\$ -	\$ -	\$ -
PART B: AGREEMENT FUNDS REQUEST					
1. Anticipated Cash Needs (1st - 2nd month, Attach Justification)	\$ -	\$ -	\$ -	\$ -	\$ -
2. Net Expenditures For Month (DOEA Form 105P, Part B, Line 5)	\$ -	\$ -	\$ -	\$ -	\$ -
3. TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -
PART C: NET FUNDS REQUESTED					
1. Less Advance Applied	\$ -	\$ -	\$ -	\$ -	\$ -
2. TOTAL FUNDS REQUESTED (Part B, Line 3 minus Part C, Line 1)	\$ -	\$ -	\$ -	\$ -	\$ -
PART D: SERVICE INFORMATION					
1. Number of individuals served with crisis energy assistance this period: 					
2. Number of individuals ineligible or denied assistance during this period: 					
3. Number of individuals referred to other community resources for energy assistance during this period: 					
Certification statement: Contractor hereby certifies that it has been open and operating during its normal business hours for this period, as described in the Statement of Work section, of the EHEAP contract.					

INVOICE REPORT SCHEDULE

<u>Report Number</u>	<u>Based Upon</u>	<u>Date Due to the Department</u>
1	April Advance Request*	Upon Execution of Contract
2	May Advance Request*	Upon Execution of Contract
3	April Expenditure Report	May 7, 2021
4	May Expenditure Report	June 7, 2021
5	June Expenditure Report	July 7, 2021
6	July Expenditure Report	August 6, 2021
7	August Expenditure Report	September 8, 2021
8	September Expenditure Report	October 7, 2021
9	October Expenditure Report	November 5, 2021
10	November Expenditure Report	December 7, 2021
11	December Expenditure Report	January 7, 2022
12	January Expenditure Report	February 7, 2022
13	February Expenditure Report	March 7, 2022
14	March Expenditure Report	April 7, 2022
15	April Expenditure Report	May 6, 2022
16	May Expenditure Report	June 7, 2022
17	June Expenditure Report	July 7, 2022
18	July Expenditure Report	August 5, 2022
19	August Expenditure Report	September 7, 2022
20	September Expenditure Report	October 7, 2022
21	October Expenditure Report	November 7, 2022
22	November Expenditure Report	December 7, 2022
23	December Expenditure Report	January 6, 2023
24	January Expenditure Report	February 6, 2023
25	February Expenditure Report	March 7, 2023
26	March Expenditure Report	April 7, 2023
27	April Expenditure Report	May 5, 2023
28	May Expenditure Report	June 7, 2023
29	June Expenditure Report	July 7, 2023
30	July Expenditure Report	August 7, 2023
31	August Expenditure Report	September 7, 2023
32	September Expenditure Report	October 6, 2023
33	Final Close Out Report	October 16, 2023

* Advance based on projected cash need.

Note 1 Advance basis invoices, cannot be submitted to the Department of Elder Affairs (DOEA) prior to April 1 or until the contract with the Council has been executed.

Note 2 Report numbers 5 through 14 shall reflect an adjustment of one-tenth of the total advance amount, on each of the reports, repaying advances issued for the first one or two months of the agreement. The adjustment shall be recorded in Part C, 1 of the report (Attachment XII).

Note 3 Submission of invoices may or may not generate a payment request. If final invoice reflects funds due back to the Department, payment is to accompany the final close-out invoice.

POVERTY INCOME GUIDELINES



**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
(LIHEAP)
POVERTY INCOME GUIDELINES***

EFFECTIVE JULY 1, 2020

PEOPLE IN THE HOUSEHOLD	150%
1	\$ 19,140
2	\$ 25,860
3	\$ 32,580
4	\$ 39,300
5	\$ 46,020
6	\$ 52,740
7	\$ 59,460
8	\$ 66,180
For each additional person in the household with more than 8 people, add:	\$ 6,720

*These figures are based on the 2020 U.S. Department of Health and Human Services (HHS) poverty guidelines published in the Federal Register on January 17, 2020

(April 2021 – September 2023)

JP021

ATTACHMENT XIV

LIHEAP PAYMENT MATRIX

LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM PAYMENT MATRIX - FY 2020									
HOME ENERGY BENEFITS ¹ AND POVERTY LEVELS BY HOUSEHOLD SIZE AND INCOME HOUSEHOLD INCOME IN DOLLARS PER YEAR									
NUMBER OF PEOPLE IN HOUSEHOLD	50% of Poverty or Less	Over 50% of Poverty but Less than 75%		At least 75% but no more than 100% Poverty		Over 100% but no more than 125% Poverty		Over 125% but no more than 150% Poverty	
	At or Below	Annual Income at Least but No Greater Than							
1	\$ 6,380.00	\$6,381.00	\$9,569.00	\$ 9,570.00	\$12,760.00	\$12,761.00	\$15,950.00	\$15,951.00	\$19,140.00
2	\$ 8,620.00	\$8,621.00	\$12,929.00	\$12,930.00	\$17,240.00	\$17,241.00	\$21,550.00	\$21,551.00	\$25,860.00
3	\$10,860.00	\$10,861.00	\$16,289.00	\$16,290.00	\$21,720.00	\$21,721.00	\$27,150.00	\$27,151.00	\$32,580.00
4	\$13,100.00	\$13,101.00	\$19,649.00	\$19,650.00	\$26,200.00	\$26,201.00	\$32,750.00	\$32,751.00	\$39,300.00
5	\$15,340.00	\$15,341.00	\$23,009.00	\$23,010.00	\$30,680.00	\$30,681.00	\$38,350.00	\$38,351.00	\$46,020.00
6	\$17,580.00	\$17,581.00	\$26,369.00	\$26,370.00	\$35,160.00	\$35,161.00	\$43,950.00	\$43,951.00	\$52,740.00
7	\$19,820.00	\$19,821.00	\$29,729.00	\$29,730.00	\$39,640.00	\$39,641.00	\$49,550.00	\$49,551.00	\$59,460.00
8	\$22,060.00	\$22,061.00	\$33,089.00	\$33,090.00	\$44,120.00	\$44,121.00	\$55,150.00	\$55,151.00	\$66,180.00
9	\$24,300.00	\$24,301.00	\$36,449.00	\$36,450.00	\$48,600.00	\$48,601.00	\$60,750.00	\$60,751.00	\$72,900.00
10	\$26,540.00	\$26,541.00	\$39,809.00	\$39,810.00	\$53,080.00	\$53,081.00	\$66,350.00	\$66,351.00	\$79,620.00
11	\$28,780.00	\$28,781.00	\$43,169.00	\$43,170.00	\$57,560.00	\$57,561.00	\$71,950.00	\$71,951.00	\$86,340.00
12	\$31,020.00	\$31,021.00	\$46,529.00	\$46,530.00	\$62,040.00	\$62,041.00	\$77,550.00	\$77,551.00	\$93,060.00
13	\$33,260.00	\$33,261.00	\$49,889.00	\$49,890.00	\$66,520.00	\$66,521.00	\$83,150.00	\$83,151.00	\$99,780.00
14	\$35,500.00	\$35,501.00	\$53,249.00	\$53,250.00	\$71,000.00	\$71,001.00	\$88,750.00	\$88,751.00	\$106,500.00
15	\$37,740.00	\$37,741.00	\$56,609.00	\$56,610.00	\$75,480.00	\$75,481.00	\$94,350.00	\$94,351.00	\$113,220.00
16	\$39,980.00	\$39,981.00	\$59,969.00	\$59,970.00	\$79,960.00	\$79,961.00	\$99,950.00	\$99,951.00	\$119,940.00
17	\$42,220.00	\$42,221.00	\$63,329.00	\$63,330.00	\$84,440.00	\$84,441.00	\$105,550.00	\$105,551.00	\$126,660.00
18	\$44,460.00	\$44,461.00	\$66,689.00	\$66,690.00	\$88,920.00	\$88,921.00	\$111,150.00	\$111,151.00	\$133,380.00
19	\$46,700.00	\$46,701.00	\$70,049.00	\$70,050.00	\$93,400.00	\$93,401.00	\$116,750.00	\$116,751.00	\$140,100.00
20	\$48,940.00	\$48,941.00	\$73,409.00	\$73,410.00	\$97,880.00	\$97,881.00	\$122,350.00	\$122,351.00	\$146,820.00
LIHEAP HOME ENERGY BENEFIT ¹	\$350 to \$600**			\$300 to \$550**		\$250 to \$500**		\$200 to \$450**	

** Additional Assistance if applicant household includes

(1) Elderly	\$75
(2) Disabled	\$75
(3) Applicant with child age 5 or younger	\$100

¹ These benefit levels are effective July 1, 2020

These figures are based upon the 2020 U.S. Department of Health and
Human Services (HHS) Poverty Guidelines published in the Federal Register
on January 17, 2020

ATTACHMENT XV

SOURCES OF INCOME

LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) SOURCES OF INCOME EFFECTIVE July 1, 2020	
INCLUDED SOURCES OF INCOME (Includes total annual cash receipts before taxes from all sources)	EXCLUDED SOURCES OF INCOME
1. Money wages and salaries before any deductions 2. Net receipts from non-farm employment (receipts from a person's own unincorporated business, professional enterprise, or partnership, after deductions for business expenses) 3. Net receipts from farm self-employment (receipts from a farm which one operates as an owner, renter, or sharecropper, after deductions for farm operating expenses) 4. <u>REGULAR PAYMENTS FROM:</u> Social Security Railroad retirement Unemployment compensation Strike benefits from union funds Worker's compensation Veteran's payments Public Assistance or Temporary Assistance for Needy Families (TANF), Supplemental Security Income, and non-federally funded General Assistance or General Relief money payments. 5. Payments to foster children age 18 or older received through the Independent Living Program 6. Training stipends 7. Alimony 8. Child Support 9. Social Security Benefit Garnishes for Non-Payment of School Loans. (The total amount of the Social Security Retirement benefit including the garnished deduction must be used when calculating the applicant's income.) 10. Military family allotment or other regular support from a family member or someone not living in the household 11. Private pensions 12. Government employee pensions (including military retirement pay) 13. Regular insurance or annuity payments 14. Educational Assistance: Grants, Fellowships, Assistantships, College or University Scholarships – <u>Only count as income those funds specifically allotted for living expenses</u> 15. Dividends 16. Interest 17. Net rental income 18. Net royalties 19. Periodic receipts from estates or trusts 20. Net gambling or lottery winnings	1. <u>CAPITAL GAINS</u> Any Assets drawn down as withdrawals from a bank, or the sale of property, a house, or a car. 2. Tax Refunds 3. Gifts 4. Loans 5. Lump-sum inheritances 6. One-time insurance payments 7. Foster Care Payments* 8. Compensation for injury 9. Combat zone pay to the military 10. Adoption Subsidies 11. Reverse Mortgage Payments 12. <u>NON-CASH BENEFITS</u> (a) Employer-paid or union paid portion of health insurance or other employee benefits (b) Food or housing received in lieu of wages (c) The value of food and fuel produced and consumed on farms. (d) The imputed value of rent from owner-occupied non-farm or farm housing. (e) Federal non-cash benefit programs such as Medicare, Medicaid, Food Stamps, school lunches, and housing assistance. 13. Supplemental Security Income (SSI) benefits cannot be garnished for any reason <u>unless</u> a recipient received an overpayment of benefits. The total amount of the SSI benefit minus the garnished deduction for recoupment must be used when calculating the applicant's income. *Persons whose cost of residence is paid through a foster care or residential program administered by the state <u>cannot</u> be counted as household members.

EHEAP APPLICATION AND ELIGIBILITY WORKSHEET

Section One: Applicant (Aged 60 and older) Information			
Name: (First, M, Last)		☐ Heating Season ☐ Cooling Season	
Date of birth:	Age:	SSN:	
Service address:			
City:	Florida County:	ZIP Code:	
Sex: ☐ Male ☐ Female	Number of people in the household:	Phone:	
Marital Status: ☐ Married ☐ Partnered ☐ Single ☐ Separated ☐ Divorced ☐ Widowed			
Race: ☐ White ☐ Black/African American ☐ Asian ☐ Native Hawaiian/Pacific Islander ☐ American Indian/Alaska Native ☐ Other			
Ethnicity: ☐ Hispanic/Latino ☐ Other		Primary Language: ☐ English ☐ Spanish ☐ Other _____	
Does client have limited ability reading, writing, speaking, or understanding the English language? ☐ Yes ☐ No			
Is the client a veteran? ☐ Yes ☐ No		Was client referred to the local Veteran's Affairs office? ☐ Yes ☐ No ☐ N/A	
Applicant's income type(s):		Applicant's monthly income amount:	
Section Two: Additional Household Members Information			
Name:		Income type(s):	
	Age:	SSN:	Monthly income amount:
Name:		Income type(s):	
	Age:	SSN:	Monthly income amount:
Name:		Income type(s):	
	Age:	SSN:	Monthly income amount:
Name:		Income type(s):	
	Age:	SSN:	Monthly income amount:
Name:		Income type(s):	
	Age:	SSN:	Monthly income amount:
Section Three: Household Characteristics			
Is there a child 5 years of age or younger in the household? ☐ Yes ☐ No If Yes, select all that applies: ☐ 0-2 years old ☐ 3-5 years old			
Is there an individual with a disability in the household? ☐ Yes ☐ No			
Is the applicant a U.S. citizen or an alien lawfully admitted for permanent residence? ☐ Yes ☐ No			
Is the applicant a homeowner? ☐ Yes ☐ No			
Does applicant live in government subsidized housing, such as Section 8? ☐ Yes ☐ No If yes, provide the complex name: _____ If yes, does the household receive an energy subsidy? ☐ Yes ☐ No			
Does applicant live in a student dormitory, adult family care home, or any kind of group living facility? ☐ Yes ☐ No If yes, provide the facility name: _____			
Section Four: Heating and Cooling Information			
Have you or any member of your household received energy assistance in the current season? ☐ Yes ☐ No If yes, provide the name of Agency: _____ Type of Assistance: ☐ Crisis ☐ Home Energy ☐ Weather-Related Date: _____			
What is the primary source of home heating? (select one) ☐ Electricity ☐ Natural Gas ☐ Propane ☐ Wood/Coal ☐ Refillable Fuels			

Date Stamp

Intake worker's name:

Phone:

Does household use supplemental heating source? ☐ Electricity ☐ Wood/Coal ☐ N/A	
Air conditioning unit type? ☐ Central A/C ☐ Window/Wall A/C ☐ Fans ☐ Other – specify (including evaporative cooler) _____	
Section Five: Energy Crisis Explanation	Client Attestation and Signature
☐ Home cooling or heating energy source has been disconnected. (<i>Life-Threatening</i>)	The information provided on this application, is to the best of my knowledge, true and complete. I understand that priority in providing assistance will be given to those households with the lowest income and greatest need, i.e. those households in which the elderly, disabled, medically needy, or children reside. I authorize the agency to make benefit payments directly to my energy supplier. I am aware that after I have provided all the information requested to determine my eligibility, if I am applying for crisis assistance, the agency has 18 hours to act upon my application with an eligible action. I am also aware that if I am not approved or denied within the time allowed, or not approved for the correct amount, I have a right to appeal the decision. (If you sign with an "X" two witnesses are required.) Client Signature: _____ Date: _____
☐ Unable to get delivery of fuel, is out of fuel, or is in danger of being out of fuel for heating. (<i>Life-Threatening</i>)	
☐ Other problems with lack of cooling or heating in the home, such as needing to pay a deposit, repair of equipment, or interim emergency measure to avoid further crisis. (<i>Life-Threatening</i>)	
☐ Notified that the energy source for cooling or heating is going to be disconnected. (<i>Standard</i>)	
☐ Received a notice indicating the energy source bill is delinquent or past due. (<i>Standard</i>)	
☐ Has an energy source bill for which the due date has lapsed. (<i>Standard</i>)	

ALL CLIENTS SHOULD SIGN THE WAIVER, AUTHORIZING THE RELEASE OF GENERAL AND/OR CONFIDENTIAL INFORMATION FOR LIHEAP/EHEAP FEDERAL REPORTING.

Emergency Home Energy Assistance for the Elderly Program - Eligibility Worksheet

Section Six: Income Eligibility Determination

Annualize all household income.	Staple calculator tape here showing income calculations or write calculations in this space.	Poverty Guidelines effective 07/01/2020. Select the annual income limit by household size: <table border="0"> <tr> <td><u>150% of Poverty</u></td> <td><u>50% of Poverty</u></td> </tr> <tr> <td>☐ 1.....\$19,140</td> <td>\$ 6,380</td> </tr> <tr> <td>☐ 2.....\$25,860</td> <td>\$ 8,620</td> </tr> <tr> <td>☐ 3.....\$32,580</td> <td>\$10,860</td> </tr> <tr> <td>☐ 4.....\$39,300</td> <td>\$13,100</td> </tr> <tr> <td>☐ 5.....\$46,020</td> <td>\$15,340</td> </tr> <tr> <td>☐ 6.....\$52,740</td> <td>\$17,580</td> </tr> <tr> <td>☐ 7.....\$59,460</td> <td>\$19,820</td> </tr> <tr> <td>☐ 8.....\$66,180</td> <td>\$22,060</td> </tr> </table> (Add \$6,720 for each additional member of family unit with more than 8 members.)	<u>150% of Poverty</u>	<u>50% of Poverty</u>	☐ 1.....\$19,140	\$ 6,380	☐ 2.....\$25,860	\$ 8,620	☐ 3.....\$32,580	\$10,860	☐ 4.....\$39,300	\$13,100	☐ 5.....\$46,020	\$15,340	☐ 6.....\$52,740	\$17,580	☐ 7.....\$59,460	\$19,820	☐ 8.....\$66,180	\$22,060
<u>150% of Poverty</u>		<u>50% of Poverty</u>																		
☐ 1.....\$19,140		\$ 6,380																		
☐ 2.....\$25,860		\$ 8,620																		
☐ 3.....\$32,580		\$10,860																		
☐ 4.....\$39,300	\$13,100																			
☐ 5.....\$46,020	\$15,340																			
☐ 6.....\$52,740	\$17,580																			
☐ 7.....\$59,460	\$19,820																			
☐ 8.....\$66,180	\$22,060																			
1. Add all gross monthly earned and unearned income from the past 30 days of all household members.																				
2. Add Medicare Premium (\$148.50), if not included in SSA amount.																				
3. Add Medicare Part D, if applicable.																				
4. To annualize, multiply the monthly total by 12 months.																				
Annual Household Income																				
\$ _____																				
☐ Categorically Eligible If the total annual household income is less than 50% of the current Federal Poverty Guidelines for household size (using chart above), and no one in the household is receiving SNAP assistance, the applicant must provide a signed statement of how basic living expenses (i.e., food, shelter and transportation) are provided for the household.																				

Section Seven: Vendor, Benefit, and Verification Information

Energy Vendor #1 Name: _____		Other Vendor #1 Name: _____		Contact made with LIHEAP provider to verify previous crisis assistance. Contact Person: _____ Date of contact: _____ Has the applicant received LIHEAP crisis assistance during the current season? ☐ Yes ☐ No
Account Number: _____		Account/Voucher Number: _____ Date: _____		
Minimum Amount Due: _____		Amount Due: _____		
Verification and Commitment Contact Person: _____ Date: _____		☐ Blanket ☐ Repair Existing Heating or Cooling Equipment ☐ Portable Fan ☐ Emergency Shelter ☐ Space Heater ☐ Other ☐ Window A/C		If the minimum amount due is more than the past due amount, did the energy vendor verify that this amount is required? ☐ Yes ☐ No ☐ N/A
Energy Vendor #2 Name: _____		Other Vendor #2 Name: _____		
Account Number: _____		Account/Voucher Number: _____ Date: _____		
Minimum Amount Due: _____		Amount Due: _____		If the minimum amount due to resolve the crisis is more than the maximum allowed, explain how the balance of the amount due will be paid if approved for EHEAP crisis assistance. _____ _____ _____
Verification and Commitment Contact Person: _____ Date: _____		☐ Blanket ☐ Repair Existing Heating or Cooling Equipment ☐ Portable Fan ☐ Emergency Shelter ☐ Space Heater ☐ Other ☐ Window A/C		
(1) Total Energy Vendors	\$ _____	(4) Total Other Vendors	\$ _____	Is the name on the fuel bill that of the applicants? ☐ Yes ☐ No If no, provide name on bill: _____
(2) Energy Subsidy	\$ _____	Total EHEAP Benefit Add Total Energy Vendor (4) & Total Other Vendor (4)	\$ _____	
(3) Water, Sewer, Garbage, Fire, etc.	\$ _____			
(4) Deduct (2&3) from (1)	\$ _____			

Section Eight: Weatherization Assistance Program (WAP) Referral

If the applicant is a homeowner, has he/she received more than three LIHEAP or EHEAP benefits in the last 18 months? ☐ Yes ☐ No ☐ N/A
If the answer to the previous question is "yes", was the applicant referred to WAP? ☐ Yes ☐ No ☐ N/A
If the answer to the last question is "no", explain: _____

Section Nine: Resolution of Crisis

Resolution of the Heating/Cooling Energy Crisis occurred within 18/48 hours, by the following eligible action(s): (Select all that apply)	
☐ Approval of application	☐ EHEAP benefit prevented disconnection
☐ Commitment made to vendor	☐ EHEAP benefit restored energy already disconnected
☐ Denial of Application, pending additional information	☐ Yes, client signed waiver
☐ Denial of Application, ineligible	☐ No, client refused to sign waiver
☐ Written referral and assistance to access other community resources	
Case Worker Signature	Approval Signature
I have determined the eligibility of the applicant. I am not the applicant, nor am I a friend, relative, or employee of the applicant.	The application and eligibility determination must be reviewed for errors and appropriate file documentation prior to making payment. I have reviewed and approved this application for crisis assistance.
Case Worker's Name:	Supervisor/Peer's Name:
Case Worker's Signature:	Supervisor/Peer's Signature:
Date:	Date:
Agency Name:	Agency Name:

DOEA Form 114 – 4/1/2021

ATTACHMENT XVII

EHEAP APPLICATION AND ELIGIBILITY INSTRUCTIONS

EHEAP Application Instructions

Section One: Applicant (Age 60 and older) Information

Complete Section One in its entirety.

Special notes:

- ✓ The Date Stamp is the official application date;
- ✓ The Intake Worker (with name and phone number recorded) is the person who accepts the application and required documentation;
- ✓ The applicant's income type(s) and monthly income amount is recorded in this section, and
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Two: Additional Household Members Information

Complete Section Two by listing additional household members and providing the information requested.

Special notes:

- ✓ At a minimum, the name(s), age(s), and Social Security number(s) of each additional household member is required;
- ✓ You will be attaching a calculator tape of the household's income calculations in the section provided on the EHEAP Eligibility Worksheet; and
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Three: Household Characteristics

Complete Section Three by answering each "Yes" or "No" question and providing additional information if applicable.

Special note:

- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Four: Heating and Cooling Information

Complete Section Four by answering each question.

Special note:

- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Five: Energy Crisis Explanation

Section Five is completed by choosing the best possible explanation for the applicant's crisis and obtaining their signature and date of signature.

Special note:

- ✓ *If energy crisis is life-threatening, provide crisis resolution within 18 hours.*
- ✓ *If energy crisis is non-life-threatening, provide crisis resolution within 48 hours.*
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Client Attestation and Signature

The applicant should read the attestation statement. If the applicant is unable to read the attestation statement, the intake worker should read it to them before they sign and date the application.

At this point, the intake worker should have the applicant sign the waiver authorizing the release of general and/or confidential information for LIHEAP/EHEAP federal reporting. CIRTIS will require you to verify that either the waiver has been signed or that the client has refused to sign.

EHEAP Eligibility Worksheet Instructions**Section Six: Income Eligibility Determination**

Complete Section Six by stapling the calculator tape in the space provided, entering the annual income, and checking the appropriate number of individuals in the household to determine the household annual income limit.

Special notes:

- ✓ If the applicant is over-income and received TANF, SSI, or SNAP, check the categorical eligibility box and include the appropriate documentation in client file.
- ✓ Adjacent to the annual income limit by household size is the fifty percent (50%) of poverty amount by household size. If the annual household income is below the amount for the household size, AND the household does not receive SNAP, the applicant must provide a written statement of how basic living expenses are provided for the household.
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Seven: Vendor, Benefit, and Verification Information

Complete Section Seven by completing in its entirety.

Special notes:

- ✓ The minimum amount due is the amount provided to you during the verification process with the home energy vendor.
- ✓ For those applicants receiving an energy subsidy, the minimum amount due will be reduced by the energy subsidy amount listed on the applicant's public housing lease to determine the total EHEAP benefit. The energy subsidy is deducted from home energy vendor payments only.
- ✓ Water, sewer, garbage, and fire, etc. MAY NOT be paid with EHEAP funds. Utility bills that include charges that are not directly related to cooling and heating will be reduced by the amounts for these charges.
- ✓ Charges incurred due to illegal activities, such as a worthless check or meter tampering, MAY NOT be paid with EHEAP funds.
- ✓ It is allowable to make several crisis benefit payments for a household to resolve a single crisis. This may include the purchase of blankets, portable fans, space heaters, and/or repair of existing heating/cooling equipment, in addition to energy bill assistance.
- ✓ Crisis situations that involve a heater or air conditioner that is powered by both gas and electricity are eligible for a crisis benefit payment to both home energy vendors.
- ✓ Allowable utility categories for heating/cooling bill assistance include the following:
 - Utility payments for heating/cooling bill assistance for electric, gas, propane, wood, coal, or refillable fuels;
 - Temporary emergency shelter (if needed due to energy-related crisis);
 - Payment to landlords (when utility costs are included in rent);
 - Repairs or replacements to heating/cooling units (as long as the amount is within the benefit limits and work is done by a licensed contractor);
 - Deposits to connect or restore energy;
 - Late fees, disconnect fees, and reconnect fees;
 - Charges from a previous account held by the applicant that is now closed;
 - Blankets and fans;
 - Taxes and fees associated with the client's utility bill towards the energy portion. In some cases, where the utility vendor combines all the other fees and taxes, which also includes non-home energy services, such taxes and fees can be paid with EHEAP funding. Example: In a case where

heating and cooling taxes are commingled with other service taxes, proceed with paying the taxes portion of the bill.

- Other allowable payments are those related to the start-up of services, including reasonable connection or reconnection fees, delivery fees, deposits, and other fees related to the start-up of service.

✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Eight: Weatherization Assistance Program (WAP) Referral

Complete Section Eight in its entirety.

Special notes:

- ✓ When determining the number of LIHEAP or EHEAP crisis benefits the applicant has had, you will include the current application in the count, provided the application is approved. Refer back to Section Seven, to the information obtained from the LIHEAP provider.

✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Nine: Resolution of Crisis

Complete Section Nine by selecting all that applies to this applicant and application for services.

Special notes:

- ✓ The left-hand selections indicate that the application has been acted upon within the 18-hour or 48-hour requirement.
- ✓ If the selection is made to deny the application pending additional information from the client, the 18-hour or 48-hour requirement has been met and does not repeat itself when the client returns with the pending information. You have already met the requirement.

✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Case Worker Signature

To complete this section, the individual who completes the EHEAP Eligibility Worksheet, determines income eligibility, and provides the commitment to the utility vendor must sign and complete the requested information.

Special note:

- ✓ If you are the applicant, or a friend, relative, or employee of the applicant, you cannot determine the eligibility or award EHEAP benefits. This application must be processed by someone who is not the applicant or a friend, relative, or employee of the applicant.

Approval Signature

To complete this section, the signer is attesting that he/she has reviewed the application for completeness, determined that all required documentation is included, and verified that the annual household income calculation and EHEAP benefit awarded are correct.

EHEAP CLIENT FILE CONTENT CHECKLIST

PROGRAM REQUIREMENTS MONITORED				Yes	No	N/A	COMMENTS
1.	Individual client file for the elder includes consumer's name, address, sex, and age.						
2.	Household contains a member 60 or older.						
3.	The household is in the Florida county covered by the contract.						
4.	All household members are listed and their name, age, DOB, and income(s) are included.						
5.	Client file contains documentation of Social Security numbers for all household members, or citation to the applicable exemption.						
6.	Client file contains signed notice regarding collection of social security number(s).						
7.	The client file contains official income documents for all household members and TANF, SSI, or SNAP documentation, if categorically eligible.						
8.	If income is self-declared, is there a self-declaration form signed by each individual household member (18 years of age or older) lacking income verification or claiming zero income?						
9.	The household's total gross income is calculated correctly and is at or below 150% of the OMB Federal Poverty Level for the household size, or the household is determined categorically eligible.						
10.	Statement of how basic living expenses (i.e., food, shelter and transportation) are being provided if total household income is less than 50% of the current Federal Poverty Guidelines and no one in the household is receiving SNAP assistance.						
11.	Checked that elder does not live in student dormitory, adult family care home, or any kind of group living facility.						
12.	Verified and documented household has not received LIHEAP Crisis Assistance during the same heating or cooling season.						
13.	Documentation of Weatherization Assistance Program (WAP) referral, if applicable.						
14.	Copies of fuel bills, or other supporting documentation as proof of energy crisis, for the residence in which they reside.						
15.	Signed copy of Authorization for Release of General and/or Confidential Information.						
16.	Only eligible components of the utility bill are paid to resolve the crisis.						
17.	Only the minimum necessary to resolve the crisis is paid. If a different amount is required by the utility company, provide additional information on the Eligibility Worksheet.						
18.	Crisis energy benefit was reduced by unallowable charges, such as: water, sewer, garbage, and fire, etc., if applicable.						
19.	Crisis energy benefit was reduced by energy subsidy, if applicable.						
20.	Energy crisis resolved within 18 or 48 hours by an eligible action.						
21.	Written notice of approval or denial for services that includes appeal procedures is issued within 15 working days of eligibility determination.						
22.	Appropriate benefit provided.						
23.	All required sections of the application are signed and dated by the elder, staff, and supervisory/peer PRIOR to payment.						
24.	Proof of payment to vendor.						
25.	Place completed DOEA Form 211 in client file.						

INSTRUCTIONS: A check mark in the Yes column indicates the requirement has been met. A check mark in the No column indicates the requirement has not been met or is questionable. Each "No" mark must be explained under "COMMENTS".

Supervisor/Peer Signature

Consumer File Monitoring Date

EHEAP COST REIMBURSEMENT SUMMARY

Contract # _____
Report Period: _____

Ck #, D.D., EFT = Check #, Direct Deposit or Electronic Funds Transfer

TOTAL	\$0.00
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of applications pg.1: 0

Page 609 of 801

ATTACHMENT XX

RECIPENT INFORMATION

FEDERAL YEAR: CONTRACT PERIOD: _____

I. PLANNING & SERVICE AREA:

II. CONTRACT NUMBER:

CONTRACT AMOUNT:

III. COUNTIES TO BE SERVED:

IV. GENERAL ADMINISTRATIVE INFORMATION

a. Recipient:

Recipient Address:

Telephone:

Fax:

Website:

b. Executive Director or Chief Administrator:

Telephone:

Email Address:

c. President/Chairman of the Board:

Name:

Address:

Telephone:

Fax:

Email Address:

d. Program Contacts:

Name:

Title:

Telephone:

Email Address:

Name:

Title:

Telephone:

Email Address:

e. Fiscal Contacts:

Name:

Title:

Telephone:

Email Address:

Name:

Title:

Telephone:

Email Address:

f. Person(s) authorized to sign reports and/or contracts:

g. Agency's FEID Number:

Agency's DUNS #

h. AUDIT DUE DATE: Audit(s) are due by the end of the Ninth month following the end of the agency's fiscal year.

Recipient Fiscal Year:

thru

Audit Due to Council:

MASTER CONTRACT

THIS MASTER CONTRACT 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 “Contractor”, who are collectively referred to as the “Parties.” The term Contractor for this purpose may designate a vendor, subgrantee or subrecipient, the status to be further identified in ATTACHMENT I, Exhibit-1 as necessary.

1. Purpose of Contract

The purpose of this Master Contract is to set the general terms and conditions applicable to the contracts or agreements between the Contractor and the Council for the provision of the services specified in each one of those contracts or agreements incorporating this Master Contract by reference with all its attachments and exhibits, which shall constitute in each case the entire contract document.

1.1 State of Florida, Department of Elder Affairs’ Mission Statement

To foster an environment that promotes well-being for Florida’s elders and enables them to remain in their homes and communities. The State of Florida, Department of Elder Affairs’ vision is of all Floridians aging with dignity, purpose, and independence. Area agencies, lead agencies and local service providers, as partners and stakeholders in Florida’s aging services network, are expected to support the State of Florida, Department of Elder Affairs’ mission, vision, and program priorities.

1.2 Areawide Council on Aging of Broward County, Inc.’s Mission Statement

To plan, coordinate, monitor, evaluate and fund various groups, agencies, organizations and projects relating to the elderly in Broward County, Florida; to plan, plan for, promote, provide for and provide services and activities for elderly people in Broward County, Florida; to encourage participation and involvement of volunteers, professionals, and all other persons interested in the welfare and well-being of the elderly in Broward County, Florida.

2. Incorporation of Documents within the Contract

All contracts or agreements including attachments, proposal(s), solicitation(s), service provider application(s), grant agreements, relevant to the State of Florida, Department of Elder Affairs’ handbooks, manuals or desk books executed between the Contractor and the Council shall incorporate this Master Contract by reference and be subject to the conditions set forth in this Master Contract for the duration of the contract period(s). Any and all contracts or agreements executed between the Contractor and the Council during the effective period of this Master Contract will incorporate this Master Contract by reference and shall be governed in accordance with the applicable laws, statutes, and other conditions set forth in this Master Contract.

3. Term of Contract

This Master Contract shall begin on January 1, 2020, or on the date on which the Contract has been signed by the last party required to sign it, whichever is later. It will end at midnight, Eastern Standard Time on December 31, 2022.

4. Compliance with Federal Law

- 4.1** If any contract or agreement incorporating this Master Contract by reference contains federal funds this section shall apply:
- 4.1.1** The Contractor shall comply with the provisions of 45 Code of Federal Regulations (CFR) Part 75 and/or 45 CFR Part 92, 2 CFR Part 200 and other applicable regulations.
- 4.1.2** If the contract or agreement incorporating this Master Contract by reference contains federal funds and is over \$100,000.00, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 United States Code U.S.C. 7401 et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 2 CFR Part 1500. The Contractor shall report any violations of the above to the Council.
- 4.1.3** The Contractor, or agent acting for the Contractor, may not use any federal funds received in connection with any contract or agreement incorporating this Master Contract by reference to influence legislation or appropriations pending before the Congress or any State Legislature. The Contractor must, prior to contract execution, complete the Certification Regarding Lobbying included in ATTACHMENT II, Certifications and Assurances.
- 4.1.4** In accordance with Appendix II to 2 CFR Part 200, the Contractor shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR Part 60 and 45 CFR Part 92, if applicable.
- 4.1.5** A contract or agreement award with an amount expected to equal or exceed \$25,000.00 and certain other contract or agreement awards will not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the Office of Management and Budget (OMB) guidelines at 2 CFR Part 180 that implement Executive Orders 12549 and 12689, “Debarment and Suspension.” The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to any contract or agreement incorporating this Master Contract by reference. The Contractor shall complete and sign the Debarment and Suspension Certification included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.
- 4.2** The Contractor shall not employ an unauthorized alien. The Council will consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation will be cause for unilateral cancellation of this Master Contract and any contract or agreement incorporating this Master Contract by reference by the Council.
- 4.3** If the Contractor is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the Pension Protection Act of 2006 or for any other reason, the Contractor must notify the Council in writing within thirty (30) days of receiving the IRS notice of revocation.

- 4.4 The Contractor shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.
- 4.5 Unless exempt under 2 CFR Part 170.110(b), the Contractor shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR Part 170.
- 4.6 To comply with Presidential Executive Order 12989 and State of Florida Executive Order Number 11-116, Contractor agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract or agreement term. The Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-verify system to verify employment eligibility of all new employees hired by the subcontractor during any contract or agreement term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. The Contractor shall complete and sign the Verification of Employment Certification included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

5. Compliance with State Law

- 5.1 This Master Contract and any contract or agreement incorporating this Master Contract by reference is executed and entered into with the Council, with the pass through funding from the State of Florida, Department of Elder Affairs, and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws.
- 5.2 The Contractor shall comply with requirements of Section 287.058, F.S. as amended.
 - 5.2.1 The Contractor shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this Master Contract and any contract or agreement incorporating this Master Contract by reference, which the Council's Contract Manager must receive and accept in writing prior to payment. Expenditures pursuant to any contract or agreement incorporating this Master Contract by reference, must be in compliance with Section 215.97, F.S. and Section 215.971, F.S. and laws, rules, and regulations, including, but not limited to, the Reference Guide for State Expenditures.
 - 5.2.2 The Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
 - 5.2.3 If itemized payment for travel expenses is permitted in any contract or agreement incorporating this Master Contract by reference, the Contractor shall submit bills for any travel expenses in accordance with Section 112.061, F.S., or at such lower rates as may be provided in this Master Contract and any contract or agreement incorporating this Master Contract by reference. The current state rate for reimbursement of travel in a privately owned vehicle is \$0.445 per mile.
 - 5.2.4 The Contractor shall allow public access to all documents, papers, letters, or other public records as defined in Subsection 119.011(12), F.S., made or received by the Contractor in conjunction with any contract or agreement incorporating this Master Contract by reference, except for those records which are made confidential or exempt by law. The Contractor's refusal to comply with this provision will constitute an immediate breach of contract or agreement for which the Council may unilaterally terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference.

- 5.3** If clients are to be transported under any contract or agreement incorporating this Master Contract by reference, the Contractor shall comply with the provisions of Chapter 427, F.S., and Rule Chapter 41-2, F. A. C.
- 5.4** Subcontractors who are on the Discriminatory Vendor List may not transact business with any public entity, in accordance with the provisions of Section 287.134, F.S.
- 5.5** The Contractor shall comply with the provisions of Section 11.062, F.S., and Section 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.
- 5.6** The Council may, at its option, terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference, if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List, or if the Contractor has been engaged in business operations in Cuba or Syria or is engaged in a boycott of Israel. The Contractor shall complete and sign the Scrutinized Companies Lists Certification, included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.
- 6. Cooperation with the Inspector General**
Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S. The Contractor further agrees that it shall include, in related subcontracts, a requirement that subcontractors performing work or providing services pursuant to any contract or agreement that incorporates this Master Contract by reference, agree to cooperate with the Inspector general in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S.
- 7. Background Screening**
The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the State of Florida, Department of Elder Affairs' level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the State of Florida, Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S.
- 7.1** To demonstrate compliance with this provision, Contractor shall submit annually, no later than January 5th, the completed ATTACHMENT VII, Background Screening Affidavit of Compliance.
- 7.2** Further information concerning the procedures for background screening is found at <http://elderaffairs.state.fl.us/doea/backgroundscreening.php>.

Any report that implies criminal intent on the part of the Contractor or any subcontractors and referred to a governmental or investigatory agency, must be sent to the Council. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Contractor shall notify the Council immediately. A copy of all documents, reports, notes, or other written material

concerning the investigation, whether in the possession of the Contractor or subcontractors, must be sent to the Council with a summary of the investigation and allegations.

8. Grievance and Complaint Procedures

8.1 Grievance Procedures

The Contractor shall comply with and ensure compliance with the Minimum Guideline for Recipient Grievance Procedures, Appendix D, Department of Elder Affairs Programs and Services Handbook, to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds.

8.2 Complaint Procedures

The Contractor shall develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, or any other advice related to complaints other than termination, suspension or reduction in services that require the grievance process as described in Appendix D, Department of Elder Affairs Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of the complaint and the determination of the complaint.

9. Public Records and Retention

By execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference, Contractor agrees to all provisions of Chapter 119, F.S., and any other applicable law, and shall:

- 9.1** Keep and maintain public records required by the Council to perform the contracted services.
- 9.2** Upon request from the Council's custodian of public records, provide the Council a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- 9.3** Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Council.
- 9.4** Upon completion of the contract or agreement incorporating this Master Contract by reference, the Contractor will either transfer, at no cost to the Council, all public records in possession of the Contractor, or will keep and maintain public records required by the Council. If the Contractor transfers all public records to the Council upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Council in a format that is compatible with the information technology systems of the Council.
- 9.5** The Council may unilaterally cancel any contract or agreement incorporating this Master Contract by reference, notwithstanding any other provisions of this Master Contract, for refusal by the Contractor to comply with Section 8 of this Master Contract by not allowing public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction

with this Master Contract or any contract or agreement incorporating this Master Contract by reference, unless the records are exempt, or confidential and exempt, from Section 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MASTER CONTRACT OR ANY CONTRACT THAT INCORPORATES THIS MASTER CONTRACT BY REFERENCE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road, Sunrise, FL 33351**

(954) 745-9567

10. Audits, Inspections, Investigations

- 10.1** The Contractor shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by the Council under this Master Contract and any contract or agreement incorporating this Master Contract by reference. Contractor shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under any contract or agreement which incorporates this Master Contract by reference. Whenever appropriate, financial information should be related to performance and unit cost data.
- 10.2** The Contractor shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to any contract or agreement which incorporates this Master Contract by reference for a period of six (6) years after completion of the contract or agreement incorporating this Master Contract by reference or longer when required by law. In the event an audit is required for any contract or agreement incorporating this Master Contract by reference, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any contract or agreement incorporating this Master Contract by reference, at no additional cost to the Council.
- 10.3** Upon demand, at no additional cost to the Council, the Contractor shall facilitate the duplication and transfer of any records or documents during the required retention period.
- 10.4** The Contractor shall assure that the records described in this section will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Council.
- 10.5** At all reasonable times for as long as records are maintained, persons duly authorized by the Council and federal auditors, pursuant to 45 CFR Part 75, will be allowed full access to and the right to examine any of the Contractor's contracts or agreements, related records and documents pertinent to any contract or agreement, regardless of the form in which it is kept.
- 10.6** The Contractor shall provide a financial and compliance audit to the Council as specified in ATTACHMENT I of this Master Contract and ensure that all related third-party transactions are disclosed to the auditor.

11. Nondiscrimination-Civil Rights Compliance

- 11.1** The Contractor shall execute assurances in ATTACHMENT III, Assurances-Non-Construction Programs, that it will not discriminate against any person in the provision of services or benefits under any contract or agreement incorporating this Master Contract by reference or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all contractors, subcontractors, sub grantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex. The Contractor shall complete and sign ATTACHMENT III, Assurances-Non-Construction Programs, prior to the execution of this Master Contract.
- 11.2** During the term of this Master Contract and any contract or agreement incorporating this Master Contract by reference, the Contractor shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist, ATTACHMENT IV.
- 11.3** The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through any contract or agreement incorporating this Master Contract by reference. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 11.4** If any contract or agreement incorporating this Master Contract by reference, contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Council may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.
- 12. Monitoring by the Council**
The Contractor shall allow persons duly authorized by the Council to inspect and copy any records, papers, documents, facilities, goods and services of the Contractor which are relevant to this Master Contract and any contract or agreement which incorporates this Master Contract by reference, and to interview any clients, employees and subcontractor employees of the Contractor to assure the Council of the satisfactory performance of the terms and conditions of any contract or agreement which incorporates this Master Contract by reference. Following such review, the Council will provide a written report of its findings to the Contractor, and where appropriate, the Contractor shall develop a corrective action plan. The Contractor hereby agrees to correct all deficiencies identified in the corrective action plan in a timely manner as determined by the Council.
- 13. Provision of Services**
The Contractor shall provide services in the manner to be described in subsequent contracts or agreements incorporating this Master Contract by reference.

14. Coordinated Monitoring with Other Agencies

If the Contractor receives funding from one or more State of Florida's human service agencies, in addition to the State of Florida, Department of Elder Affairs through the Council, then a joint monitoring visit including such other agencies may be scheduled. For the purposes of any contract or agreement incorporating this Master Contract by reference, and pursuant to Section 287.0575, F.S. as amended, State of Florida's human service agencies shall include the Department of Children and Families, the Department of Health, the Agency for Persons with Disabilities, the Department of Veterans Affairs, and the Department of Elder Affairs. Upon notification and the subsequent scheduling of such a visit by the designated agency's lead administrative coordinator, the Contractor will comply and cooperate with all monitors, inspectors, or investigators.

15. New Contract(s) Reporting

The Contractor shall notify the Council within ten (10) days of entering into a new contract or agreement with any of the five (5) state human service agencies. The notification shall include the following information: (1) contracting state agency; (2) contract name and number; (3) contract or agreement start and end dates; (4) contract or agreement amount; (5) contract or agreement description and commodity or service; and (6) Contract Manager name and number. In complying with this provision, and pursuant to Section 287.0575, F.S. as amended, the Contractor shall complete and provide the information in ATTACHMENT VI, Provider's State Contracts List.

16. Indemnification

The Contractor shall indemnify, save, defend, and hold harmless the Council and its agents and employees and the State of Florida and its agents and employees and the State of Florida, Department of Elder Affairs and its agents and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference or performance of the services provided for herein. It is understood and agreed that the Contractor is not required to indemnify the Council for claims, demands, actions or causes of action arising solely out of the Council's negligence. Except to the extent permitted by Section 768.28, F.S., or other Florida law, this Section 14 is not applicable to contracts or agreements executed between the Contractor, the Council and state agencies or subdivisions defined in Section 768.28(2), F.S.

17. Insurance and Bonding

- 17.1** The Contractor shall provide continuous adequate liability insurance coverage during the existence of any contract or agreement incorporating this Master Contract by reference and any renewal(s) and extension(s) of it. By execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference, unless it is a state agency or subdivision as defined by Subsection 768.28(2), F.S., the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under any contract or agreement incorporating this Master Contract by reference. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under any contract or agreement incorporating this Master Contract by reference. The Contractor shall ensure that the Council has the most current written verification of insurance coverage throughout the term of any contract or agreement incorporating this Master Contract by reference. Such coverage may be provided by a self-insurance program established and operating under the laws of the State

of Florida. The Council reserves the right to require additional insurance as specified in any contract or agreement incorporating this Master Contract by reference.

- 17.2** Throughout the term of any contract or agreement incorporating this Master Contract by reference, the Contractor shall maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the Contractor authorized to handle funds received or disbursed under all contracts or agreements incorporating this Master Contract by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

18. Health Insurance Portability and Accountability Act

The Contractor shall not use or disclose any information concerning a recipient of services under any contract or agreement incorporating this Master Contract by reference, for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law. Where applicable, the Contractor shall comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d.), as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

The Council, as a covered entity, and the Contractor, as a business associate, shall comply with the provisions of 45 CFR Part 164 by entering into a Business Associate Agreement, ATTACHMENT IX, to ensure that the business associate will appropriately safeguard Protected Health Information (PHI).

19. Incident Reporting

- 19.1** The Contractor shall notify the Council immediately, but no later than forty-eight (48) hours from, the Contractor's awareness or discovery of conditions that may materially affect the Contractor or subcontractor's ability to perform the services required to be performed under any contract or agreement which incorporates this Master Contract by reference. Such notice shall be made orally to the Council's Contract Manager (by telephone) with an email to immediately follow.
- 19.2** The Contractor shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Contractor and its employees.

20. Bankruptcy Notification

During the term of any contract or agreement incorporating this Master Contract by reference, the Contractor shall immediately notify the Council if the Contractor, its assignees, Subcontractors or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Contractor must also provide the following information to the Council: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Northern District of Florida, Tallahassee Division); and, (4) the name address, and telephone number of the bankruptcy attorney.

21. Sponsorship and Publicity

- 21.1** As required by Section 286.25, F.S., if the Contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through

any contract or agreement incorporating this Master Contract by reference, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by (Contractor’s name), Areawide Council on Aging of Broward County, Inc., and the State of Florida, Department of Elder Affairs.” If the sponsorship reference is in written material, the words “Areawide Council on Aging of Broward County, Inc. and State of Florida, Department of Elder Affairs” shall appear in at least the same size letters or type as the name of the organization.

- 21.2** The Contractor shall not use the words “Areawide Council on Aging of Broward County, Inc. and the State of Florida, Department of Elder Affairs” to indicate sponsorship of a program otherwise financed, unless specific authorization has been obtained by the Council prior to use.

22. Assignments

- 22.1** The Contractor shall not assign the rights and responsibilities under any contract or agreement incorporating this Master Contract by reference without the prior written approval of the Council, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Council will constitute a material breach of the contract or agreement.
- 22.2** The Council is at all times entitled to assign or transfer, in whole or part, its rights, duties, or obligations under any contract or agreement to another contractor in Broward County, upon giving prior written notice to the Contractor. In the event the Council approves transfer of the Council’s obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with the contract or agreement. Notwithstanding the foregoing, should the Council assign the duties, rights, or obligations hereunder to a provider, individual, or entity who has been excluded, debarred, suspended, or otherwise deemed ineligible to participate in a Federal Health Care Program, including but not limited to Medicare or Medicaid, Contractor shall be entitled to immediately terminate this Agreement with no further obligations and with no liability, cost, penalty, or imposition of any damages.
- 22.3** This Master Contract and any contract or agreement incorporating this Master Contract by reference shall remain binding upon the successors in interest of either the Contractor or the Council.

23. Subcontracts

The Contractor is responsible for all work performed and for all commodities produced pursuant to any contract or agreement incorporating this Master Contract by reference, whether actually furnished by the Contractor or its subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the Council deems necessary. The Contractor further agrees that the Council will not be liable to the subcontractor in any way or for any reason. The Contractor, at its expense, shall defend the Council against any such claims as permitted by law.

- 23.1** The Contractor shall promptly pay any subcontractor upon receipt of payment from the Council. Failure to make payments to any subcontractor in accordance with Section 287.0585, F.S., unless otherwise stated in any contract or agreement incorporating this Master Contract by reference between the Contractor and subcontractor, will result in a penalty as provided by statute.

24. Funding Obligations

- 24.1** The Council acknowledges its obligation to pay the Contractor for the performance of the Contractor's duties and responsibilities set forth in any contract or agreement incorporating this Master Contract by reference.
- 24.2** The Council shall not be liable to the Contractor for costs incurred or performance rendered unless such costs and performances are in accordance with the terms and conditions of any contract or agreement executed between the Parties, which incorporates this Master Contract by reference, including but not limited to terms, governing the Contractor's promised performance and unit rates and/or reimbursement capitations specified.
- 24.3** The Council shall not be liable to the Contractor for any expenditures which are not allowable costs as defined in 45 CFR, Parts 74 and 92, as amended, or which expenditures have not been made in accordance with all applicable state and federal rules.
- 24.4** The Council shall not be liable to the Contractor for expenditures made in violation of regulations promulgated under the Older Americans Act, as amended, or in violation of applicable state and federal laws, rules, or provisions of any contract or agreement incorporating this Master Contract by reference.

25. Independent Capacity of Contractor

It is the intent and understanding of the Parties that the Contractor, or any of its subcontractors, are independent contractors and are not employees of the Council or the State of Florida, Department of Elder Affairs and shall not hold themselves out as employees or agents of the Council or the State of Florida, Department of Elder Affairs without specific authorization from the Council. It is the further intent and understanding of the Parties that the Council does not control the employment practices of the Contractor and will not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Contractor. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Contractor will be the sole responsibility of the Contractor.

26. Payment

- 26.1** Payments shall be made to the Contractor pursuant to Section 215.422, F.S., as services are rendered and invoiced by the Contractor. The Council's Finance Director will have final approval of the invoice for payment, and will approve the invoice for payment only if the Contractor has met all terms and conditions of any contract or agreement incorporating this Master Contract by reference, unless the bid specifications, purchase order, or the contract or agreement specify otherwise. The approved invoice will be submitted to the Council's finance section for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of Section 215.422, F.S.
- 26.2** The Contractor agrees to submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre audit and post audit thereof. The Contractor shall comply with the particular requirements under the following laws and guidelines that are applicable to the contracts or agreements incorporating this Master Contract by reference: (a) paragraph (16) (b) of Section 216.181, F.S., regarding advances; (b) paragraph 69I-40.103 F.A.C. pertaining to Restriction of Expenditures from state funds; and, (c) the Invoice Requirements of the Reference Guide for State

Expenditures from the Department of Financial Services at: (https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf). The Contractor certifies that detailed documentation is available to support each item on the itemized invoice or payment request for cost reimbursed expenses, fixed rate or deliverables contracts or agreements incorporating this Master Contract by reference, including paid subcontractor invoices, and will be produced upon request by the Council. The Contractor further certifies that reimbursement requested is only for allowable expenses as defined in the laws and guiding circulars cited in Sections four (4) and five (5) of this Master Contract, in the Reference Guide for State Expenditures, and any other laws or regulations, as applicable, and that administrative expenses do not exceed amounts budgeted in the Contractor's approved service provider application as developed in accordance with and pursuant to Section 306(a) of the Older Americans Act of 1965, as amended.

26.3 The Contractor shall provide units of deliverables, including reports, findings, and drafts as specified in the contracts or agreements and attachments which incorporate this Master Contract by reference, and the service provider application developed by the Contractor (pursuant to Section 306(a) of the Older Americans Act), to be received and accepted by the Contract Manager prior to payment.

27. Return of Funds

The Contractor shall return to the Council any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of any contract or agreement incorporating this Master Contract by reference that were disbursed to the Contractor by the Council. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from the Council. In the event that the Council first discovers an overpayment has been made, the Finance Director, on behalf of the Council, will notify the Contractor in writing of such findings. Should repayment not be made forthwith, the Contractor shall be charged at the lawful rate of interest on the outstanding balance pursuant to Section 55.03, F.S., after Council notification or Contractor discovery.

28. Data Integrity and Safeguarding Information

The Contractor shall insure an appropriate level of data security for the information the Contractor is collecting or using in the performance of any contract or agreement incorporating this Master Contract by reference. An appropriate level of security includes approving and tracking all Contractor employees that request system or information access and ensuring that user access has been removed from all terminated employees. The Contractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software must be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The Contractor shall maintain written procedures for computer system backup and recovery. The Contractor shall complete and sign the Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans and Cooperative Agreements included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

29. Computer Use and Social Media Policy

The State of Florida, Department of Elder Affairs has implemented a Social Media Policy, in addition to its Computer Use Policy, which applies to all employees, contracted employees, consultants, other-personal-services and volunteers, including all personnel affiliated with third

parties, such as, but not limited to, Area Agencies on Aging and vendors. Any entity that uses the State of Florida, Department of Elder Affairs' computer resource systems must comply with the State of Florida, Department of Elder Affairs' Social Media Policy, ATTACHMENT V, regarding social media. Social Media includes, but is not limited to blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube.

30. Conflict of Interest

The Contractor shall establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Contractor or subcontractor shall participate in selection, or in the award of a contract or agreement supported by State or Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner; or (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Contractor officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Contractor's Board of Directors and management must disclose to the Council any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of any contract or agreement incorporating this Master Contract by reference. The Contractor's employees must make the same disclosures described above to the Contractor's Board of Directors. Compliance with this provision will be monitored.

31. Public Entity Crime

Pursuant to Section 287.133, F.S., 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, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 or agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the Convicted Vendor List.

32. Purchasing

- 32.1** The Contractor may purchase articles which are the subject of or are required to carry out any contract or agreement from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in Subsections 946.515(2) and (4), F.S. For purposes of this Master Contract, the Contractor will be deemed to be substituted for the Council insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

- 32.2** The Contractor may procure any recycled products or materials, which are the subject of or are required to carry any contract or agreement incorporating this Master Contract by reference, in accordance with the provisions of Section 403.7065, F.S.
- 32.3** The Contractor may purchase articles that are the subject of, or required to carry out, any contract or agreement from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S. For purposes of any contract or agreement incorporating this Master Contract by reference, the Contractor shall be deemed to be substituted for the Council insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>. This clause is not applicable to subcontractors unless otherwise required by law.
- 33. Patents, Copyrights, Royalties**
If any contract or agreement incorporating this Master Contract by reference is awarded state funding and if any discovery, invention or copyrightable material is developed, produced or for which ownership was purchased in the course of or as a result of work or services performed under any contract or agreement incorporating this Master Contract by reference, the Contractor shall refer the discovery, invention or material to the Council to be referred to the State of Florida, Department of Elder Affairs and/or the Department of State. Any and all patent rights or copyrights accruing under any contract or agreement incorporating this Master Contract by reference are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to Section 287.0571 (5) (k), the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in any contract or agreement incorporating this Master Contract by reference.
- 33.1** If the primary purpose of any contract or agreement incorporating this Master Contract by reference is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to Paragraph 33.
- 33.2** If any contract or agreement incorporating this Master Contract by reference is awarded solely federal funding, the terms and conditions are governed by 2 CFR §200.315 or 45 CFR §75.322, as applicable.
- 33.3** Notwithstanding the foregoing provisions, if the Contractor or one of its subcontractors is a university and a member of the State University System of Florida, then Section 1004.23, F.S., shall apply, but the State of Florida, Department of Elder Affairs shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its Contractors, subcontractors or assignees of any resulting patented, copyrighted or trademarked work products.
- 34. Emergency Preparedness and Continuity of Operations**
- 34.1** If the tasks to be performed pursuant to any contract or agreement incorporating this Master Contract by reference include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the Contractor shall, within thirty (30) calendar days of the execution of any contract or agreement, submit to the Council verification of an Emergency Preparedness Plan. In the event of an emergency, the Contractor shall notify the Council of emergency provisions.

34.2 In the event a situation results in a cession of services by a subcontractor, the Contractor shall retain responsibility for performance under any contract or agreement incorporating this Master Contract by reference and must follow procedures to ensure continuity of operations without interruption.

35. Equipment

35.1 Equipment means: (a) an article of nonexpendable, tangible personal property, including information technology systems, having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the organization for the financial statement purposes, or \$5,000.00 [for federal funds - 2 CFR §200.33 and 45 CFR §75.2, as applicable], or (b); nonexpendable, tangible personal property of a non-consumable nature with an acquisition cost of \$1,000.00 or more per unit, and expected useful life of at least one year; and hardback bound books not circulated to students or the general public, with a value or cost of \$250.00 or more [for state funds].

35.2 Contractors and subcontractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 200 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; (b) a procedure for conducting a physical inventory of equipment at least once every two (2) years; (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of equipment, any loss damage, or theft must be investigated [45 CFR §75.320(d)(3)]; (d) maintenance procedures to keep the equipment in good condition; and (e) if the Contractor is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return. The property records must be maintained on file and shall be provided to the Council upon request. The Contractor shall promptly investigate, fully document and fully document and notify the Council's Contract Manager of any loss, damage, or theft of equipment. The Contractor shall provide the results of the investigation to the Council's Contract Manager.

35.3 The Contractor's property management standards for equipment (including replacement equipment), whether acquired in whole or in part with federal funds and federally-owned equipment shall, as a minimum, meet the following requirements and to include accurately maintained equipment records with the following information:

- (1) Property records must be maintained that include a description of the equipment;
- (2) Manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;
- (3) Source of funding for the equipment, including the federal award identification number;
- (4) Whether title vests in the Contractor or the federal government;
- (5) Acquisition date (or date received, if the equipment was furnished by the federal government) and cost;
- (6) Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);
- (7) Location, use and condition of the equipment and the date the information was reported;
- (8) Unit acquisition cost; and
- (9) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Contractor compensates the federal awarding agency for its share.

- 35.4** Equipment purchased with federal funds with an acquisition cost over \$5,000.00 and equipment purchased with state funds with an acquisition cost over \$1,000.00 is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the Contractor [for federal funds see 2 CFR §200.313(a) and 45 CFR §75.320(a), as applicable], subject to the conditions of 2 CFR Part 200 and/or 45 CFR Part 75. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this Master Contract or any contract or agreement incorporating this Master Contract by reference, or identified in the sub agreements with subcontractors (not included in a cost methodology), is subject to the conditions of Chapter 273, F. S. and 60A-1.017, F. A. C. and 2 CFR Part 200 and/or 45 CFR Part 75.
- 35.5** The Contractor shall not dispose of any equipment or materials provided by the Council or the State of Florida, Department of Elder Affairs, or purchased with funds provided through any contract or agreement incorporating this Master Contract by reference without first obtaining the approval of the Council. When disposing of property or equipment the Contractor must submit a written request for disposition instructions to the Council. The request should include a brief description of the property, purchase price, funding source, percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the Contractor's proposed disposition (i.e., transfer or donation to another agency that administers federal programs, offer the items for sale, destroy the items, etc.).
- 35.6** The Council will issue disposition instructions. If disposition instructions are not received within 120 days of the written request for disposition, the Contractor is authorized to proceed as directed in 2 CFR §200.313 or 45 CFR §75.320, as applicable.
- 35.7** Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through contracts or agreements covered under any contract or agreement incorporating this Master Contract by reference without the prior approval of the Council. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Section 3030b United States Code. Real property purchases from state funds can only be made through fixed capital outlay grants and aids appropriations and therefore are subject to the provisions of Section 216.348, F. S.
- 35.8** Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.
- 35.9** Contractor must adhere to the State of Florida, Department of Elder Affairs' procedures and standards when purchasing Information Technology Resources (ITR) as part of any contract or agreement incorporating this Master Contract by reference. An ITR worksheet is required for any computer related item costing \$1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. Contractor shall secure written approval through the Council's Contract Manager prior to the purchase of any ITR. Contractor shall not be reimbursed for any purchase made prior to the written approval. The completed ITR worksheet shall be maintained in the Contractor's LAN administrator's file and must be provided to the Council upon request. The Contractor has the responsibility to require any subcontractors to comply with the State of Florida, Department of Elder Affairs' ITR procedures.

36. PUR 1000 Form

The PUR 1000 Form is hereby incorporated by reference and available at: http://www.myflorida.com/apps/vbs/adoc/F7740_PUR1000.pdf.

In the event of any conflict between the PUR 1000 Form and any terms or conditions of any contract or agreement the terms or conditions of any contract or agreement shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

37. Use of State Funds to Purchase or Improve Real Property

Any state funds provided for the purchase of or improvements to real property are contingent upon the Contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

38. Dispute Resolution

Any dispute concerning performance of any contract or agreement incorporating this Master Contract by reference that cannot be resolved by agreement of both Parties shall be decided by the Council's Executive Director, who shall reduce the decision to writing and serve a copy on the Contractor, provided, however, that a party is not precluded from filing any action in a state court of competent jurisdiction if the decision of the Council's Executive Director is unsatisfactory to such party.

39. Financial Consequences of Non-Performance

If the Contractor fails to meet the minimum level of service or performance identified in any contract or agreement incorporating this Master Contract by reference, or that is customary for the industry, then the Council must apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to contract or agreement suspension, refusing payment, withholding payments until deficiency is cured, tendering only partial payments, and/or cancellation of any contract or agreement and reacquiring services from an alternate source.

39.1 The Contractor will not be charged with financial consequences, when a failure to perform arises out of causes that were the responsibility of the Council and/or the State of Florida, Department of Elder Affairs.

40. No Waiver of Sovereign Immunity

Nothing contained in any contract or agreement incorporating this Master Contract by reference is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

41. Venue

If any dispute arises out of any contract or agreement incorporating this Master Contract by reference, the venue of such legal recourse will be Broward County, Florida.

42. Entire Contract

This Master Contract and any contract or agreement incorporating this Master Contract by reference, contains all the terms and conditions agreed upon by the Parties. No oral agreements or representations shall be valid or binding upon the Council or the Contractor unless expressly

contained herein or by a written subsequent contract, agreement and/or amendment to this Master Contract signed by both Parties.

43. Force Majeure

The Parties will not be liable for any delays or failures in performance due to circumstances beyond their control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.

44. Severability Clause

The Parties agree that if a court of competent jurisdiction deems any term or condition herein void or unenforceable the other provisions are severable to that void provision and shall remain in full force and effect.

45. Condition Precedent to Contract Appropriations

The Parties agree that the Council's performance and obligation to pay under any contract or agreement incorporating this Master Contract by reference is contingent upon an annual appropriation by the State Legislature. In the event such an appropriation is not made, the Contractor will not be entitled to file a claims bill.

46. Addition/Deletion

The Parties agree that the Council reserves the right to add or to delete any of the services required under any contract or agreement incorporating this Master Contract by reference when deemed to be in Broward County's best interest and reduced to a written amendment signed by both Parties. The Parties shall negotiate compensation for any additional services added.

47. Waiver

The delay or failure by the Council to exercise or enforce any of its rights under any contract or agreement incorporating this Master Contract by reference will not constitute or be deemed a waiver of the Council's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

48. Compliance

The Contractor shall abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current State statutes, laws, rules and regulations. The Parties agree that failure of the Contractor to abide by these laws shall be deemed an event of default of the Contractor, and subject any contract or agreement incorporating this Master Contract by reference, to immediate, unilateral cancellation of the contract or agreement at the discretion of the Council.

49. Final Invoice

The Contractor shall submit the final invoice for payment to the Council as specified in any contract or agreement incorporating this Master Contract by reference. If the Contractor fails to submit final request for payment as specified in any contract or agreement, then all rights to payment may be forfeited and the Council may not honor any requests submitted. Any payment due under the terms of any contract or agreement incorporating this Master Contract by reference may be withheld until all required documentation and reports due from the Contractor and necessary adjustments thereto have been approved by the Council.

50. Renegotiations or Modifications

Modifications of the provisions of any contract, agreement, and this Master Contract shall be valid only when they have been reduced to writing and duly signed by both Parties. The rate of payment and the total dollar amount may be adjusted retroactively for any contract or agreement incorporating this Master Contract by reference to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Council's operating budget.

51. Suspension of Work

The Council may in its sole discretion suspend any or all activities under this Master Contract and any contract or agreement incorporating this Master Contract by reference, at any time, when in the best interests of the Council to do so. The Council shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor, the Council shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

52. Termination**52.1 Termination for Convenience**

Either party, by written notice to the other party, may terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference in whole or in part when the party determines in its sole discretion that it is in the party's interest to do so and reasonable notice, no less than thirty (30) calendar days is provided, unless a sooner time is mutually agreed upon in writing. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. Neither party shall be entitled to recover any cancellation charges or lost profits.

52.2 Termination for Cause

The Council may terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference if the Contractor fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of this Master Contract and any contract or agreement incorporating this Master Contract by reference, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated.

Further, this Agreement may be terminated by Contractor for cause. For purposes of this Agreement, "cause" shall mean any material breach of this Master Contract, and failure to cure such breach within thirty (30) days following written notice of such breach.

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform any contract or agreement incorporating this Master Contract by reference arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the

subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtained from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Council. The rights and remedies of the Parties in this clause are in addition to any other rights and remedies provided by law or under this Master Contract.

- 52.3** All electronically stored records shall be provided to the Council in a format that is compatible with the Council's and the State of Florida, Department of Elder Affairs' information technology systems.

53. Electronic Records and Signature

The Council authorizes, but does not require, the Contractor to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this Master Contract and any contract or agreement which incorporates this Master Contract by reference. A Contractor that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the *Uniform Electronic Transaction Act*, Section 668.50, F.S. All electronic records must be fully auditable; are subject to *Florida's Public Records Law*, chapter. 119, F.S.; must comply with Section 28, *Data Integrity and Safeguarding Information*; must maintain all confidentiality, as applicable; and must be retained and maintained by the Contractor to the same extent as non-electronic records are retained and maintained as required by any contract or agreement incorporating this Master Contract by reference.

- 53.1** The Council's authorization pursuant to this section does not authorize electronic transactions between the Contractor and the Council. The Contractor is authorized to conduct electronic transactions with the Council only upon further written consent by the Council.

- 53.2** Upon request by the Council, the Contractor shall provide the Council with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the Council of any document that was originally in electronic form with an electronic signature must indicate the person and the person's capacity who electronically signed the document on any non-electronic copy of the document.

54. Volunteers

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as the Senior Community Service Employment Program or organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

55. Enforcement

The Council may, without taking any intermediate measures available to it against the Contractor, rescind the Contractor's designation as a Contractor, if the Council finds that:

- (1) An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement incorporating this Master

Contract by reference, or substantially and negatively affected the operation of services covered under any contract or agreement;

- (2) The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
- (3) The Contractor has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Council, or the Contractor has committed or repeated violations of Council standards;
- (4) The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;
- (5) The Contractor has exceeded its authority or otherwise failed to adhere to the terms of this Master Contract and any contract or agreement incorporating this Master Contract by reference;
- (6) The Contractor has failed to properly determine client eligibility as defined by the Council or efficiently manage program budgets; and/or
- (7) The Contractor has failed to implement and maintain a Council-approved client grievance resolution procedure.

55.1 In the alternative, the Council may, at its sole discretion, take immediate measures against the Contractor, including: corrective action, unannounced special monitoring, temporary assumption of the operation of one or more contractual services, placement of the Contractor on probationary status, imposing a moratorium on Contractor action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120, F.S.

55.2 In making any determination under this provision the Council may rely upon the findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of any contract or agreement incorporating this Master Contract by reference are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Broward County, Florida.

55.3 Use of Service Dollars/Wait List Management

The Contractor is expected to spend all federal, state, and other funds provided by the Council, for the purpose specified in each contract or agreement incorporating this Master Contract by reference. The Contractor must manage the service dollars in such a manner so as to avoid having a wait list and a surplus of funds at the end of the contract period, for each program managed by the Contractor. If the Council determines that the Contractor is not spending service funds accordingly, the Council may transfer funds to another Contractor during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

55.4 The Contractor agrees to distribute funds as detailed in the service provider application and the Budget Summary, included in each contract or agreement incorporating this Master Contract by reference. Any changes in the amounts of federal or general revenue funds identified on the Budget Summary form require a contract amendment.

55.5 Surplus/Deficit Report

The Contractor will submit a consolidated surplus/deficit report in a format provided by the Council's Contract Manager by the 5th of each month. This report is for all contracts or agreements incorporating this Master Contract by reference between the Contractor and the Council. The report will include the following:

- (1) A list of all services and their current status regarding surplus or deficit;

- (2) The Contractor's detailed plan on how the surplus or deficit spending exceeding the threshold of plus or minus one percent (+/- 1%) will be resolved;
- (3) Recommendations to transfer funds to resolve surplus/deficit spending;
- (4) Input from the Contractor's Board of Directors on resolution of spending issues, if applicable;
- (5) Number of clients currently on Assessed Prioritized Consumer List (APCL), that receive a priority ranking score of 4 or 5; and
- (6) Number of clients currently on the APCL designated as Imminent Risk.

56. Official Payee and Representatives (Names, Address, and Telephone Numbers):

a.	The Contractor name, as shown on page 1 of this Master Contract, and mailing address of the official payee to whom the payment will be made is:	City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Donna DeFronzo, Director of Senior Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under Master Contract is:	Donna DeFronzo, Director of Senior Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 fiscal@adrcbroward.org
e.	The name, address, and telephone number of the Contract Manager for the Council for this Master Contract is:	Marie Laurent Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, addresses, telephone numbers) by either party, notice will be provided in writing to the other party and the notification attached to the originals of this Master Contract.		

57. Selection of A Project Director

- 57.1** In the event the representative of the Contractor, responsible for administration of the Program (Project Director), resigns, is terminated, or for other reasons, no longer is responsible for the Contract, the Contractor will submit, at a minimum, the names and credentials of three finalists being considered for the Project Director's vacancy. The Council will review and either approve or disapprove the candidates' credentials within ten (10) working days of such notification. Final

selection of the Project Director will be made by the administering agency of the Contractor from the approved listing.

- 57.2** The qualifications of the person, selected to be a new Project Director, must receive approval by the Council prior to appointment. The following steps constitute the required process:
- (1) The Contractor will notify the Council of its recruitment methods. This notification must permit reasonable opportunity for the Council to comment and offer technical assistance on the recruitment plan. The plan must contain:
 - a. appropriate and reasonable effort to recruit applicants on a non-discriminatory basis.
 - b. information on where, when, how, and how long the vacancy will be advertised.
 - c. the methodology for accepting applications.
 - d. the methodology for screening applications/applicants.
 - e. the criteria which will be applied to determine three-to-five persons qualified for the position.
 - f. the education, training, and or experience deemed essential for the position as determined by the Contractor.
 - (2) The Contractor will provide the Council with the application or resume' of persons deemed best qualified.
 - (3) Council will, within ten (10) working days, review the application/resume of the candidates and offer comments on their qualifications.
 - (4) After review and comment by Council, the Contractor is authorized to hire any of the individuals which have been deemed by the Council to meet the qualifications for the Project Director's position.
- 57.3** If Council determines that none of the proposed candidates meet the qualifications for Project Director, the Contractor must repeat the recruitment cycle.
- 57.4** The Contractor will repeat the recruitment cycle if the qualifications are judged by the Council to be insufficient.
- 57.5** At any time there is a vacancy for a Project Director, the Contractor must immediately appoint an "Acting" Project Director, and notify the Council upon appointment. No person may serve as an "Acting" Director for more than 120 calendar days without prior written approval of the Council.

58. All Terms and Conditions Included

This Master Contract and its attachments, I - VIII and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Master Contract will supersede all previous communications, representations or agreements, either written or verbal between the Parties. By signing this Master Contract, the Parties agree that they have read and agreed to the entire contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the Parties hereto have caused this 54- page Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

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

PAULINE GRANT
NAME

TITLE

PRESIDENT
TITLE

DATE

DATE

FEDERAL ID NUMBER: 59-6000305
FISCAL YEAR-END DATE: September 30

ATTACHMENT I**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the Council to the Contractor may be subject to audits and/or monitoring by the Council and the State of Florida, Department of Elder Affairs, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by the Council and/or the State of Florida, Department of Elder Affairs staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Master Contract, and any contract or agreement incorporating this Master Contract by reference, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Council to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Council, the State of Florida Chief Financial Officer (CFO) or Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends \$750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Funding Summary indicates federal resources awarded through the Council. In determining the federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including federal resources received from the Council. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

If the Contractor expends less than \$750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than \$750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization’s fiscal year. Compliance findings related to contracts with the Council shall be based on the contract’s requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by 2 CFR §200.510 the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Council incorporating this Master Contract in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of thirty (30) days after receipt of the audit report or nine (9) months after the end of the Contractor’s fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Funding Summary indicates state financial assistance awarded through the Council. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Council, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Contractor resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by Rule 69I- 5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Council incorporating this Master Contract in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than nine (9) months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Council retains all right and obligation to monitor and oversee the performance of any contract incorporating this Master Contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by Part I of this Financial Compliance Audit Attachment, shall be submitted, when required by 2 CFR §200.512 by or on behalf of the Contractor directly to each of the following:

The Council at the following address:

Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351

Pursuant to 2 CFR §200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Contractor shall submit a copy of any management letter issued by the auditor, to the Council at the following address:

Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351

Additionally, copies of financial reporting packages required by this Master Contract's Financial Compliance Audit Attachment, Part II shall be submitted by or on behalf of the Contractor directly to each of the following:

The Council at the following address:

Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road, Sunrise, FL 33351

The Auditor General's Office at the following address:

State of Florida Auditor General Claude Pepper Building, Room 574
111 West Madison Street, Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Council pursuant to this Master Contract and any contract incorporating this Master Contract by reference shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Council for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Master Contract and any contract incorporating this Master Contract by reference for a period of six (6) years from the date the audit report is issued, and shall allow the Council and/or the State of Florida, Department of Elder Affairs or its designee, the State of Florida Chief Financial Officer (CFO) or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Council and/or the State of Florida, Department of Elder Affairs or its designee, the State of Florida Chief Financial Officer (CFO), or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Council.

END OF ATTACHMENT

ATTACHMENT I EXHIBIT 1

PART I: AUDIT RELATIONSHIP DETERMINATION

Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Contractors who have been determined to be vendors are not subject to the audit requirements of 2 CFR §200.38, and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, Contractors who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, F.A.C., Contractor has been determined to be:

☐ Vendor not subject to 2 CFR §200.38 and/or Section 215.97, F.S.

☒ Recipient/sub-recipient subject to 2 CFR §200.86 and §200.93 and/or Section 215.97, F.S.

☐ Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and or state financial assistance and has been approved by the Council to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and 2 CFR §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a sub-recipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

2 CFR §200.416 - §200.417 – Special Considerations for States, Local Governments and Indian Tribes* 2 CFR §200.201 – Administrative Requirements**

2 CFR §200 Subpart F – Audit Requirements Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR §200.400 - §200.411 – Cost Principles*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).

**For funding passed through U.S. Health and Human Services, 45 CFR Part 75; for funding passed through U.S. Department of Education, 34 CFR Part 80.

STATE FINANCIAL ASSISTANCE. Contractors who receive state financial assistance and who are determined to be a recipient/sub-recipient must comply with the following fiscal laws, rules and regulations:

Sections 215.97 & 215.971, F.S.

Chapter 69I-5, F.A.C.

State Projects Compliance Supplement Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

END OF EXHIBIT

ATTACHMENT II**CERTIFICATIONS AND ASSURANCES**

Council will not award this Master Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of any contract or agreement incorporating this Master Contract by reference, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- D. Certification Regarding Public Entity Crimes, Section 287.133, F.S.**
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.**
- G. Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans and Cooperative Agreements**
- H. Verification of Employment Status Certification**
- I. Records and Documentation**
- J. Certification Regarding Inspection of Public Records**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Master Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence 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.

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 employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Master Contract and any contract incorporating this Master Contract by reference was made or entered into. Submission of this certification is a prerequisite for making or entering into this Master Contract imposed by 31 U.S.C. 1352. 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.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Council.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.
7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially

assisted program or activity. Contractor understands that DOE and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in Section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform Council immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not participating in a boycott of Israel.

If any contract or agreement incorporating this Master Contract by reference is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Council terminating this Master Contract and any contract or agreement incorporating this Master Contract by reference and the submission of a false certification may subject Contractor to civil penalties and attorney fees and costs, including any costs for investigations that led to the finding of false certification.

If Contractor is unable to certify any of the statements in this certification, Contractor shall attach an explanation to this Master Contract.

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR AGREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

1. The Contractor and any subcontractors of services under this Master Contract or any contracts or agreements incorporating this Master Contract by reference have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of

outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

2. Management Information Systems used by the Contractor, subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted, or calculated have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.

3. If any contract or agreement incorporating this Master Contract by reference includes the provision of hardware, software, firmware, microcode, or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.

5. The Contractor and any subcontractors of services under any contract or agreement incorporating this Master Contract by reference warrant that their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency, including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Council, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this Master Contract or any contract or agreement incorporating this Master Contract by reference, and that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to any contract or agreement incorporating this Master Contract by reference utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the entire contract term. The Contractor shall require that the language of this certification be included in all sub-agreements, subgrants, and other agreements/contracts and that all Subcontractors shall certify compliance accordingly. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract and any contract or agreement incorporating this Master Contract by reference imposed by Circulars A-102 and 2 CFR Part 200 and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to Council staff and/or any party designated by the Council any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Sections 8.1 and 8.2 of this Master Contract, sections 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Council is named in the civil action, Contractor agrees to indemnify and hold harmless the Council for any costs incurred by the Council and any attorneys' fees assessed or awarded

against the Council from a Public Records Request made pursuant to Chapter 119, F.S., concerning this Master Contract or any contract or agreement incorporating this Master Contract by reference, or services performed thereunder. a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Council and state agencies or subdivisions defined in section 768.28(2), F.S.

2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (State of Florida, Department of Elder Affairs) are public records. Section 119.07, F.S., states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization **does**____ **does not** ____ provide for institutional memberships, as referenced in Section J.2. of this Attachment.

Contractor's signature below attests that records pertaining to the dues or membership application by the Council are available for inspection as stated above.

By execution of this agreement, Contractor must include these provisions (A-J) by reference in all related subcontract agreements (if applicable) and Contractor certifies the representations outlined in parts A through J above, are true and correct.

Signature of Authorized Representative

Date

Title

City of Deerfield Beach, Florida /
Northeast Focal Point Senior Center dba Department of Active Aging

Contractor

227 NW 2nd Street, Deerfield Beach, FL 33441

Address

ATTACHMENT III**ASSURANCES—NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 45, 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 (0348-0043), 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 awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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 cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. 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.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §4728-4763) relating to prescribed standards for 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).
6. Will comply with all Federal statutes relating to nondiscrimination. 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.
7. 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 or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, 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.
9. 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 sub agreements.

10. Will comply, if applicable, 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 \$10,000.00 or more.

11. 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 (Clear 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).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. 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.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. 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.

17. 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.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signature of Authorized Representative

Date

Title

City of Deerfield Beach, Florida /

Northeast Focal Point Senior Center dba Department of Active Aging

Contractor

227 NW 2nd Street, Deerfield Beach, FL 33441

Address

ATTACHMENT IV

**STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS
CIVIL RIGHTS COMPLIANCE CHECKLIST**

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging	County: Broward	PSA10
227 NW 2nd Street	Completed By:	
Deerfield Beach, FL 33441	Date	Phone: 954-480-4449

PART I. READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION, WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		
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3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
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4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
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5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
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PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with Council? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

7. Compare the staff composition to the population. Is staff representative of the population?

If NA or NO, explain.

NA YES NO
☐ ☐ ☐

8. Compare the client composition to the population. Are race and sex characteristics representative of the Population?

If NA or NO, explain.

NA YES NO
☐ ☐ ☐

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

10. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

11. For in-patient services, are room assignments made without regard to race, color, national origin or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain. NA YES NO
☐ ☐ ☐
-
13. Are employees, applicants and participants informed of their protection against discrimination? NA YES NO
 If yes, how? Verbal ☐ Written ☐ Poster ☐ If NA or NO, explain. ☐ ☐ ☐
-
14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. NA NUMBER
☐ _____
-
15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? If NA or NO, explain. NA YES NO
☐ ☐ ☐
-

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain. YES NO
☐ ☐
-
17. Is there an established grievance procedure that incorporates due process in the resolution of complaints? If NO, explain. YES NO
☐ ☐
-
18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES NO
☐ ☐
-
19. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability? If NO, explain. YES NO
☐ ☐
-
20. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, explain. YES NO
☐ ☐
-

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.

21. Do you have a written affirmative action plan? If NO, explain. YES NO
☐ ☐
-

DOEA USE ONLY			
Reviewed By		In Compliance: YES NO*	
Program Office		*Notice of Corrective Action Sent ____/____/____	
Date	Telephone	Response Due ____/____/____	
On-Site	Desk Review	Response Received ____/____/____	

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. (“Other” races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex and disability. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOE A recipients and their sub-grantees, 45 CFR 80.4 (a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).
10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).
11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).
12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Council, the Florida State of Florida, Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:
 - a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate any discrimination that has been identified.
 - d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504. 45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504. 45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d)).
21. Programs/facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

Social Media Policy

1.0 Purpose

The purpose of this policy is to establish guidelines for the use of social media. This policy must be followed in conjunction with the Department's Computer Use Policy #420.10, Chapter 60L-36, Conduct of Employees, Florida Administrative Code, and any other personnel policies regarding employee conduct.

2.0 Scope

This policy applies to employees, contracted employees, consultants, OPS, and volunteers, including all personnel affiliated with third parties, such as, but not limited to, Area Agencies on Aging and vendors. Any entity that uses the Department's computer resource systems must comply with this policy. This policy applies to use of personal social media accounts accessed from both personal and DOEA owned or leased computers and other wireless communication devices such as cell phones and personal digital assistants.

3.0 Policy

Social media is a term commonly used to describe websites and online tools which allow users to interact with each other by sharing information, opinions, knowledge and interests. Social media includes, but are not limited to, blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, SMS (texting), social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube.

The Department recognizes that social media are powerful communications tools that can be used to enhance services, promote collaboration, provide information and for personal enrichment. The Department respects the rights of employees to use these tools as a medium of self-expression. The Department also recognizes that permitting the use of such tools is not without risk, and has developed the following guidelines that employees must observe when using social media.

Please be aware that the Department's official electronic business is primarily conducted via the Department's email system therefore; if employees, contracted employees, consultants, OPS, and volunteers use social media to conduct official Department business then they must provide notice to the public that all communications may be subject to Florida's Public Records law. This includes content posted on an organization's or entity's page, as well as information about the organization's or entity's friends list, all of which may be disclosed pursuant to Chapter 119, Fla. Stats. 2010.

4.0 Guidelines for Employees

4.1 Respect Department time and property: Use of Department computers and other wireless communication devices are designed and intended to assist the employee in the accomplishment of the employee's job assignments. Social networking must not interfere with the employee's timely performance of work obligations. Reasonable use of social media for personal use is permitted during breaks and lunch. Excessive use of social media during work hours is prohibited and may be grounds for disciplinary action as provided in Chapter 60L-36, Florida Administrative Code.

4.2 Confidential Information: Employees are prohibited from posting any confidential, proprietary, copyrighted, protected health information (PHI) or otherwise legally protected information or materials on their social networking accounts.

4.3 Respectful Communications: State Employees must remember to conduct themselves, on and off the job, in a manner that will not bring discredit or embarrassment to the state, its employees or agents. This includes online activity. See Rule 60L-36.005, Florida Administrative Code. Be respectful when using social media especially in communications and blogs related to or referencing the Department, an affiliate, or partner. Information exchanged on social networking sites can be accessed by vendors, suppliers, and business partners and can be kept on-line, in theory, forever.

- a. Employees are prohibited from using social networking accounts to harass, bully, threaten, libel, malign, defame, disparage, or discriminate against co-workers, managers, vendors, or anyone else. Behaviors that constitute harassment and bullying include, but are not limited to, comments that are derogatory with respect to race, religion, gender, sexual orientation, color, age, or disability; sexually explicit or suggestive, humiliating, or demeaning comments; threats to stalk, haze, or physically injure another employee.
- b. Supervisors, managers and administrators are cautioned to remember that if they “friend” subordinates, or subordinates of other supervisors, managers, and administrators they need to maintain the same appropriate professional relationship online as in the office.
- c. Employees are prohibited from writing about, posting pictures of, or otherwise referring to any other employees without their permission.
- d. Employees should refrain from using profane and vulgar language and avoid discussions of conduct that is prohibited by Department policies, such as alcohol or drug use on state property or during work hours.

4.4 Use Personal Email Addresses Only On Social Networking Sites: Department email addresses should be used only for work-related communications. The “elderaffairs.org” address attached to your name implies that you are acting on the Department’s behalf and all actions are public and subject to public records laws.

4.5 Remember You Are Responsible For What You Post: You are responsible for any of your online activity conducted either on your own computer or with a Department email address, and/or which can be traced back to the Department’s domain, and/or which uses Department assets, networks, and resources.

4.6 Disclaimers on Personal Sites: If you identify yourself as an employee of the Department, please remember to identify your views and opinions as your own. You must note that the views expressed are your own and do not necessarily reflect the views of the Department.

4.7 Monitoring: In conjunction with the Department’s Computer Use Policy, the Department reserves the right, at its discretion, to review any employee’s electronic files and messages and usage to the extent necessary to ensure that electronic media and services are being used in compliance with the law and with this and other Department policies.

- a. Employees must understand that anything they post online from any computer is public and employees should not assume that they have a right to privacy with regards to

electronic communications that are sent, received, created, accessed, obtained, viewed, or stored on the Department's systems.

- b. As a matter of policy, however, the Department will not systematically monitor an employee's use of social media unless it is necessary for non-investigatory, work-related purposes, or for investigations of allegations of work-related misconduct.

5.0 Modifications: The Department reserves the right to modify, discontinue or replace the policy or any terms of the policy. The Department will endeavor to give notice of all changes to its Social Media Policy.

6.0 Enforcement: Any employee found to have violated this policy may be subject to disciplinary action, up to and including dismissal, as provided by Rule 60L-36.005, Florida Administrative Code.

7.0 Guidelines for Affiliates Hosting Social Network Sites: This policy applies to any organization or entity affiliated with the Department of Elder Affairs that chooses to maintain a social networking service using the Department's computer resource systems. Please remember that the Department's official electronic business is primarily conducted via the Department's email system and not through social media.

7.1 Development and Maintenance: Organizations or entities affiliated with the Department must use good judgment and professionalism when creating and maintaining a social networking page. Be cognizant that what is posted by the organization reflects on the Department.

7.2 Post Accurate Information: The organization or entity must post accurate information and promptly correct any misinformation posted.

7.3 Removal of Inappropriate Content: The organization must be responsible for screening and removing content that is offensive, rude, discriminatory, vulgar, libelous, or in any other respect violates this Department policy or its contracts.

7.4 Public Records: All content on the organization's or entity's page, including information about the organization's friends list, is subject to disclosure under Florida's Public Record Act. Therefore, the organization or entity must post a notice to the public that all communications may be subject to Florida's Public Records law. This includes content posted on an organization's or entity's page, as well as information about the organization's friends list, all of which may be disclosed pursuant to Chapter 119, Fla. Stats. 2010.

7.5 Retention of Records: The organization or entity is required to have the capacity to electronically archive or store all communications sent or received on social networking sites that involve Department business. Entities must follow the public records retention schedule as set forth in the State of Florida General Records Schedule for State and Local Government Agencies. The Department's Information Technology department is available to assist if needed.

7.6 Communications: Any communications on any social networking site regarding Department business is subject to Florida's Government in the Sunshine Law. For example, members of a council, board or commission may not engage on any social networking site in a discussion of matters that foreseeably will come before the council, board or committee for official action.

Provider's State Contracts List

REPORT PERIOD: From

To

PROVIDER INFORMATION:

Name: _____

Phone #: _____

Address: _____

Email: _____

FEID: _____

Contact: _____

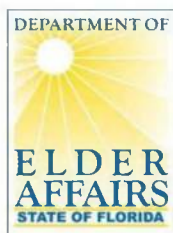
	Contract #	Contract/Program Name	State Agency/Program	Start Date	End Date	Description of Contract Purpose/Types of Services	Contract Manager	Phone #	Contract Amount
1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -
10									\$ -
11									\$ -
12									\$ -
13									\$ -
14									\$ -
15									\$ -
16									\$ -
17									\$ -
18									\$ -
19									\$ -
20									\$ -
Total									

SIGNATURE: _____

DATE: _____

TITLE: _____

ATTACHMENT VII



BACKGROUND SCREENING

Affidavit of Compliance - Employer

AUTHORITY: This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- The term "employer" means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging, Aging Resource Centers, Aging and Disability Resource Centers, Lead Agencies, Long-Term Care Ombudsman Program, Serving Health Insurance Needs of Elders Program, Service Providers, Diversion Providers, and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.
- A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities; and volunteers." § 430.0402(1)(b), Fla. Stat.

ATTESTATION:

As the duly authorized representative of _____
Employer Name

located at _____
Street Address *City* *State* *ZIP code*

I, _____ do hereby affirm under penalty of perjury
Name of Representative

that the above named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

 Signature of Representative Date

STATE OF FLORIDA, COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by
 _____ (Name of Representative) who is personally known
 to me or produced _____ as proof of identification.

 Print, Type, or Stamp Commissioned Name of Notary Public

 Notary Public

ATTACHMENT VIII

CONTRACTOR INFORMATION

CONTRACT # _____ CONTRACT PERIOD: _____

I. PLANNING & SERVICE AREA: 10

II. COUNTIES TO BE SERVED: BROWARD

III. GENERAL ADMINISTRATIVE INFORMATION

a. Contractor:			
Contractor Address:			
Telephone:			
Fax:			
Website:			
b. Executive Director or Chief Administrator:			
Telephone:			
Email Address:			
c. President or Head of Governing Body:			
Address:			
Telephone:			
Fax:			
Email Address:			
d. Program Contacts:			
Name:			
Title:			
Telephone:			
Email Address:			
Name:			
Title:			
Telephone:			
Email Address:			
e. Fiscal Contacts:			
Name:			
Title:			
Telephone:			
Email Address:			
Name:			
Title:			
Telephone:			
Email Address:			
f. Person(s) authorized to sign reports and/or contracts:			
g. Agency's FEID Number:		Agency's DUNS #	
h. AUDIT DUE DATE: Audit(s) are due by the end of the Ninth month following the end of the agency's fiscal Contractor Fiscal Year: thru			

ATTACHMENT VIII**Business Associate Agreement**

This Agreement, made as by and between **Areawide Council on Aging of Broward County** (“Covered Entity”), a Florida corporation, and City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging (“Business Associate”).

WHEREAS, the Areawide Council on Aging of Broward County is a Covered Entity as defined in the Privacy Rule adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA Privacy Rules).

WHEREAS, the Business Associate has been retained by the Covered Entity to perform a function, activity, or service on behalf of Covered Entity that requires the Business Associate have access to Protected Health Information (PHI).

WHEREAS, Covered Entity desires to receive satisfactory assurances from the Business Associate that it will comply with the obligations required of business associates by the Privacy Rule, the Security Rule Health Information Technology for Economic and Clinical Health Act (HITECH), the Final Rules and any rules or guidance issued by the Secretary from time to time with respect to such security, privacy, use and disclosure requirements.

WHEREAS, the parties wish to set forth their understandings with regard to the use and disclosure of PHI by the Business Associate in performance of its obligations.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

Section 1. Definitions.

- (a) Breach shall mean the acquisition, access, use or disclosure of protected health information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the protected health information. For purposes of this definition, “compromises the security or privacy of the protected health information” means poses a significant risk of financial, reputational, or other harm to the individual.
- (a) HITECH shall mean Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA), called the Health Information Technology for Economic and Clinical Health (HITECH) Act, codifies and expands on many of the requirements promulgated by the Department of Health & Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to protect the privacy and security of protected health information (PHI).
- (b) Individual means the person who is the subject of protected health information 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (c) Privacy Officer shall mean Ramona Woods, 5300 Hiatus Road, Sunrise, FL 33351, 954-745-9567, Ext. 10213; email: woods@adrcbroward.org.

- (d) Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (e) Protected Health Information or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (f) Required by Law shall have the same meaning as the term “required by law” in 45 CFR 164.103.
- (g) Secretary shall mean the Secretary of the Department of Health and Human Services or his designee.
- (h) Security Incident means the attempted or successful unauthorized access, use, disclosure, modification or destruction of electronic PHI relating to the Covered Entity.
- (i) Security Officer shall mean Chris Delez, 5300 Hiatus Road, Sunrise, FL 33351, 954-745-9567, Ext. 10214; email: delezc@adrcbroward.org.
- (j) Security Rule shall mean the Health Insurance Reform: Security Standards at 45 CFR Parts 160, 162 and 164.
- (k) Underlying Agreement shall mean the services agreement executed by the Covered Entity and Business Associate, if any.
- (l) Unsecured PHI means PHI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in the guidance issued under Section 13402 of Public Law 111-5 on the HHS website (45 CFR 164.402).

Section 2. Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- (a) Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than provided for by this Agreement.
- (b) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this Agreement.
- (c) Business Associate agrees to comply with the Security Rules, as required by HITECH, in a manner consistent with the Rule and regulations that may be adopted by relevant federal agencies, to keep all electronic PHI in a secure manner, as required under federal law.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any Security Incident of which it becomes aware. See “Reporting” contained in this Agreement.

- (e) Business Associate agrees, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- (f) Business Associate agrees to make available, in the time and manner designated by Covered Entity, PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, as necessary to satisfy Covered Entity's requirements under 45 CFR 164.524.
- (g) Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. 164.522, except where such use, disclosure or request is required or permitted under applicable law.
- (h) Business Associate agrees that when requesting, using or disclosing PHI in accordance with 45 C.F.R. 502(b)(1) that such request, use or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. 164.514(e)(2) to accomplish the intended purpose of such request, use or disclosure as interpreted under related guidance issued by the Secretary from time to time.
- (i) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity or take other measures as necessary to satisfy covered entity's obligations under 45 C.F.R. 164.526.
- (j) Business Associate agrees to make internal practices, books, and records including policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by Covered Entity for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.
- (k) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- (l) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- (m) Business Associate hereby acknowledges and agrees that Covered Entity has notified Business Associate that it is required to comply with the confidentiality, disclosure, breach notification, compliance, and re-disclosure requirements of HITECH, Privacy Rule and the Security Rule to the extent such requirements may be applicable.
- (n) Business Associate acknowledges that if it becomes aware of a "pattern of activity or practice" by Covered Entity, or any other Business Associate, that breaches a Business Associate Agreement, but fails to cure that breach, Business Associate shall immediately terminate the relevant agreement, or report the non-compliance to the United States Department of Health and Human Services' Office of Civil Rights.

- (o) Business Associate acknowledges that it is subject to compliance audits by the United States Department of Health and Human Services' Office of Civil Rights.
- (p) Business Associate shall comply with any and all regulatory requirements which may arise in the future to comply fully with the Privacy Rules, the Security Rule, ARRA, and HITECH, including, but not limited to, restrictions on disclosures to health plans, clarified minimum necessary standards, expanded accounting requirements applicable to electronic health records, revised prohibitions on sales of PHI, and updated marketing and fundraising restrictions. Business Associate shall require that any agent, including a subcontractor, shall also comply with the requirements set forth herein.
- (q) Business Associate acknowledges that, pursuant to HITECH, Business Associate, its employees and contractors, and any third party (and their employees, contractors, and further third parties) who may have access to or possession of the Covered Entity's PHI, are subject to regulatory oversight of the various federal and/or state agencies as a Business Associate, and may be subject to both civil and criminal penalties which may arise from violations of this Agreement, the Privacy Rules, the Security Rule, HITECH, and any rules or guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.
- (r) Business Associate agrees to provide the Covered Entity with notice of a Breach of Unsecured PHI pursuant to the requirements of 45 CFR 164.402. See "Reporting" contained in this Agreement.
- (s) To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 154, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- (t) Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in section 13405(d) of Subtitle D (Privacy) of ARRA, and the "Conditions on Certain Contacts as Part of Health Care Operations," as provided in section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

Section 3. Permitted Uses and Disclosures by Business Associate

- (a) Except as otherwise limited in this Agreement, Business Associate may use and/or disclose PHI only in a manner that is necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- (b) Business Associate may use or disclose PHI as required by law.
- (c) Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.
- (d) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (e) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by

law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose(s) for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Section 4. Reporting

As described below, Business Associate shall report to the Covered Entity in writing (a) any use or disclosure of PHI not permitted under 45 CFR section 164, Subpart E, this Agreement, or by law, (b) any Security Incident of which it becomes aware and (c) any Breach of Unsecured PHI in accordance with HITECH, including 42 U.S.C.A. section 17932.

(a) Reporting Security Incidents or Improper Uses or Disclosures. Business Associate shall make the report to the Covered Entity's Privacy Officer (or to the Security Officer in the event of a Security Incident) within 3 business days after Business Associate learns of such unauthorized use or disclosure or Security Incident. Business Associate's report shall: (1) identify the nature of the unauthorized use or disclosure or Security Incident including the date of the Security Incident or unauthorized use or disclosure and date of discovery; (2) identify the PHI affected; (3) identify who made or caused the unauthorized use and/or received the unauthorized disclosure and/or participated in the Security Incident, if known; (4) identify what Business Associate has done or shall do to mitigate any deleterious effect of the Breach, unauthorized use or disclosure or Security Incident; (5) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure or Security Incident; and (6) provide such other information, including a written report, as reasonably requested by the Privacy Officer or Security Officer. Any Security incident or unauthorized use or disclosure of PHI that is a Breach of Unsecured PHI shall be reported as required under subsection (b) below.

(a) Notification of a Breach. Pursuant to HITECH, including 42 U.S.C.A. section 17932, and regulations under 45 CFR Parts 160 and 164, as amended, Business Associate shall provide written notice to the Covered Entity's Privacy Officer of any Breach of Unsecured PHI within 3 business days after Business Associate discovers the Breach. Business Associate shall conduct the risk assessment to determine whether a Breach occurred. Business Associate's report to the Covered Entity shall identify or describe: (1) the affected Individual(s) whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired or disclosed; (2) the incident, including the date of the Breach and the date of the discovery of the Breach, if known; (3) who made or caused the Breach/unauthorized use and/or received the unauthorized disclosure; (4) the types of Unsecured PHI involved in the Breach; (5) any specific steps the Individual(s) should take to protect him or herself from potential harm related to the Breach; (6) what the Business Associate is doing to investigate the Breach, to mitigate losses and to protect against further Breaches; (7) contact procedures for how the Individual(s) can obtain further information from Business Associate; and (8) such other information, including the risk assessment analysis prepared by Business Associate, as reasonably requested by the Covered Entity's Privacy Officer.

Section 5. Obligations of Covered Entity

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice, to the extent that such changes or limitations may affect Business Associate's use or disclosure of PHI.

- (a) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures under this Agreement.
- (b) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this Agreement.
- (c) With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been accessed, acquired, used or disclosed as a result of such breach, except when law enforcement requires a delay pursuant to 45 CFR 164.412:
 - 1. Without unreasonable delay and in no case later than 60 days after discovery of a breach.
 - 1. By notice in plain language including and to the extent possible: a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; a description of the types of Unsecured PHI that were involved in the breach; any steps Individual(s) should take to protect themselves from potential harm resulting from the breach; a brief description of what the Covered Entity involved is doing to investigate the Breach, mitigate the harm to Individual(s), and to protect against any further Breaches; and, contact procedures for Individual(s) to ask questions or learn additional information which shall include a toll-free telephone number, an e-mail address, web site or postal address.
 - 2. Use a method of notification that meets the requirements of 45 CFR 164.404(d).
 - 3. Provide notice to the media when required under 45 CFR 164.405 and to the Secretary pursuant to 45 CFR 164.408.

Section 6. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy & Security Rule if done by Covered Entity.

Section 7. Term and Termination

(a) Term. The Term of this Agreement shall be effective as of the date the Covered Entity signs this Agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either (1) provide an opportunity for Business Associate to cure the breach and then terminate the Underlying Agreement if Business Associate does not cure the breach within time period specified by the Covered Entity or (2) terminate the Underlying Agreement immediately. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) Effect of Termination. (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement or the Underlying Agreement for any reason, Business Associate shall return or destroy all

PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate and subcontractors shall retain no copies of the PHI. (2) In the event that Business Associate determines that returning or destroying the PHI is infeasible Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties, that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

Section 8. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the Privacy & Security Rule means the section as is currently effect or as may be amended from time to time, and for which compliance is required.
- (a) Indemnification. Business Associate shall release, defend, indemnify and hold Covered Entity harmless from and against any claims, fees, losses, and costs, including, without limitation, reasonable attorneys' fees and costs, that Covered Entity may sustain as a result of, or arising out of (i) a breach of this Agreement by Business Associate or its agents or Subcontractors, including, but not limited to, any unauthorized use, disclosure or breach of PHI, (b) Business Associate or its subcontractor's failure to notify any and all parties required to receive notification of any Breach of Unsecured PHI or (c) any negligence or wrongful acts or omissions by Business Associate or its agents or Subcontractors, including without limitation, failure to perform Business Associate's obligations under this Agreement, the Privacy Rule or the Security Rule or any other applicable law or rule.
- (b) Remedies. The parties acknowledge that breach of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if Covered Entity has actual notice of an intended breach, Covered Entity shall be entitled to a remedy of specific performance and/or injunction refraining Business Associate from violating or further violating this Agreement. The parties agree the election of the Covered Entity to seek injunctive relief and or specific performance of this Agreement does not foreclose or have any effect on any right the Covered Entity may have to recover damages.
- (c) Amendment. The parties agree to take such action as is necessary to amend this Agreement and the Underlying Agreement if necessary from time to time as is necessary to comply with the requirements of the Privacy and Security Rules, the Health Insurance Portability and Accountability Act, ARRA the HITECH Act, the HIPAA rules and any other applicable laws. Regardless of written amendment to this Agreement or the Underlying Agreement, the parties agree to comply with all applicable laws
- (d) Survival. The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement and/or Underlying Agreements, as shall the rights of access and inspection of Business Associate by Covered Entity.
- (e) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules, HIPAA, ARRA, the HITECH Act, the HIPAA Rules and any other applicable law.
- (f) Governing Law; Conflict. This agreement shall be enforced and construed in accordance with the laws of the State of Florida. Jurisdiction of any litigation with respect to this Agreement shall be in Florida, with venue in a court of competent jurisdiction located in Pinellas County. In the event of a conflict between the terms of this Agreement and the terms of any of the Underlying Agreements, the terms of this Agreement shall control.

- (g) Notices. Any notice given under this Agreement must be in writing and delivered via first class mail, via reputable overnight courier service, or in person to the parties' respective addresses as first written above or to such other address as the parties may from time to time designate in writing.
- (h) Assigns. Neither this Agreement nor any of the rights, benefits, duties, or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.
- (i) Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights or remedies in any third party.

Areawide Council on Aging of Broward County (Covered Entity):

Signature of Authorized Representative

Date

PAULINE GRANT

Printed Name

PRESIDENT

Title**Contractor (Business Associate):**

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba
Department of Active Aging

227 NW 2nd Street, Deerfield Beach, FL 33441

Address

954-480-4449

Phone

Signature of Authorized Representative

Date

Printed Name

Title



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-786

Agenda Date: 7/20/2021

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement for Public Affairs and Marketing Services with RJP Creations, Inc., for a one-year term in an amount not to exceed \$67,496.00; authorizing execution of the Agreement; providing for an effective date. (Funds from Account #001-1800-513-32-99 - Other Contractual Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$67,500

Primary Account Name: Other Contractual Services

Primary Account Number: 001-1800-513-32-99

Background/History

The City's Marketing Coordinator unexpectedly relocated to North Florida and therefore, had to end her employment with the City. The Marketing Coordinator is in the middle of two major projects for the Public Affairs and Marketing Department (the "Department"). The projects include managing the City website and app redesign, and managing the City Naturescapes project to implement a few more live stream cameras throughout the City (collectively, the "Projects"). It is because of these the Projects that the Department requires a temporary contractual agreement to complete these projects. It is important to note that the Marketing Coordinator's skill set is very unique and no one in the Department can effectively take over the Projects.

Current Activity

The Marketing Coordinator has a consulting business, RJP Creations, Inc. ("RJP"). The Department desires to contract with RJP so that the former Marketing Coordinator can continue to work on and complete the Projects. The agreement is for a term of one year, in an amount not to exceed \$67,496.

The cost for this contract will be covered by the personnel vacancy savings within the Department.

Recommendation

Approval.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AGREEMENT FOR PUBLIC AFFAIRS AND MARKETING SERVICES WITH RJP CREATIONS, INC., FOR A ONE-YEAR TERM IN AN AMOUNT NOT TO EXCEED \$67,496.00; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City is in need of public affairs and marketing services (the “Services”) for completion of two major projects in the Public Affairs and Marketing Department (the “Department”), specifically, managing the City website and app redesign, and managing the City Naturescapes project to implement more live stream cameras throughout the City (collectively, the “Projects”); and

WHEREAS, RJP Creations, Inc. (“RJP”) has the necessary skills and unique experience with the City and Projects, as the owner of RJP is a former employee of the City and has been working on the Projects since 2020; and

WHEREAS, in order to maintain continuity of operations for completion of the Projects, the City desires to contract with RJP for the Services; and; and

WHEREAS, Section 38-116(3)(c) of the City Code exempts professional services from competitive selection requirements; and

WHEREAS, City staff recommends approving and authorizing execution of an agreement with RJP, attached as Exhibit “A,” for the Services for a one-year term in an amount not to exceed \$67,496.00 (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 of this Resolution.

Section 2. The City Commission hereby approves the Agreement with RJP, attached as Exhibit “A,” for the Services for a one-year term in an amount not to exceed \$67,496.00.

Section 3. The City Commission hereby authorizes the City Manager to execute the Agreement with RJP, 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



Memorandum

TO: David Santucci, City Manager

FROM: Rebecca Medina Stewart

THRU: Ivelsa Guzman, Purchasing Manager

DATE: July 9, 2021

RE: Public Affairs and Marketing Services Agreement with RJP Creations, Inc.

The Public Affairs and Marketing Department (the "Department") is requesting the services of RJP Creations, Inc. ("RJP"), for public affairs and marketing services, specifically the management of the DFB Live Naturescapes cameras and www.dfb.city website and app cleanup and redesign project (the "Projects"). The Department needs specific camera management expertise to complete the implementation of additional cameras and completion of the website and mobile device cleanup and redesign.

RJP has the necessary skills and unique experience with the City and Projects as Janeane Pennoyer, the owner of RJP, is a former employee of the City and has been working on the Projects since December 2020. RJP has a great deal of institutional knowledge on the products, the platforms, and the Projects, and has been the lead on these Projects. RJP has already proven to be a vital asset in providing excellent graphic designer skills, beach cameras management, and web content management services for the Department, and the Department needs this to continue as the Projects are at a critical point.

The agreement with RJP is for a one-year term, at a rate of \$32.45 per hour for up to 40 hours per week, in an amount not to exceed \$67,496.

The Department is requesting to enter into the Agreement, utilizing the professional services exemption from competitive solicitation requirements pursuant to Section 38-116(c) of the City's Procurement Code.

EXHIBIT A

AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND RJP CREATIONS, INC.

This is an Agreement (the "Agreement"), made and entered into on this 1st day of August, 2021 (the "Effective Date") by and between the City of Deerfield Beach, Florida, a municipal corporation (the "CITY") and RJP Creations, Inc. (the "CONSULTANT") (collectively referred to as the "Parties").

WHEREAS, CONSULTANT is a firm that provides public affairs and marketing services as set forth in this Agreement; and

WHEREAS, the CITY desires to engage CONSULTANT to provide the services described in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE I **INTRODUCTION AND SCOPE OF SERVICES**

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 CONSULTANT shall perform the public affairs and marketing services as detailed in Exhibit "A," attached hereto and incorporated herein (the "Services"). To the extent of any conflict between the terms and conditions in this Agreement and Exhibit "A," the terms and conditions of this Agreement shall supersede Exhibit "A" and be binding and in full force and effect.
- 1.3 In connection with the Services to be provided by CONSULTANT under this Agreement, the CITY will provide or has already provided CONSULTANT with a Mac laptop (Serial #C02NJ1RVG3QP), Lenovo ThinkPad (serial #PF1B50K8), and Mac desktop computer (serial #F5KMJ12MF9VM) (collectively, the "Equipment"). Upon expiration or earlier termination of this Agreement, CONSULTANT shall return the Equipment to the City within 10 days of such expiration or termination. It shall be CONSULTANT'S responsibility to deliver the Equipment to the CITY. The CITY will not make final payment to CONSULTANT until the Equipment is returned to and received by the CITY. The CITY reserves the right to withhold payment to CONSULTANT until receipt of the Equipment. If the Equipment is lost, stolen, or damaged, the CITY will deduct the market value of the Equipment based on the City's purchase price minus depreciation from final payment.
- 1.4 Except as specifically modified herein, CONSULTANT shall be bound by the terms and conditions and prices as set forth in this Agreement.
- 1.5 This is a non-exclusive Agreement. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the products or services listed in the Agreement, if the CITY deems it to be in the best interest of the CITY.

- 1.6 CONSULTANT acknowledges and agrees that the Contract Administrator has no authority to make changes that would modify the products or services to be provided under this Agreement.
- 1.7 This Agreement creates an independent contractor-CITY relationship. The CITY will not supervise the work of CONSULTANT. The CITY is interested only in the results achieved. CONSULTANT is solely responsible for the manner and method by which it provides the Services contemplated under this Agreement, and exercises exclusive discretion in this regard. CONSULTANT is also solely responsible for the conduct and control of its employees, representatives, or agents, and the work performed by those individuals. During the term of this Agreement, CONSULTANT will report to the Contract Administrator, who will act as the liaison between CONSULTANT and the CITY. CONSULTANT is not an agent of the CITY for any purpose. Where required by law, CONSULTANT shall be solely liable for the compensation of its employees, agents or subcontractors (if any), for maintaining workers' compensation and unemployment compensation coverage for its employees, agents or subcontractors, and for filing all applicable returns. CONSULTANT shall be solely responsible for withholding and paying any and all Federal, State, and local taxes, Social Security payments, and any other applicable deductions, taxes, or payments, including, but not limited to, unemployment and other payroll taxes.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1 This Agreement shall commence on the Effective Date and shall remain in effect until July 31, 2022, unless terminated as provided in this Agreement.
- 2.2 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

ARTICLE 3

COMPENSATION

- 3.1 The CITY shall compensate the CONSULTANT for the Services at a rate of \$32.45 per hour for up to 40 hours a week, for a total annual amount not to exceed \$67,496.00, which amount shall be accepted by CONSULTANT as full compensation for all such work. It is acknowledged and agreed by CONSULTANT that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONSULTANT for the Services related to this Agreement. This amount, however, does not constitute a limitation, of any sort, upon CONSULTANT's obligation to perform all items of work required by or which can be reasonably inferred from the Agreement. No amount shall be paid to CONSULTANT to reimburse its expenses, unless authorized in this Agreement.
- 3.2 CONSULTANT shall provide the City with timesheets on a monthly basis detailing the Services completed in the preceding month.
- 3.3 To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by this Agreement. The CITY shall make payment to CONSULTANT on a monthly basis upon receipt of an invoice, in accordance with the Local Government Prompt Payment

Act in Chapter 218, Florida Statutes. Payment may be withheld for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement.

- 3.4 Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.
- 3.5 Payment shall be made to CONSULTANT at:

Janeane Pennoyer
RJP Creations, Inc.
63 Mary Street
Inglis, FL 34449

ARTICLE 4 **TERMINATION OR SUSPENSION**

- 4.1 This Agreement may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 4.2 This Agreement may be terminated for cause for reasons including, but not limited to, CONSULTANT's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.
- 4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 4.4 In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONSULTANT acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONSULTANT, for CITY's right to terminate this Agreement for convenience.

- 4.5 In the event this Agreement is terminated for any reason, any amounts due CONSULTANT shall be withheld by CITY until all documents are provided to CITY pursuant to Section 6.4 and 6.6 of Article 6.
- 4.6 Should at any time during the term of this Agreement, including any option terms, the CONSULTANT be in violation of any of the terms and conditions of this Agreement, the City shall have the right to suspend the CONSULTANT until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.

ARTICLE 5

EEO AND ADA COMPLIANCE

- 5.1 CONSULTANT shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement. CONSULTANT shall include the foregoing or similar language in its Agreements with any subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as CITY deems appropriate.
- 5.2 CONSULTANT shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6

MISCELLANEOUS

- 6.1 **INDEMNIFICATION**
CONSULTANT shall indemnify, hold harmless and defend the City and all of City's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of CONSULTANT, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement.

In the event any Claim is brought against an Indemnified Party, CONSULTANT shall, upon written notice from City, defend each Indemnified Party against each such Claim by counsel satisfactory to City or, at City's option, pay for an attorney selected by the

City Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due CONSULTANT under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.

Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

Ten dollars (\$10.00) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the CONSULTANT.

6.2 GOVERNING LAW

This Agreement shall be construed in accordance with and be governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Broward County, Florida, in a court of competent jurisdiction.

6.3 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, CONSULTANT grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONSULTANT to the Agreement Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONSULTANT shall be withheld until all documents are received as provided herein.

6.4 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONSULTANT and its subconsultants that are related to this Project. CONSULTANT and its subconsultants shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONSULTANT and its subconsultants shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONSULTANT or its subconsultant, as applicable, shall make same available at no cost to CITY in written form.

CONSULTANT and its subconsultants shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public

Records Act is determined by CITY to be applicable to CONSULTANT's and its subconsultants' records, CONSULTANT and its subconsultants shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT or its subconsultants. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONSULTANT shall, by written Agreement, require its subconsultants to agree to the requirements and obligations of this Section 6.4.

6.5 SCRUTINIZED COMPANIES.

- 6.5.1 CONSULTANT certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONSULTANT or its subconsultants are found to have submitted a false certification; or if CONSULTANT, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- 6.5.2 If this Agreement is for more than one million dollars, CONSULTANT certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if CONSULTANT, its affiliates, or its subconsultants are found to have submitted a false certification; or if CONSULTANT, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- 6.5.3 CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- 6.5.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

6.6 PUBLIC RECORDS.

- 6.6.1 CONSULTANT agrees to keep and maintain public records in CONSULTANT's possession or control in connection with CONSULTANT's performance under this Agreement. CONSULTANT additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.
- 6.6.2 CONSULTANT shall 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, and following completion of the Agreement until the records are transferred to CITY.

- 6.6.3 Upon request from CITY custodian of public records, CONSULTANT shall provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 6.6.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY.
- 6.6.5 Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONSULTANT or keep and maintain public records required by CITY to perform the service. If CONSULTANT transfers all public records to CITY upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by CONSULTANT shall be delivered to CITY, upon request from the CITY's Custodian of Records, in a format that is compatible with the CITY's information technology systems.
- 6.6.6 Any compensation due to CONSULTANT shall be withheld until all records are received as provided herein.
- 6.6.7 CONSULTANT's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by CITY.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Public Records: SAMANTHA GILLYARD, CITY CLERK
Mailing address: 150 N.E. 2ND AVE.,
DEERFIELD BEACH, FL 33441
Telephone number: 954-480-4213
Email: WEB.CLERK@DEERFIELD-BEACH.COM

- 6.7 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the CONSULTANT or disputes between City staff and the CONSULTANT are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the CONSULTANT and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONSULTANT to follow any such determination could be considered a material breach and subject the CONSULTANT to termination for cause. The CONSULTANT agrees that any complaints received by the CITY concerning misconduct on the part of the CONSULTANT, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONSULTANT agrees to make any complaints

concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

6.8 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

6.9 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

David Santucci, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONSULTANT:

Janeane Pennoyer
RJP Creations, Inc.
63 Mary Street
Inglis, FL 34449

6.10 MATERIALITY AND WAIVER OF BREACH

CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

6.11 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONSULTANT elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.12 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

6.13 WAIVER OF JURY TRIAL

By entering into this Agreement, CONSULTANT, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement.

6.14 AMENDMENTS AND ASSIGNMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY and CONSULTANT or others delegated authority to or otherwise authorized to execute same on their behalf. CONSULTANT shall not transfer or assign the performance of the Services called for in the Agreement without the prior written consent of the CITY, which may be withheld or conditioned in the CITY's sole discretion.

6.15 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties. As of August 1, 2021, this Agreement shall supersede all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Agreement, whether oral or written.

6.16 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

6.17 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**AGREEMENT BETWEEN
THE CITY OF DEERFIELD BEACH AND
RJP CREATIONS, INC.**

IN WITNESS WHEREOF the parties have caused these presents to be executed.

CITY OF DEERFIELD BEACH

By: _____
DAVID SANTUCCI, CITY MANAGER

Date: _____

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

ANTHONY C. SOROKA, CITY ATTORNEY

CONSULTANT

By: Janeane Pennoyer
Name: Janeane Pennoyer
Title: Director

This 22 day of June, 2021

CITY REQUIRES TWO (2) FULLY-EXECUTED AGREEMENTS, FOR DISTRIBUTION

Exhibit "A"

CONSULTANT shall perform the following services:

- DFB Live Naturescapes:
 - Management of all camera operations
 - Management of the online community connected to the live stream
 - Coordination with contracted engineers for all maintenance needs
 - Assists underwater maintenance operations
 - Launch of additional camera systems at the beach, DFB Arboretum, and Bee Apiary
- DFB Website Cleanup and Redesign:
 - Working with all department content coordinators to clean up the back end of the City's website
 - Working with all department content coordinators on the redesign of their landing pages
 - Working with Civic Plus on the implementation of the redesign
 - Working with Civic Plus on the redesign of the mobile app
- Daily City graphic work and additional marketing duties as needed



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-798

Agenda Date: 7/20/2021

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 #21-39-JW for Anthracite for Water Treatment Plant Operations; authorizing execution of a purchase order with Carbonfilt, LLC, the lowest priced responsive and responsible bidder; providing for an effective date. (Funds not to exceed \$31,500 from Account #401-5020-533-35-11 - Chemicals)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$31,500.00

Account Name: CHEMICALS

Account Number: 401-5020-533-35-11

Background/History

Anthracite is a high-quality filter media used for water clarification when combined with other filtering sands. The shape of the anthracite allows the suspended particles to be contained in the deepest part of the filtering bed.

Throughout the service life of anthracite, a small amount of anthracite is sporadically lost from each Water Treatment Plant filter during the normal backwash process. After many years of service, the anthracite level in all six multi-media filters decreases and needs to be replenished.

The estimated need for the water plant Filter Anthracite for (6) double bay filters (10' x 23') with a total filter area of 1,380 square feet is 2,500 cubic feet/66.25 tons. The material meets American Water Works Association Standard B100-16 for Filtering Material and listed under the National Sanitation Foundation Standard 61 - Process Media.

Current Activity

The Purchasing and Contract Administration Division issued Invitation to Bid #21-39-JW for Anthracite for Water Treatment Plant Operations (the "ITB"). This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. The ITB was advertised in the legal notices section of the Sun-Sentinel on June 8, 2021. The notice was also sent

to one hundred fifty-one (151) prospective Offeror's via the e-Procurement Marketplace. Twelve (12) vendors viewed the documents of the ITB. On June 22, 2021 at 1:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed five (5) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the ITB requirements. The apparent lowest Offeror, Carbonfilt, LLC met all the ITB requirements. The Purchasing and Contract Administration Division reviewed the response and discussed it with the Environmental Services staff and concluded that Carbonfilt LLC's response met all the requirements of the ITB. Reference checks were conducted on Carbonfilt LLC and revealed positive ratings. Therefore, staff is recommending award of the subject contract to Carbonfilt LLC.

Recommendation

It is recommended that the City Commission approve the resolution to award the ITB and purchase order to Carbonfilt, LLC in an amount not to exceed \$31,500, and authorize the City Manager to execute the contract.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF INVITATION TO BID #21-39-JW FOR ANTHRACITE FOR WATER TREATMENT PLANT OPERATIONS; AUTHORIZING EXECUTION OF A PURCHASE ORDER WITH CARBONFILT, LLC, THE LOWEST PRICED RESPONSIVE AND RESPONSIBLE BIDDER; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) requires the services of a qualified chemical vendor to provide anthracite for the City’s West Water Treatment Plant (the “Product”); and

WHEREAS, the City issued Invitation to Bid No. 21-39-JW for Anthracite for Water Treatment Plant Operations (the “ITB”); and

WHEREAS, the ITB was advertised in the legal notices section of the Sun Sentinel on June 8, 2021, and the notice was also sent to 151 prospective bidders via the e-Procurement Marketplace; and

WHEREAS, 12 vendors viewed the ITB documents; and

WHEREAS, on June 22, 2021 at 1:00 p.m., the ITB due date and time, the Purchasing and Contract Division (the “Division”) closed and unsealed the five bids that were timely received, and reviewed the bids to ensure they met the ITB requirements; and

WHEREAS, the Division reviewed the bid submitted by Carbonfilt, LLC (“Carbonfilt”), the apparent low bidder, discussed it with the Environmental Services staff and concluded that Carbonfilt met all the requirements of the ITB; and

WHEREAS, the Division recommends that the City Commission approve the award of the ITB to Carbonfilt, the lowest responsive and responsible bidder to the ITB, and authorize execution of a purchase order with Carbonfilt for the Product for a one-time purchase in an amount not to exceed \$31,500 (the “Purchase Order”).

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 Carbonfilt for the Product.

Section 3. The City Manager is hereby authorized to execute the Purchase Order with Carbonfilt for the Product in an amount not to exceed \$31,500, 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. 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



Memorandum

TO: Tom Good, Assistant City Manager
FROM: Jeremin Worlds, Senior Buyer
THRU: Ivelsa Guzman, Purchasing Manager
DATE: June 30, 2021
SUBJECT: Anthracite for Water Treatment Plant Operations, ITB 21-39-JW

The Purchasing and Contract Administration Division issued an Invitation to Bid (ITB) for Anthracite for Water Treatment Plant Operations, ITB #21-39-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 June 8, 2021. The notice was also sent to one hundred fifty-one (151) prospective Offeror's via the e-Procurement Marketplace.
- Twelve (12) vendors viewed the documents of the ITB.
- On June 22, 2021 at 1:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed five (5) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the ITB requirements.
- The apparent lowest Offeror, Carbonfilt LLC met all the ITB requirements.
- The Purchasing and Contract Administration Division reviewed the response and discussed it with the Environmental Services staff and concluded that Carbonfilt LLC response met all the requirements of the ITB.
- Reference checks were conducted on Carbonfilt LLC and revealed positive ratings.
- Documentation related to this solicitation may be obtained by emailing sfrancis@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, Carbonfilt LLC is the lowest, responsive and responsible Offeror able to meet the ITB requirements; therefore, the award recommendation of this contract is to Carbonfilt LLC.

Please use this memorandum and all attachments as your backup to the Environmental Services for the next available Commission Meeting.

Att. Tabulation Summary, Bid Tabulation, Scope of Work

c: Hamid Nikvan, Assistant Director of Environmental Services
Joshua Neuman, Water Plant Superintendent, Environmental Services

Event Number	21-39-JW	Organization	City of Deerfield Beach
Event Title	Anthracite for Water Treatment Plant Operations	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach is requesting sealed bids for Anthracitefor Water Treatment Operations in accordance with the terms, conditions, and specifications within this solicitation.	Event Owner	Jeremin Worlds jworlds@deerfield-beach.com
Event Type	ITB (Commodity)	Email	(954) 480-4415
Issue Date	6/8/2021 05:04:02 PM (ET)	Phone	(954) 480-4388
Close Date	6/22/2021 01:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Filtco Filter Media, LLC	Metairie	LA	6/21/2021 03:09:44 PM (ET)	2	\$34,568.65
Carbon Activated Corp.	Compton	CA	6/21/2021 07:12:55 PM (ET)	2	\$36,412.94
Unifilt Corporation	Ellwood City	PA	6/18/2021 03:48:13 PM (ET)	2	\$36,500.00
SNR Technologies (Equerry Corp)	Katy	TX	6/22/2021 11:50:20 AM (ET)	2	\$39,933.34
Carbonfilt LLC	Venice	FL	6/16/2021 01:23:10 PM (ET)	2	\$63,000.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

1	"Anthrafilt" Anthracite for Water Treatment Plant Operations as per bid documents. Submit pricing based on Total 2,500 Cubic Feet equal 66.25 Tons					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
						Payment terms: Net 30 days after date of invoice - Price is firm for thirty (30) days from date of June 22, 2021 Price is to supply the Anthracite Filter Media only. Does not include any R & I of the filter media.
	Filtco Filter Media, LLC	2500	ft3	\$8.95	\$22,375.00	
	SNR Technologies (Equerry Corp)	2500	ft3	\$9.04	\$22,600.00	
	Unifilt Corporation	2500	ft3	\$9.08	\$22,700.00	
	Carbon Activated Corp.	2500	ft3	\$9.56	\$23,900.00	\$9.539 per cubic foot without delivery (see separate line item for freight)
	Carbonfilt LLC	2500	ft3	\$12.60	\$31,500.00	Carbonfilt Anthracite is dried and is 50 lbs. per cu ft. Total tons at 50 lbs. per cu ft. is 62.50

2	Truck Freight to Jobsite					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
						Price does not include unloading of truck. Price is firm for thirty (30) days from date of June 22, 2021
	Filtco Filter Media, LLC	1	Lump Sum	\$12,193.65	\$12,193.65	
	Carbon Activated Corp.	1	Lump Sum	\$12,512.94	\$12,512.94	\$12,512.94 - 3 loads total to move 2,500 cubic feet.
	Unifilt Corporation	1	Lump Sum	\$13,800.00	\$13,800.00	
	SNR Technologies (Equerry Corp)	1	Lump Sum	\$17,333.34	\$17,333.34	
	Carbonfilt LLC	1	Lump Sum	\$31,500.00	\$31,500.00	Coal Price FOB Plant 7.80 cu ft. Total coal price FOB our Plant \$19,500.00 Freight \$4.80 cu ft Total Freight Price \$12,000.00

Product Offered and Manufacturer Name.	Delivery time after receipt of order in calendar days.	State telephopne number for placement of orders.	State e-mail address for placement of orders.
---	---	---	--

Anthracite "Anthrafilt" Filter Media	30	(888) 275-9794	filtco@aol.com
Anthrafilt manufactured by Carbon Sales Inc.	35	(281) 398-3828	customerservice@snr-tech.com
ES 0.95-1.05 mm/UC < 1.40 - Unifilt Corporation	21	(172) 475-8383	jnocera@unifilt.com
Filter Anthracite 0.95-1.05 (<1.40)	35	(310) 885-4555	briana@activatedcarbon.com
Carbonfilt 95105-14	30	(239) 784-5421	ejennngs@carbonfilt.com

ANTHRACITE SPECIFICATIONS

The City of Deerfield Beach is requesting sealed bids for the one-time purchase utilizing a Purchase Order (reference Exhibit I) or "Anthrafilt" Anthracite for Water Treatment Operations in accordance with the terms, conditions, and specifications within this solicitation.

1. Quantity

- a. Quantities indicated above are best calculations of the City's requirements. Actual quantity in Cubic Yards at point of delivery shall not vary by more than one percent (1.0%) from the ordered quantity for each material type.
- b. Estimate to furnishing the following Filter "Anthrafilt" Anthracite for (6) double bay filters (10' x 23') with a total filter area of 1,380 square feet is:

FILTER ANTHRACITE - 21.74" depth

Effective Size - 0.95 - 1.05 mm

Uniformity Coefficient - 1.40 or less

TOTAL: 2,500 cubic feet/66.25 tons

2. Requirements

Material meets American Water Works Association Standard B100-16 for Filtering Material and listed under the National Sanitation Foundation Standard 61 - Process Media. One sample and/or one test report prepared by an independent testing laboratory, detailing the physical and chemical characteristics, to be provided for review and the final written approval.

3. Packaging

Material shall be packaged in semi-bulk containers with lifting straps and bottom discharge spout, containing approximately 2,000-pounds per sack, non-palletized. The weight of the packaged anthracite is the weight at the time of packaging at the production facility and includes moisture, which may or may not be present after transportation and storage.

4. Delivery

All sales are F.O.B. City of Deerfield Beach Water Treatment Plant, 290 Goolsby Blvd, Deerfield Beach, Florida 33442. The specified quantities and condition of the material is the responsibility of the Vendor to point of delivery at the above address. Delivery shall be made Monday through Friday between the hours of 7:00 a.m. to 2:00 p.m. Should the supplier make delivery on any other than the scheduled delivery date, the City shall not be charged demurrage for any delays encountered in unloading the truck.

5. Manufacturing Leadtime

The Vendor must include the anticipated date of delivery in the bid response. The City retains the right to disqualify a bidder having a manufacturing leadtime in excess of 40 calendar days beyond the anticipated bid award.

6. Other Requirements

The A.F.M shall not contain any harmful impurities, nor shall it otherwise render the water unfit for public water supply. The A.F.M shall not impart a taste or odor to the water.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-741

Agenda Date: 7/20/2021

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 ranking and award of Request for Proposals #21-03-JW for debt collection services; authorizing execution of Agreements with the top three ranked firms, Life Line Billing Systems, LLC dba LifeQuest Services, R.T.R. Financial Services, Inc., and Valley Collection Service, LLC for three year terms with two additional one year renewal terms; providing for implementation and an effective date. (Fiscal Impact: No direct cost to the City)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: No direct costs to the City.

Account Name: Parking Fines

Account Number: 001-0000-351-16-00

Secondary Account Name: Ambulance Service

Secondary Account Number: 001-0000-342-60-00

Tertiary Account Name: Utility Fund/Water Sales

Tertiary Account Number: 401-0000-343-31-00

Quaternary Account Name: Waste Fund/Commercial Dumps

Quaternary Account Number: 450-0000-343-41-35

Background/History

In September 2016, the City entered into a contract with Penn Credit Corporation for Debt Collection Services. The initial contract was for three (3) years with two (2) additional one (1) year terms. The terms of the contract will expire on August 31, 2021, with no additional renewal provision.

Current Activity

In February 2021, the City issued RFP # 21-03-JW for a new debt collection services vendor. The City's Selection Committee independently examined, evaluated, discussed and scored the submittals from six (6) firms. Three (3) firms were shortlisted and subsequently provided oral presentations to the Selection Committee allowing for a Q & A session at the end of the presentations. After careful consideration, the Selection Committee determined that it was in the City's best interest to select the three firms and assign each firm with a sector of the City's debt based on the firm's experience, track record of success, and specialized segment of debt collection activity. Collection fees will vary by

vendor from 12.5 % to 15%, to be paid by the debtor.

Recommendation

The Financial Services Department seeks the approval and assignment of debt to the following firms:

LifeQuest Services dba Life Line Billing Systems, LLC: EMS Fees (collection fee - 15%)

RTR Financial Services: Parking Citations (collection fee - 15%)

Valley Collection Service, LLC: Utilities & Solid Waste/Recycling (collection fee - 12.5%)

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE RANKING AND AWARD OF REQUEST FOR PROPOSALS #21-03-JW FOR DEBT COLLECTION SERVICES; AUTHORIZING EXECUTION OF AGREEMENTS WITH THE TOP THREE RANKED FIRMS, LIFE LINE BILLING SYSTEMS, LLC DBA LIFEQUEST SERVICES, R.T.R FINANCIAL SERVICES, INC., AND VALLEY COLLECTION SERVICE, LLC, FOR THREE YEAR TERMS WITH TWO ADDITIONAL ONE YEAR RENEWAL TERMS; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) desires to enter into agreements for debt collection services (the “Services”); and

WHEREAS, the City issued Request for Proposals No. 21-03-JW for Debt Collection Services (the “RFP”); and

WHEREAS, the RFP was advertised in the legal notices section of the Sun Sentinel on February 26, 2021, and the notice was also sent to 105 prospective respondents via the e-Procurement Marketplace; and

WHEREAS, 23 firms viewed the RFP documents; and

WHEREAS, on March 24, 2021 at 3:00 p.m., the due date and time for the responses, the Purchasing and Contract Division (the “Division”) closed and unsealed the six proposals that were timely received, and reviewed the proposals to ensure they met the RFP requirements; and

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

WHEREAS, the evaluation meeting was held on April 8, 2021 to score the proposals based on the weighted criteria stated in the RFP; and

WHEREAS, following the initial ranking, the evaluation committee held oral presentations with the top three ranked firms; and

WHEREAS, following the presentations, the evaluation committee was unanimous in their decision to recommend award to the top three ranked firms: Life Line Billing Systems, LLC dba LifeQuest Services (“LifeQuest”), R.T.R. Financial Services, Inc. (“R.T.R”), and Valley Collection Service, LLC (“Valley”); and

WHEREAS, the evaluation committee recommends that the City Commission approve the ranking and award of the RFP to the top three ranked firms LifeQuest, R.T.R., and Valley,

and authorize execution of agreements with LifeQuest, R.T.R., and Valley for the provision of the Services for three year terms with two additional one year renewal options.

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 award of the RFP to LifeQuest, R.T.R., and Valley for the Services.

Section 3. The City Manager is hereby authorized to execute agreements with LifeQuest for EMS fees collection, R.T.R. for Parking Citation collection, and Valley for Utilities & Solid Waste and Recycling fees collection, consistent with the terms of the RFP, 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



Memorandum

TO: Stephanie Tinsley, Chief Financial Officer, Financial Services

FROM: Jeremin Worlds, Senior Buyer

THRU: Ivelsa Guzman, Purchasing Manager

DATE: May 27, 2021

RE: **Debt Collection Services, RFP #21-03-JW**

The Purchasing and Contract Administration Division issued a Request for Proposals for Debt Collection Services, RFP #21-03-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 RFP was advertised in the legal notices section of the Sun-Sentinel on February 26, 2021.
- The notice was also sent to one hundred five (105) prospective Offeror's via the e-Procurement Marketplace.
- One (1) Addendum were issued to make additions, deletions and changes to the RFP documents.
- Twenty-three (23) vendors viewed the documents of the RFP.
- On March 24, 2021 at 3:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed six (6) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the RFP requirements.
- Subsequently, each member of the Evaluation Committee assigned by the City Manager received their evaluation packages that consisted of: evaluation committee policies and procedures and the evaluation sheets.
- Each Evaluation Committee Member independently reviewed and scored the six (6) proposals in accordance with the weighted criteria stated in the RFP prior to the initial public Evaluation Committee meeting held on April 8, 2021 at 10:00 a.m. EST. The Evaluation Committee consisted of: Harvey Figueroa, Parking Supervisor, Financial Services; Faye Webster, Customer Service Rep Supervisor, Financial Services; Christina Kohta, Business Manager, Solid Waste and Recycling, Sustainable Management.

- The proposals were evaluated based on the following weighted criteria:

<u>Criteria</u>	<u>Weight</u>
History and Past Performance of the Firm	3
Experience with Government Collection Activities	3
Qualifications and Experience of Principals and Staff	2
Financial Stability	2
Proposed Cost and Fees/Commission	1

- The proposals were ranked (After Committee Members Independent Review) as follows:

Ranking Chart	Harvey Figueroa	Faye Webster	Christina Kohta	Total	Ranking
R.T.R. Financial Services	102 / ²	91 / ²	80 / ²	6	1
LifeQuest Services dba Life Line Billing Systems, LLC	104 / ¹	67 / ⁵	82 / ¹	7	2
Valley Collection Services, LLC	100 / ³	82 / ³	73 / ³	9	3
Nationwide Recovery Service	92 / ⁴	98 / ¹	72 / ⁴	9	4
General Revenue Corporation	75 / ⁵	69 / ⁴	69 / ⁶	15	5
Municipal Collection Services, Inc.	69 / ⁶	53 / ⁶	71 / ⁵	17	6

- None of the Proposers provided evidence for the Disadvantage Business Enterprise Program stated in the RFP documents.
- After Evaluation Committee Discussion of the Proposals, one evaluator changed their score.

Ranking Chart	Harvey Figueroa	Faye Webster	Christina Kohta	Total	Ranking
R.T.R. Financial Services	102 / ²	91 / ²	80 / ²	6	1
LifeQuest Services dba Life Line Billing Systems, LLC	104 / ¹	67 / ⁵	82 / ¹	7	2
Valley Collection Services, LLC	100 / ³	82 / ³	73 / ³	9	3
Nationwide Recovery Service	67 / ⁶	98 / ¹	72 / ⁴	11	4
General Revenue Corporation	75 / ⁴	69 / ⁴	69 / ⁶	14	5
Municipal Collection Services, Inc.	69 / ⁵	53 / ⁶	71 / ⁵	16	6

- Following the final initial ranking, Faye Webster made a recommended to conduct Oral Presentations/Interviews with the top three (3) ranked Proposers. This motion was seconded by the Committee. The Evaluation Committee was unanimous in their decision to conduct Oral Presentations/Interviews with the top (3) ranked Proposers.
- On May 4, 2021, Oral Presentations/Interviews were conducted as follows:

PROPOSER	TIME
Valley Collection Services, LLC	1:00 PM
LifeQuest Services dba Life Line Billing Systems, LLC	2:00 PM
R.T.R. Financial Services, Inc.	3:00 PM

- On May 4, 2021, following the Oral Presentations/Interviews an Evaluation Committee Meeting was held. The Evaluation Committee was provided the Final Evaluation Sheets (after Oral Presentations/Interviews) which was independently filled-out after their discussions.
- The proposals were evaluated based on the same weighted criteria as the initial Evaluation Committee meeting.
- The results of the final ranking (After Oral Presentations/Interviews) are in the following order:

Ranking Chart	Harvey Figueroa	Faye Webster	Christina Kohta	Total	Ranking
LifeQuest Services dba Life Line Billing Systems, LLC	104 / ¹	67 / ³	82 / ¹	5	1
R.T.R. Financial Services, Inc.	102 / ²	88 / ¹	77 / ³	6	2
Valley Collection Services, LLC	100 / ³	85 / ²	78 / ²	7	3

- None of the Proposers provided evidence for the Disadvantage Business Enterprise Program stated in the RFP documents.
- The evaluation committee concluded and was unanimous in their decision to make a recommendation to the City Commission to award the subject contracts to LifeQuest Services dba Life Line Billing Systems, LLC; R.T.R. Financial Services, Inc.; Valley Collection Services, LLC.
- Reference checks were conducted on LifeQuest Services dba Life Line Billing Systems, LLC R.T.R. Financial Services, Inc.; Valley Collection Services, LLC. and revealed positive ratings.
- Documentation related to this solicitation may be obtained by e-mailing sfrancis@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.
- The initial Contract term shall be for three (3) years with two (2) additional one (1) year optional renewal.

In summary, the Evaluation Committee is recommending approval of the top three (3) ranked Proposers LifeQuest Services dba Life Line Billing Systems, LLC; R.T.R. Financial Services, Inc.; Valley Collection Services, LLC.

Please use this memorandum and all attachments as your backup to the City Manager for the next available City Commission Meeting.

Att. Bid Tabulation Summary, Bid Summary, Scope of Service

c: Harvey Figueroa, Parking Supervisor, Financial Services

1	Delinquent Parking Citations, Issued After. (Collection Fee Percentage).				
	Supplier	QTY	Percentage	Extended	Supplier Notes
	Valley Collection Service LLC	1	12.5%		
	LifeQuest Services (Life Line Billing Systems, LLC)	1	15.0%		
	RTR Financial Services Inc.	1	15.0%		
	General Revenue Corporation	1	17.0%		
	Nationwide Recovery Service	1	17.0%		These fees are on accounts that are initially placed with NRS and no previous collection service.
	Municipal Collection Services, Inc.	1	28.0%		We can either work for 28%, or if 28% is added to the debt, we are essentially working for 21.88%. (\$28/\$128 = 21/88%)

2	Delinquent Parking Citations, Issued Prior to. (Collection Fee Percentage).				
	Supplier	QTY	Percentage	Extended	Supplier Notes
	Valley Collection Service LLC	1	12.5%		
	LifeQuest Services (Life Line Billing Systems, LLC)	1	15.0%		
	RTR Financial Services Inc.	1	15.0%		
	General Revenue Corporation	1	17.0%		
	Nationwide Recovery Service	1	25.0%		The assumption is these are accounts that were placed with a previous collection agency or law firm prior to placement with NRS. They are considered second placed accounts
	Municipal Collection Services, Inc.	1	28.0%		

3	Delinquent Ambulance Transport Fees, Billed Prior to. (Collection Fee Percentage).				
	Supplier	QTY	Percentage	Extended	Supplier Notes
	Valley Collection Service LLC	1	12.5%		
	LifeQuest Services (Life Line Billing Systems, LLC)	1	15.0%		
	RTR Financial Services Inc.	1	15.0%		
	General Revenue Corporation	1	17.0%		

			The assumption is these are accounts that were placed with a previous collection agency or with a law firm prior to placement with NRS. They are considered second placed accounts
Nationwide Recovery Service	1	25.0%	
Municipal Collection Services, Inc.	1	28.0%	

4	Delinquent Ambulance Transport Fees, Billed After. (Collection Fee Percentage).			
Supplier	QTY	Percentage	Extended	Supplier Notes
Valley Collection Service LLC	1	12.5%		
LifeQuest Services (Life Line Billing Systems, LLC)	1	15.0%		
RTR Financial Services Inc.	1	15.0%		
General Revenue Corporation	1	17.0%		
Nationwide Recovery Service	1	17.0%		These fees are on accounts that are initially placed with NRS and no previous collection service
Municipal Collection Services, Inc.	1	28.0%		

5	All other Delinquencies, including but not limited to Water Utility Accounts, Fire Inspection Fee. (Collection Fee Percentage).			
Supplier	QTY	Percentage	Extended	Supplier Notes
Valley Collection Service LLC	1	12.5%		
LifeQuest Services (Life Line Billing Systems, LLC)	1	15.0%		
RTR Financial Services Inc.	1	15.0%		
General Revenue Corporation	1	17.0%		
Nationwide Recovery Service	1	20.0%		
Municipal Collection Services, Inc.	1	28.0%		

Event Number	21-03-JW Addendum 1	Organization	City of Deerfield Beach
Event Title	Debt Collection Services	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach is seeking proposals for	Event Owner	Jeremin Worlds
Event Type	RFP	Email	jworlds@deerfield-beach.com
Issue Date	2/26/2021 11:00:01 AM (ET)	Phone	(954) 480-4415
Close Date	3/24/2021 03:00:00 PM (ET)	Fax	(954) 480-4388

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
General Revenue Corporation	Mason	OH	3/24/2021 02:23:13 PM (ET)	5	\$0.00
LifeQuest Services (Life Line Billi Wautoma		WI	3/24/2021 01:14:42 PM (ET)	5	\$0.00
Municipal Collection Services, InPalos Heights		IL	3/24/2021 02:08:37 PM (ET)	5	\$0.00
Nationwide Recovery Service	Marietta	GA	3/23/2021 09:10:36 AM (ET)	5	\$0.00
RTR Financial Services Inc.	Staten Island	NY	3/24/2021 01:56:55 PM (ET)	5	\$0.00
Valley Collection Service LLC	Glendale	AZ	3/23/2021 04:05:49 PM (ET)	5	\$0.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

SCOPE OF SERVICES

1. Purpose

It is the intent of the City of Deerfield Beach, Florida to award a contract to an established collection agency to provide consumer debt collection services by locating, contacting and securing payments from debtors of the City. These services shall maximize collections of authorized departmental delinquent accounts, thereby recovering the City of Deerfield Beach's revenues, using the most cost-effective methods and the highest professional standards. The debt collection services provided pursuant to this RFP, shall be available for all debts owed to City of Deerfield Beach. Debts may include, but are not limited to, parking citations, utilities, water & sewer charges, recycling, EMS, solid waste, medical collections, third party payments, fines, fees, licenses, permits, interest income, assessments, and any other type of receivable that is capable of being collected with the exception of revenues specifically governed by separate statutes such as revenues from taxes, investments, federal grants, Medicaid vendor overpayments and debts of cities and towns.

The Successful Proposer(s) shall maintain confidentiality of all documents and information provided by the City, except as to disclosure required by State and Federal laws and regulations.

2. Requirements

The Successful Proposer(s) shall provide the following services:

- Perform all necessary services on the City's behalf in order to obtain collection of amounts due to the City on accounts submitted to the collection agency.
- Collection activities, which include, but are not limited to, telephone contact, mail correspondence, skip tracing, credit bureau reporting, and vehicle registration hold.
- Provide monthly reports to the City, detailed for each City department (e.g., Parking, Utilities, EMS, solid waste, etc.).
- Acknowledgement of new accounts submitted
- Provide monthly status of all accounts submitted including accounts no longer being pursued and the reason why.
- Identify, semi-annually, performance gaps through internal audits and share findings with the City, including recommendations to improve collection results.
- Provide list of active accounts, on a monthly basis, showing the amount submitted, amount paid in the current period (30 days), amount paid to date, balance remaining on the account, and amount of commission resulting from any current payment.
- Provide summary report detailing by year the number of accounts and amounts placed in collection, average amount of account in collection, collection payments received to date, percentage of collection, and commission to date.
- Remit the amount due to the City resulting from payments made directly to the agency by the 15th of each month.
- Return to the City, at no charge or billed commission, any account that was placed in error, or any account previously submitted but requested returned by the City for City and/or legal follow up and collection.
- Only upon approval by the City's Director of Finance will the agency pursue legal action for collection.

- Establish internal computer systems to accept and communicate with all City computer systems to provide acceptance and information of City and Parking Enforcement's file transmissions.
- Accept any account submitted by the City regardless of account amount or age of receivable.
- Immediately notify the City of any file transmission error or system interruption, and verify to the City receipt of the completed file transmission.
- Provide a primary and secondary contact to the City for daily operational issues.
- Meet with the City at least semi-annually to coincide with their internal audits.

This RFP may result in multiple awards to qualified proposers and from a qualified suppliers list of proposers who will participate in the Contract(s) and will provide department collection services to any authorized agency of the City of Deerfield Beach.

3. Records

The Successful Proposer must maintain a complete, separate, and detailed record of each account (using the City's account, citation, or case number), including all collection actions taken for related transactions and communications, for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of the contract or after the termination of the collection action for each account, whichever is later. The Successful Proposer shall grant the City access to these records for inspection purposes during reasonable business hours for three (3) years after expiration of the contract.

The Successful Proposer shall employ a Certified Public Accounting firm to perform an annual financial audit of the Successful Proposer. A copy of the audit report along with any management letters or auditor comments that are relevant to the Successful Proposer's fiscal/management practices affecting or having the potential to affect the performance of services described in this RFP and resulting contract shall be sent to the Director of Finance on an annual basis for each year that is covered by the contract.

4. Referrals

The Successful Proposer shall accept referrals from the City only through the Director of Finance or designee. The Successful Proposer shall not have full rights to the accounts and shall only be able to pursue collections on behalf of the City. The City will provide copies of documentation as required by Successful Proposer to respond to debtors' requests. The City will make every effort to provide all pertinent information to the Successful Proposer through the account referral data in a format approved by the City.

The Successful Proposer shall allow for installment payment agreements and place a statement on all collection notices to this effect. The Director of Finance shall set parameters in which the Successful Proposer may accept a payment agreement without permission of the City.

The Successful Proposer shall not have the authority to accept a compromise settlement on any account without written consent of the Director of Finance. This consent may be accomplished by setting parameters in which the Successful Proposer may accept a settlement without permission.

5. Collection Fees/Costs

For all accounts referred by the City, unless otherwise instructed by the Director of Finance, the Successful Proposer's fee shall be added by the Successful Proposer to the principal amount of the debt to be collected by the Successful Proposer from the debtor. The Successful Proposer shall retain the collection fee prior to remitting the principal amount to the City and report the amounts with each transmittal of collections to the Director of Finance.

Should there be any changes in laws or City policy that allows for a different method of recovering collections, the Successful Proposer shall, upon instruction from the Director of Finance and after execution of an amendment to the contract, modify its methods accordingly.

If an account is reduced or cancelled by the City, no collection fee will be due to the Successful Proposer for the amount so reduced or cancelled or as otherwise stated in the contract.

If a bankruptcy court discharges the Successful Proposer's fee, the Successful Proposer shall be entitled to a percentage equal to the Successful Proposer's fee of the non-dischargeable debt collected. The Successful Proposer shall deduct this amount prior to remitting the remaining principal amount to the City and report the amounts with each transmittal of collections to the Director of Finance.

6. Reporting to Credit Bureaus

The Successful Proposer shall report all uncollected accounts to the major credit bureaus. Such reporting must be in accordance with all applicable Federal and state laws including but not limited to, the Fair Debt Collection Practices Act, Federal Equal Credit Opportunity Act, Regulations and the Consumer Credit Protection Act, as now in effect or as amended. The Successful Proposer shall not report accounts to the credit bureaus until the Successful Proposer has worked the account for sixty (60) days. At the request of the Director of Finance, the Successful Proposer shall remove an account notification from all affected bureaus and provide a copy of that notification to the Director of Finance. In accordance with the Fair Credit Reporting Act, the City requires that accounts be cancelled from each credit bureau upon request of the Director of Finance.

7. Disputed Accounts

- The Successful Proposer shall accept and process all written disputes in compliance with all federal and state laws. The City will work with the Successful Proposer to validate the debt.
- The Successful Proposer may not assign or subcontract any portion of its contract with the City without the written consent of the City.
- A minimum amount may be set by the City for credit bureau reporting.

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City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-781

Agenda Date: 7/20/2021

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Amendment to the Agreement with the State of Florida, Division of Emergency Management, for the implementation and administration of the Hurricane Loss Mitigation Program Grant for fiscal year 2020-2021; authorizing execution of the Amendment, extending the term through December 31, 2021; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In June 2020, the City of Deerfield Beach applied for the Hurricane Loss Mitigation Program ("HLMP"), a competitive grant through the State of Florida, Division of Emergency Management ("FDEM"). The City was notified in August of 2020 that the City was awarded \$194,000 (the "Funds").

The HLMP is designed to assist with the preservation of existing housing stock by facilitating the rehabilitation of properties with retrofits needed for wind mitigation. The funding can be used for the following improvements:

- Replacement of roof sheathing;
- Replacement of roof covering;
- Strengthening of roof deck attachment;
- Installation of secondary water barrier;
- Installation of window and door opening protection;
- Installation of hurricane resistant windows and doors;
- Brace bottom chord gable end; and
- Anchoring of wall or floor units to the foundation.

On November 18, 2020, the City entered into grant contract B0085 for the Funds (the "Agreement"), which commenced upon execution of both parties and expired on June 30, 2021. The Funds are being used in conjunction with the existing Homeownership Rehabilitation Program currently funded by Community Development Block Grant ("CDBG"), State Housing Initiative Partnership ("SHIP") and Home Investment Partnership ("HOME") grants.

Current Activity

The City requested a modification to grant agreement B0085 in June 2021, to extend the project end date from June 30, 2021 to December 31, 2021 due to project delays caused by the coronavirus (COVID-19) pandemic. Of the 7 households being assisted with HLMP funds three are in permitting stage, three households are in construction phase, and one application is in the income certification stage.

FDEM has agreed to extend the Agreement end date until December 31, 2021. Staff is confident all projects will be completed before the new end date.

Recommendation

Staff recommends that the City Commission approve the Amendment to the Agreement between the City of Deerfield Beach and the State of Florida, Division of Emergency Management for the Funds.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE AGREEMENT WITH THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT, FOR THE IMPLEMENTATION AND ADMINISTRATION OF THE HURRICANE LOSS MITIGATION PROGRAM GRANT FOR FISCAL YEAR 2020-2021; AUTHORIZING EXECUTION OF THE AMENDMENT EXTENDING THE TERM THROUGH DECEMBER 31, 2021; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in June 2020, the City of Deerfield Beach (the “City”) applied for the Hurricane Loss Mitigation Program (the “Program”) grant, a competitive grant program administered through the State of Florida Division of Emergency Management (“FDEM”); and

WHEREAS, the Program assists in the preservation of existing housing stock by facilitating the retrofits needed for wind mitigation; and

WHEREAS, the City was awarded \$194,000 from the Program to assist approximately seven households within the City (the “Grant”); and

WHEREAS, on November 18, 2020, the City and FDEM entered into an agreement for the Grant for Fiscal Year 2020-2021 (the “Agreement”), with the Agreement set to expire on June 30, 2021; and

WHEREAS, due to project delays caused by the COVID-19 pandemic, the City requested an extension of the Agreement from June 30, 2021 to December 31, 2021; and

WHEREAS, FDEM approved the City’s request for extension of the Agreement; and

WHEREAS, City staff recommends approving and authorizing execution of an amendment with FDEM, attached as Exhibit “A,” to extend the end date of the Agreement to December 31, 2021 (the “Amendment”).

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 Amendment to the Agreement with FDEM, attached as Exhibit “A,” to extend the end date of the Agreement to December 31, 2021.

Section 3. The City Commission hereby authorizes the City Manager to execute the Amendment with FDEM, 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

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Deerfield Beach
PROJECT #:	DEM-HL00043
PROJECT TITLE:	Hurricane Loss Mitigation Program-Mitigation Retrofit
CONTRACT #:	B0085
MODIFICATION #:	1

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Jonathan Salas, Community Development Supervisor 150 NE 2 nd Ave. Deerfield Beach, FL 33441

Enclosed is your copy of the proposed contract/modification between **City of Deerfield Beach** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☐	This form is required to be included with all Reviews, Approvals, and Submittal
☐	Signed electronic copy
☐	Reviewed and Approved
☐	Signed and Dated by Official Representative
☐	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) completed, signed, and dated
	☒ N/A for Modifications or State Funded Agreements
☐	Electronic Submittal to the Grant Specialist Jenna Hayth on

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4515 or email me at Misael.Lugo@em.myflorida.com.

Contract Number: B0085
Project Number: DEM-HL00043

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
CITY OF DEERFIELD BEACH**

This Modification Number One made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and City of Deerfield Beach ("the Sub-Recipient") to modify Contract Number B0085, dated, November 18, 2020 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hurricane Loss Mitigation Program of \$194,000.00, in State Funds; and

WHEREAS, the Division and the Sub-Recipient desire to modify the Agreement; and

WHEREAS, the Agreement expired on June 30, 2021; and

WHEREAS, the Division and the Sub-Recipient desire to reinstate and extend the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.
2. Paragraph 7 of the Agreement is hereby amended to read as follows:

(7) PERIOD OF AGREEMENT

This Agreement shall begin November 18, 2020 and shall end December 31, 2021, unless terminated earlier in accordance with the provisions of Paragraph (16) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

6. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: _City of Deerfield Beach_____

By:_____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By:_____

Name and Title: Kevin Guthrie, Director

Date: _____

EXHIBIT “A” SCOPE OF WORK AND BUDGET

HISTORICAL BACKGROUND

In 1993, the Legislature created the Florida Hurricane Catastrophe Fund (“Cat Fund”). Codified in section 215.555, Florida Statutes, the Cat Fund: (1) provides a form of reinsurance for residential property insurers; and, (2) authorizes the expenditure of certain moneys to support programs that mitigate hurricane losses.

Section 215.555 requires that each insurance company pay premiums into the Cat Fund; those premiums are calculated based on actual catastrophic exposure. Initially, the Cat Fund collected from both “Participants” and “Non-Participants.” The term “Participants” refers to insurers who provide residential policies and small business commercial policies covering structures and contents; the term “Non-Participants” refers to insurers who provide property and casualty coverage. The latter is broader than the former; and, the former falls under the broader category of the latter. In other words, “Non-Participant” coverage includes “Participant” coverage; but, “Non-Participant” coverage also includes other types of insurance.

The State Board of Administration oversees the Cat Fund, which qualifies as a trust fund under state law.

In 1994, the Internal Revenue Service (“IRS”) issued a letter addressing the status of the Cat Fund for Federal income tax purposes. Recognizing that Participant contributions to the Cat Fund make the Fund look like a taxable, reinsurance program, the IRS nonetheless concluded that revenue earned by the Cat Fund qualifies as tax-exempt. In reaching this conclusion, the IRS focused on two, key components of the program: (1) the Non-Participant contributions; and, (2) the fact that the “State will appropriate moneys from the Fund each year and expend such moneys for specified purposes which are unrelated to its obligations under the Contracts.” Thus, in finding the Cat Fund tax exempt, the IRS relied at least in part on the mandatory use of some Cat Fund moneys for the public purpose of hurricane loss mitigation.

For fiscal year 1997-1998, the Legislature appropriated the \$10 million from the Cat Fund and split that appropriation into three categories: \$4.1 million to match grants from the Federal Emergency Management Agency; \$3.1 million going to the Residential Construction Mitigation Program under the Department of Community Affairs; and, \$2.8 million for sand dune restoration.

Citing policy considerations, Governor Chiles vetoed the \$2.8 million appropriation for sand dune restoration. In his veto message, Governor Chiles stated that “[f]unding of these projects from these funds would set the wrong precedent; these funds should be for the purpose of enhancing residential mitigation.”

Despite the IRS’ reliance on Florida’s assertion that it would annually appropriate at least \$10 million in Cat Fund moneys for hurricane loss mitigation programs, Governor Chiles’ decision to veto the sand dune appropriation reduced that year’s overall mitigation appropriation down to \$7.2 million.

In 1999, the Florida Legislature passed the “Bill Williams Residential Safety and Preparedness Act” (“the Act”). With an effective date of July 1, 2000, the Act created the Hurricane Loss Mitigation Program (“HLMP”) as outlined in section 215.559, Florida Statutes.

The House of Representatives staff analysis describes the purpose of the Act as follows: “This bill creates the Hurricane Loss Mitigation Clearing Trust Fund (“HLMCTF”) to receive transfers from the Florida Hurricane Catastrophe Fund (“Cat Fund”) to provide funding for hurricane mitigation programs.” Addressing the concern that another line item veto could threaten the tax exempt status of the Cat Fund, the analysis goes on to state: “The creation of the HLMCTF assures that the \$10 million will be appropriated from the Cat Fund, thus making it less likely that a line item veto will jeopardize the tax exempt status of the Cat Fund.”

PRESENT SITUATION

Currently, the Legislature annually appropriates \$10 million from the Florida Hurricane Catastrophe Fund to the Florida Division of Emergency Management (“Division”) for the Division to administer the HLMP. By statute, that \$10 million is allocated as follows:

- \$3.5 million “to improve the wind resistance of residences and mobile homes, including loans, subsidies, grants, demonstration projects, and direct assistance; educating persons concerning the Florida Building Code cooperative programs with local governments and the Federal Government; and other efforts to prevent or reduce losses or reduce the cost of rebuilding after a disaster.”
- \$3 million “to retrofit existing facilities used as public hurricane shelters”
- \$2.8 million “to inspect and improve tie-downs for mobile homes”
- \$700,000 “to the Florida International University center dedicated to hurricane research”

Previously, the Division allocated \$3.5 million for the Residential Construction Mitigation Program (“RCMP”), which provided grant funding to governmental entities, and nonprofit organizations as a means to improve the resiliency of residential structures within their communities. The RCMP utilized a benefit-cost analysis (BCA) for each of the submitted projects in order to determine whether the mitigation retrofits were cost-effective.

Presently, the Division expanded the \$3.5 million HLMP appropriation beyond the original scope of the RCMP, which excluded non-residential structures. The Division allocates \$3.5 million for any construction mitigation efforts that will “prevent or reduce losses or reduce the cost of rebuilding after a disaster” – provided that the construction:

- Involves a structure; and,
- Does not supplant any other mitigation grant program funded by or through the Division.

The Recipient will provide mitigation retrofit improvements as identified in RFP-DEM-19-20-038 on as many qualified structures as possible during the period of performance for this Agreement and within the awarded amount. The Division of Emergency Management’s (Division) Project Information Sheet (PIS) will be the controlling document that monitors expenditures for the approved mitigation properties.

All structures shall be located in the geographical boundaries of the State of Florida and be approved by the Division. The Recipient shall focus on a comprehensive approach that ties together all aspects of mitigation.

The Recipient shall be responsible for the implementation, management, coordination, and facilitation of all aspects related to the mitigation retrofit projects approved under this RFP.

The intent of the program is to mitigate a structure comprehensively. Comprehensive mitigation takes into account as many facets of mitigation as can be achieved given the Recipient’s budget for an identified structure. Where a comprehensive approach cannot be implemented, the

Recipient must clearly justify (i.e., structure has already been partially mitigated or structure does not otherwise require certain measures) the reasons for the deviation. All awarded funds must be directly related to mitigation improvements.

The Division will conduct a benefit-cost analysis (BCA) for each of the submitted properties to determine if the mitigation retrofits are cost-effective. The BCA results in a numerical ratio expression of the cost-effectiveness of a mitigation project and is calculated as: total project mitigation benefits divided by total project mitigation costs. A project with a BCA ratio of one or greater has more benefits than costs and is therefore considered cost-effective. Some of the submitted properties may receive a BCA ratio of less than one (1). However, if the combined BCA ratio for the submitted group of properties is equal to one (1) or greater the group of properties may be approved. Specific properties may be added or withdrawn if necessary in order to achieve a combined BCA of one (1) or greater. The Division will prioritize projects with the highest BCA ratio over projects with a lower BCA ratio.

Upon the Recipient receiving a BCA score of (1) or greater, the Division will alert the Recipient to begin construction. **It is important to note that no construction shall be started prior to the Division's approval of the mitigation improvements.**

The HLMP grant is a reimbursable grant. Therefore, no Pre-award costs are authorized. Further, the Recipient should secure funding in order to ensure maximum performance. The Division expects that each Recipient will fully spend their awarded grant amount. The Division retains the right to review Recipient performance and take corrective action at any time. The following Tasks and Deliverables will be achieved in order for the Recipient to be reimbursed.

Task 1 (Identification and inspection): The Recipient shall identify structures for possible mitigation improvements. Then, the Recipient shall conduct a comprehensive mitigation inspection of all identified structures. The mitigation inspection shall be performed by a state certified mitigation inspector or local building official. The inspector shall identify any previous mitigation improvements as well as any mitigation deficiencies. The inspection shall be completed using the state standard "Uniform Mitigation Verification Inspection Form". The inspector shall further ensure that all necessary information is given to the Recipient (i.e. measurements, counts, and applicable notes). Additionally, the inspector shall provide the following information in addition to the Uniform Mitigation Verification Inspection Form:

- a) An opinion on whether the structure can be retrofitted to effectively improve structural survivability;
- b) An estimate of the roof square footage;
- c) An estimate of the square footage of windows and doors;
- d) An indication whether the home has gable end reinforcement;
- e) A statement detailing any additional mitigation needs (such as vent strengthening, fascia or soffit repair, etc.).

Task 2 (Scope of work development): The Recipient shall develop a Scope of Work (SOW) for each project approved by the Division. The SOW shall be based on all the mitigation retrofit measures identified on the Uniform Mitigation Verification Inspection Form and approved by the Division. If required by the local building official, certified drawings will be developed for mitigation improvements and approved by a State of Florida Registered Professional Engineer or Florida Registered Architect as required. The Recipient shall select a Qualified, Licensed Florida Contractor in accordance with the Recipient's procurement policy.

Task 3 (Submission of the PIS): The Recipient shall submit to the Division a PIS for each structure identified for possible mitigation retrofits. The Recipient will provide all the requested

information for each structure, to include color photographs. Cost estimates for each project component must be provided by the selected contractor. The electronic PIS will be provided to the Recipient by the Division. The original document should not be altered in any way. As part of the submission, the Recipient shall identify whether:

- a) the structure is on grade or not;
- b) any unpermitted work has occurred at the structure; and,
- c) if any outstanding liens or judgments are attached to the structure or its underlying property.

Task 4 (Construction): Upon completion and approval of Tasks 1 through 3 by the Division, the construction phase shall commence. The Recipient, or its Subcontractors, shall complete all mitigation retrofit measures as approved by the Division that have been identified on the PIS. The minimum level of required service includes, but is not limited to the completion of all or some of the mitigation retrofit measures identified the PIS. All construction work shall be completed by a Qualified and Licensed, Florida Contractor.

Task 5 (Final inspection): Upon completion of the mitigation retrofit improvements, a post inspection must be performed by the Recipient and a member of the Division's Technical Unit to ensure that all activities on the scope of work have been properly completed in compliance with issued building permits, as well as, any and all applicable Florida Building Codes, local building codes, industry standards and Manufacturer's Specifications.

Requests for reimbursement: During the course of the Fiscal Year, the Recipient is required to submit, at a minimum quarterly, Request for Reimbursements (RFR). The recipient is required to submit a quarterly report on the progress of the overall project. The quarterly report is due no later than 15 calendar days past the end of the quarter (see table 1). Documentation is required to support each RFR, Examples of supporting documentation are provided below for both construction expenses and project management expenses. In some cases, all the mitigation retrofit improvements may not be fully completed; however, a partial reimbursement request may be submitted. Additional documentation in the form of an Affidavit signed by the project manager attesting to the completion of the work identified in RFR is required.

Construction expenses: The Recipient will pre-audit bills, invoices, and/or charges submitted by the subcontractors and pay the subcontractors for approved bills, invoices, and/or charges. Recipient will submit Reimbursement Requests (Attachment D) to the Division with copies of Subcontractor's bills, invoices, and/or charges and Proof-of-Payment by the Recipient in the form of cancelled checks, payroll records, electronic payment verification, etc. The Recipient shall ensure that the Contractor's Invoice clearly identifies each mitigation item installed.

Project management expenses: The Recipient shall provide source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits must be clearly shown.

DELIVERABLES:

Deliverable 1 (Identification and inspection): The Recipient will provide to the Division a copy of the Uniform Mitigation Verification Inspection Form and any additional information provided by the certified mitigation inspector or building official.

Due Date: Initial PIS are due within one hundred and twenty (120) days of the contract execution date. Projects and properties may be added and removed through August 31, 2021.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management expenses (Not to exceed \$15,000) and expenses associated with project identification, plan development, and inspection services.

Deliverable 2 (Scope of work development): Based on the work described in Task 3, the Recipient shall submit, in an electronic format, a spreadsheet that contains the following information:

- a) Recipient Name and HLMP Project Number;
- b) Property Owner's Name;
- c) Selected Contractor's Name and date of Contractor selection for each mitigation measure;
- d) Detailed description of mitigation activities to be implemented on each structure that includes unit count, measurements, material and labor costs; and,
- e) Florida Product Approval Code for each mitigation product to be installed.

Due Date: Within fourteen (14) days of Contractor selection.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management expenses (Not to exceed \$15,000) associated with the approved Project's SOW, bidding process, or Contractor selection and creation of detailed spreadsheet.

Deliverable 3 (Submission of the PIS): Based on the work described in Tasks 1 and 2, the Recipient shall submit, in an electronic format, the completed Initial PIS. All the requested information identified by the PIS is required and shall be provided, including multiple color photographs provided in digital format. The color photographs may be sent by email, one structure per email, or via the Division's File Transfer Protocol (FTP) site. The HLMP Project Number and property owner name must be in the subject line of an email. In the FTP method, each property shall be in a separate file. The file names need to be short but identifiable. File names such as last name and address number (jones1234), or recipient's tracking number on the PIS. Approval of individual properties will be based on a combined BCA ratio.

Due Date: Initial PIS is due within one hundred and twenty (120) days of the final contract execution date. Recipient requested addition or deletion of properties is due by August 31, 2021.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management expenses (Not to exceed \$15,000) and Construction Expenses associated with project identification, plan development, completion, and submission of the initial Division's PIS.

Deliverable 4 (Construction): Based on the work described in Task 4, the Recipient shall provide a Request for Reimbursement (RFR) Package that includes the following information:

- a) Recipient's Invoice, to include;
 - The Period of Performance;
 - A breakdown of material and labor cost;
 - Description of Work Performed; and,

- Payment amount requested for reimbursement.

b) Request for Reimbursement; (Attachment D)

- Signed and dated Summary Page with relevant Detail Pages;
- Sub-Contractor's Invoice:
 - a. Sub-Contractor Name;
 - b. Property owner name and address;
 - c. Date work performed;
 - d. Exact mitigation measure completed; and,
 - e. Amount requested for each mitigation measure,
- Copies of Canceled Checks or Electronic Funds Payment Verification;
- Quarterly Report; and,
- Affidavit of Partial Competition (if applicable).

Due Date: Deliverable 4, is due on a regular basis, but shall be submitted at least quarterly, starting with the first quarter after the final Agreement execution date and every quarter thereafter. It shall include the quarterly report. The quarterly submission is due fifteen (15) calendar days after the close of the quarter.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management expenses (Not to exceed \$15,000) and Construction Expenses associated with all the mitigation retrofit improvements. The mitigation retrofit improvements may not be fully completed; however, a partial reimbursement request may be submitted.

Deliverable 5 (Final inspection): Based on the work described in Task 5, the Recipient shall provide a Final Close-Out Package digital media device that will include the following:

- a) Request for Final Inspection, which may be sent ahead of the storage device to expedite scheduling of final inspection, on agency/company letter head identifying the HLMP Project number, contract number and must include the following statements:
 - The project is 100% complete;
 - Scope of Work for each structure has been completed; and,
 - All relevant building Codes and Standards have been satisfied.
- b) A digital media device that contains electronic folders for each individual property. The folders must have PDF formatted documents for each of the following:
 - Approved PIS;
 - Scope of Work;
 - Color Photographs, in digital format, documenting mitigation work (pre and post);
 - Building Permit;
 - Post-Inspection Reports/Certificates of Completion for each structure;
 - Florida Approved Product Codes, Miami-Dade Approval Codes, Notice of Acceptance/Product Approvals; and,
 - All applicable Lien Waivers.
- c) An Electronic Spreadsheet to include;
 - Homeowner's Name;
 - Homeowner's Address;

- Pre and Post Inspection Dates;
- Retrofit Measures Completed; and,
- Retrofit Cost;

Due Date: A request for closeout is to be received by the Division on or before December 15, 2021.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management Expenses and Construction Expenses associated with Final Closeout preparation, final inspections, and any additional mitigation performed as required by final inspection. The **“Final Reimbursement Request”** must be submitted by February 15, 2022.

Financial Consequences: If the recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- Temporarily withhold cash payments pending correction of the deficiency by the recipient;
- Disallow all or part of the cost of the activity or action not in compliance;
- Wholly or partly suspend or terminate the current award for the recipient;
- Withhold further awards for the program; or,
- Take other remedies that may be legally available.

Key Deliverable Dates: The key deliverable dates are designed to aid the Recipient in fully expending the awarded grant funding. The Division will monitor the Recipient’s performance by using the following dates as markers. Should the Recipient fall off this schedule, the Division will reach out to the Recipient and work towards an appropriate correction. The Division retains the right to review all Recipients for performance. Further, should the Recipient need additional time, the Recipient need only to demonstrate a work plan to the Division. These dates assume blue sky conditions throughout the life of the grant. Should the Division or the Recipient be impacted by disaster, event, or incident, the deliverable dates would be altered.

KEY ACTIVITY	DUE DATE	COMMENT
Deliverable 1: Identification and Inspection	No later than 45 days post contract execution.	Additional structures may be considered for mitigation until August 31, 2021.
Deliverable 2: Scope of Work Development	No later than 14 business days after vendor selection.	
Deliverable 3: Submission of the PIS	No later than 120 days post contract execution.	
Deliverable 4: Construction	To be completed by December 1, 2021.	Completion of all mitigation retrofit work.
Deliverable 4: Final Invoice	No later than February 15, 2022.	Cannot be released until the Division receives recommendation to close out the project by the Technical Unit.

Deliverable 5: Final Inspection	No later than December 15, 2021.	
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Budget: The Budget is designed to account for HLMP Awarded Funds. Each invoice and request for reimbursement should clearly identify the amount of HLMP funds requested and provide supporting documentation.

This is HLMP Project Number DEM-HL00043, City of Deerfield Beach. The Period of Performance for this project shall start upon contract execution and ends December 31, 2021.

EXPENDITURE CATEGORIES	AWARD
Salary & Benefits	
Other Personnel / Contractual Services	
Project Management Expenses	\$15,000
Construction Expenses	\$179,000
Totals	\$194,000



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-792

Agenda Date: 7/20/2021

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 a Homeowner Rehabilitation Grant in an amount not to exceed \$50,848.80 to Nancy Krakowski; ratifying the purchase of replacement electrical panels in the amount of \$2,850.00; 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

Nancy Krakowski (1612 SW 23rd Terrace, Deerfield Beach, FL 33442) contacted the City's Consultant, Deerfield Beach Family Empowerment, Inc. ("DBFE"), for assistance through the City's Homeowner Rehabilitation Program (the "Program"). An income certification was completed, which deemed Ms. Krakowski eligible for the Program. A bid for the project was requested from a pool of pre-qualified and approved City contractors under Memorandum of Understanding (the "MOU") for General Contractors for Federal, State Funded Housing and Legislative and Community Affairs Programs, RFP #21-04-PC. The lowest responsive bid received was from Stacy Bomar Construction, LLC ("Stacy Bomar"), with a bid of \$52,892.00. This amount exceeded the City's maximum allowed. Therefore, the work specification was reviewed and items were removed from the scope of services to meet the maximum assistance of \$50,000.00.

After the scope of work was revised, the final amount of the work to be completed was \$44,992.00. This amount excludes a soft cost of \$7,604.04 for title search, appraisal, home inspections, led inspection, initial pre-mold and post mold inspection filings, and consultant direct services.

The replacement of existing electrical interior and exterior panel boxes were excluded from the work specifications.

Current Activity

When DBFE Staff requested an inspection of the current electrical panels, the City's Electrical Inspector for Building Codes Services discovered there were three recalls on the interior and exterior panel boxes manufactured by Cutler-Hammer Electrical Company in 1988, 1994, and in 2014 respectively. The recalls stated the panel boxes had the potential to become fire hazards. Stacy Bomar, the original contractor of the project was contacted to replace the electrical panels. Stacy

Bomar quoted \$7,900.00. Staff explained to Stacy Bomar that project is over budget, Stacy Bomar indicated the price is final to replace the electrical panels. Three quotes were provided by licensed electricians to replace electrical panels and the lowest quote received was \$2,850.00.

Given this unforeseen discovery, City staff and DBFE recognize the importance of replacing the interior and exterior electrical panels at 1612 SW 23rd Terrace, Deerfield Beach, FL 33442 immediately. Therefore, staff's recommendation is to authorize the replacement of these electrical panels.

Item	Cost
Initial Construction Cost	\$44,992.00
Soft Cost	\$3,006.80
Additional Rehabilitation	\$2,850.00
Total Construction Cost	\$50,848.80
Direct Services/Consultant	\$4,597.24
Total Project Cost	\$55,446.04

Section 38-133(2)(f) of the City Code provides that award of projects under the Program exceed \$50,000 require City Commission approval. The \$50,000 threshold is for construction costs, and does not include the direct services/consultant costs.

The replacement of the electrical panels will bring the project price to exceed \$50,000. To prevent a life safety issue, the City has authorized the purchase of the additional work for the electrical panels and is seeking City Commission ratification.

Recommendation

In summary, the additional work required for this project is considered an emergency and exceeds the maximum allowed for the Homeowner Rehabilitation program. Section 38-133(2)(f) of the City Code requires the City Commission's approval for projects exceed \$50,000.00. Staff is requesting City Commission approval of the grant award and ratification for the additional repairs. Total project construction cost is \$50,848.80, plus the direct services/consultant cost of \$4,597.24.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF A HOMEOWNER REHABILITATION GRANT IN AN AMOUNT NOT TO EXCEED \$50,848.80 TO NANCY KRAKOWSKI; RATIFYING THE PURCHASE OF REPLACEMENT ELECTRICAL PANELS IN THE AMOUNT OF \$2,850.00; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City is a recipient of HOME Investment Partnership Program (“HOME”) funds and uses those funds as part of its Homeowner Rehabilitation Program (the “Program”); and

WHEREAS, Nancy Krakowski contacted the City's Consultant, Deerfield Beach Family Empowerment , Inc. (“DBFE”), for assistance through the Program for the property located at 1612 SW 23rd Terrace, Deerfield Beach, FL 33442 (the “Property”); and

WHEREAS, after a competitive solicitation for the rehabilitation work was conducted and the scope of work was adjusted, the total cost for the work was established at \$44,992.00, plus the a soft cost of \$3,006.80 for title search, appraisal, home inspections, led inspection, initial pre-mold and post mold inspection filings; and

WHEREAS, during an inspection, the City’s electrical inspector discovered there were three recalls on the interior and exterior panel boxes manufactured at the Property, and the recalls stated that the panel boxes had the potential to become fire hazards; and

WHEREAS, staff sought three quotes from licensed electricians to replace the interior and exterior electric panels, with the lowest quote being \$2,850.00; and

WHEREAS, the replacement of the electrical panels will cause the project total to exceed \$50,000; and

WHEREAS, Section 38-133(2)(f) of the City Code requires City Commission approval for projects under the Program over \$50,000; and

WHEREAS, to prevent a life safety issue, staff authorized the \$2,850.00 purchase of the additional work for the electrical panels (the “Electrical Panel Purchase”) and is seeking City Commission ratification of such approval; and

WHEREAS, City staff recommends approving the award of the Program grant assistance in an amount not to exceed \$50,848.80 to Nancy Krakowski and ratifying the Electrical Panel 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 award of the Program grant in an amount not to exceed \$50,848.80 to Nancy Krakowski.

Section 3. The Electrical Panel Purchase in the amount of \$2,850.00 is hereby ratified and approved.

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

Caribbean Electrical Contractors, Inc. EC#13-004299

6221 SW 14 St
Plantation, FL 33317
(954) 371-5822

MIKE@CARIBBEANELECTRICAL.COM

http://www.caribbeanelectrical.com

Estimate

Caribbean Electrical Contractors, Inc.

ADDRESS

Deerfield Beach Family Empowerment
City of Deerfield Beach

SHIP TO

Deerfield Beach Family Empowerment
Nancy Krakowski
1612 SW 23 Terrace
Deerfield Beach FL 33442

ESTIMATE #	DATE	
899	03/30/2021	

ACTIVITY	QTY	RATE	AMOUNT
Sales Scope of Work: Replace existing 150 amp Interior Electrical Panel Replace existing 150 amp Main Disconnect New Dedicated Circuit for Kitchen INCLUDED: Pull permit with the city Permit Fee Install New Panel Interior Install New Exterior Disconnect Install New Breakers Coordination with FPL Inspections with the City Manufacturer Warranty- 5 Year from first use Labor Warranty- 3 Year Labor from first use EXCLUDED: Paint or Finished Patch of drywall if needed Any Changes to the above Scope of Work	1	2,850.00	2,850.00

TOTAL

\$2,850.00

Accepted By

Accepted Date

BID TABULATION ANNOUNCEMENT

CONTRACTOR AWARDED BID:

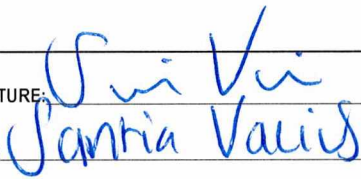
Property Address: 1612 SW 23rd Terrace, Deerfield Beach, FL 33442

ITEM #	PERFECT CONNECTION	CARIBBEAN ELECTRIC	EWI					TOTAL	AVERAGE	INSPECTOR	WINNING BID
1	\$3,200	\$2,850						\$6,050	\$3,025		\$2,850
2											
3											
4											
5											
6											
7											
8											
9											
10											
TOTAL	\$3,200	\$2,850	\$0					\$ 6,050.00	\$ 3,025.00	\$0.00	\$2,850

COMMENTS

1. Caribbean Electric is the lowest and most responsive bidder
2. EWI did not bid.

	LOWEST BID
	NON RESPONSIVE
	INSPECTOR
	WINNING BID

DBHA STAFF SIGNATURE: DBHA STAFF PRINT: Patricia Valois

VERIFIED BY SIGNATURE: _____

VERIFIED BY PRINT: _____



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-794

Agenda Date: 7/20/2021

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to the Grant Agreement with the Deerfield Beach Historical Society for the Community Participation Grant; authorizing execution of the Amendment; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In FY 21, the Deerfield Beach Historical Society was awarded a grant in the amount of \$16,000 (the "Grant") through the City of Deerfield Beach Community Participation Grant Program, which was established to provide financial resources to non-profit organizations that assists the City in serving a valid public purpose. The grant is competitive, and awardees are selected annually.

The Deerfield Beach Historical Society received the grant to perform electrical upgrades and install outdoor lighting at the Butler House and Kester Cottage, and to cover marketing costs for events and special programs. The project end date is September 30, 2021. Refer to the attached grant agreement for detailed information.

Current Activity

In June 2021, the City received a request from the Deerfield Beach Historical Society to change their aforementioned FY 21 Community Participation Grant project scope of work due to the coronavirus pandemic. The Historical Society would like to apply the Grant to expenditures incurred for the Historic Butler House Preservation Planning, more specifically the Restoration Assessment and Plan (the "Project"). The total cost of the project is \$50,000.

The Grant will cover project expenditures of up to \$16,000 incurred during the period of October 1, 2020 through September 30, 2021.

Recommendation

It is recommended that City Commission approve the amendment to the Community Participation

Grant Agreement with Deerfield Beach Historical Society.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE GRANT AGREEMENT WITH THE DEERFIELD BEACH HISTORICAL SOCIETY FOR THE COMMUNITY PARTICIPATION GRANT; AUTHORIZING EXECUTION OF THE AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 10, 2020, the Deerfield Beach Historical Society (the “Historical Society”) was awarded \$16,000 (the “Grant”) through the Community Participation Grant Program (the “Program”); and

WHEREAS, on January 26, 2021, the City and the Historical Society entered into a grant agreement for the Grant (the “Agreement”); and

WHEREAS, the Agreement provides that the Grant is to be used to perform electrical and lighting upgrades at the Butler House and Kester Cottage, and to cover marketing costs for special program and events (the “Scope of Services”); and

WHEREAS, the Historical Society desires to amend the Agreement to change the Scope of Services to use the Grant for expenditures incurred for the Historic Butler House Preservation Planning, more specifically the Restoration Assessment and Plan (the “Amended Scope of Services”); and

WHEREAS, City staff recommends approving and authorizing execution of an amendment with the Historical Society, attached as Exhibit “A,” to provide for the Amended Scope of Services (the “Amendment”).

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 Amendment to the Agreement with the Historical Society, attached as Exhibit “A,” to provide for the Amended Scope of Services.

Section 3. The City Commission hereby authorizes the City Manager to execute the Amendment with the Historical Society, 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

June 12, 2021

Board Members:

*Emily Lilly
President*

*Judith Stanich
Vice President*

*Ellie Cade
Secretary*

*Dave Noderer
Treasurer*

*Ed Dietrich
TJ Eagan
Andy Johnson
Bill Muenzenmaier
Gordon Vatch
Amie Kay Tanner
Judy Wilson*

To: John Salas

From: Emily Lilly, President

Cc: T.J.Eagen, President Elect

Judi Stanich, Vice President

RE: Deerfield Beach Historical Society CPG 2021 Amendment Request

Dear Mr. Salas,

I am writing on behalf of the Deerfield Beach Historical Society to request an amendment to the scope of work that was originally presented for intended use of the \$16,000 Community Participation Grant award for 2020-2021. We had anticipated that we would use the funding to add and refurbish the lighting surrounding the Historic Butler House but have not proceeded with the project during the October-March report period.

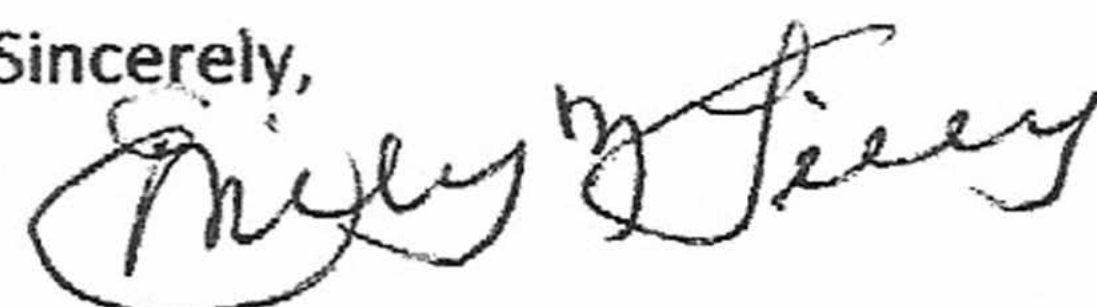
No one had anticipated that the Historical Society would experience a lengthy shut-down of its buildings due to the Coronavirus pandemic. Filled with antiques of Deerfield Beach, the limited room space of the Butler House made it too difficult to safely operate with CDC requirements. Having just entered into a lease-to-own agreement for additional space, it was necessary to move all programming to that location to be aired virtually.

Additionally, we were committed to the State of Florida's Small Matching program and had secured the services of Richard J. Heisenbottle Architects to complete a Preservation Plan for the Butler House to provide an extensive assessment and scope of work for its renovation needs. It has been completed and filed with the Division of Historical Resources, Department of State. Future work for protecting its integrity will benefit all Deerfield Beach residents.

Considering the timing of these circumstances, the Deerfield Beach Historical Society requests that the funding be applied to the Historic Butler House Restoration Assessment and Planning expenditure. The total cost of the Assessment was \$50,000.

Thank you for your time.

Sincerely,



Emily Lilly, President

**AMENDMENT TO GRANT AGREEMENT WITH THE DEERFIELD BEACH
HISTORICAL SOCIETY**

This Amendment to the Grant Agreement ("Amendment"), is made and entered into on this ___th day of _____ 2021 by and between the City of Deerfield Beach, a municipal corporation, with its principal business address located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441 (the "City") and the Deerfield Beach Historical Society, Inc., a Florida Not For Profit Corporation, with its principal business address located at 380 East Hillsboro Blvd., Deerfield Beach, FL 33441 (the "Grantee").

WHEREAS, on November 10, 2020, the Grantee was awarded \$16,000 (the "Grant") through the Community Participation Grant Program (the "Program"); and

WHEREAS, on January 26, 2021, the City and Grantee entered into a grant agreement for the Grant (the "Agreement"); and

WHEREAS, the Agreement provides that the Grant is to be used to perform electrical and lighting upgrades at the Butler House and Kester Cottage, and to cover marketing costs for special program and events; and

WHEREAS, the Parties desire to amend the Agreement to change the scope of services to use the Grant for expenditures incurred for the Historic Butler House Preservation Planning, more specifically the Restoration Assessment and Plan.

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

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

Section 2. The Agreement is amended to replace Exhibit "A" of the Agreement with the Exhibit "A" attached to this Amendment. Section 2 "Scope of Services" of the Agreement is hereby amended to read as follows:

~~The Grant Funds will be used to perform electrical and lighting upgrades at Butler Houses and Kester Cottage, and support special program and events marketing costs~~ for expenditures incurred for the Historic Butler House Preservation Planning, more specifically for the Restoration Assessment and Plan, as further detailed in the scope of services attached as Exhibit "A," which is incorporated herein by reference (the "Scope of Services").

Section 3. All other conditions and terms of the Agreement, not specifically amended herein, remain in full force and effect.

Section 4. Should any part, term and provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected hereby.

Section 5. Neither City nor their officers, agents and/or employees have made any representation or promises except as expressly set forth in the Agreement or this Amendment.

Section 6. This Amendment shall be effective upon execution.

GRANTEE

ATTEST:

Deerfield Beach Historical Society

Witness

By: _____
(Signature)

(Type Name/Title Signed Above)

___ day of _____, 20__

CITY OF DEERFIELD BEACH

By: _____
David Santucci, City Manager

Date: _____

ATTEST:

Samantha Gillyard, City Clerk

APPROVED AS TO FORM:

Anthony C. Soroka, City Attorney

EXHIBIT “A”
SCOPE OF SERVICES

GRANT AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND DEERFIELD BEACH HISTORICAL SOCIETY

This Agreement is made and entered into this 26 day of January 2021, between the City of Deerfield Beach, Florida, (the "CITY") and Deerfield Beach Historical Society (the "GRANTEE"), as follows:

WHEREAS, the GRANTEE submitted to the CITY a community participation grant application in compliance with Resolution No.2020/115; and

WHEREAS, the Deerfield Beach City Commission passed Resolution 2020/167, awarding \$16,000 in grant funds (the "Grant Funds") to the GRANTEE; and

WHEREAS, Resolution No. 2020/115 requires the Grantee to enter an agreement with the CITY before receiving the Grant Funds.

NOW THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of all such covenants and conditions, the CITY and the GRANTEE hereby agree as follows:

- 1. Recitations.** The above recitations are true and accurate and are hereby made a part of this Agreement.
- 2. Scope of Services.** The Grant Funds will be used to perform electrical and lighting upgrades at Butler Houses and Kester Cottage, and support special program and events marketing costs as further detailed in the scope of services attached as Exhibit "A," which is incorporated herein by reference (the "Scope of Services").
- 3. Purpose of this Agreement.** The purpose of this Agreement is to provide financial assistance to the GRANTEE for completion of the Scope of Services, to state the terms and conditions upon which Grant Funds will be provided, and to set forth the manner in which the Scope of Services will be undertaken and completed.
- 4. Term.** This Agreement shall be effective from the date of execution by all parties until September 30, 2021, unless terminated earlier as provided in this Agreement (the "Term"). At the expiration of the Term, any unexpended Grant Funds paid under this Agreement shall be returned to the CITY within ten (10) days from the Term's expiration.
- 5. Payment.** The CITY agrees to provide the GRANTEE the Grant Funds in an amount not to exceed \$16,000 for the Scope of Services during the Term, to be expended in accordance with Exhibit "A."
- 6. Required Reporting.** The GRANTEE shall submit a Semi-Annual Progress Report and an Exit Report to the Legislative and Community Affairs Department. The CITY shall

provide GRANTEE with the reporting forms. The GRANTEE shall complete the reports in their entirety and provide them to the CITY by the due date specified below. Failure to comply with the reporting requirements shall constitute a breach of this Agreement and may result in GRANTEE repaying the Grant Funds to the CITY and GRANTEE'S disqualification from future grant cycles.

- a) The Semi-Annual Progress Report shall conform to the form attached as Attachment A and is due within 15 days of the reporting period (October 1st – March 30th) end date, no later than April 15th. It shall include a project status update, percentage of work completed, and the total amount of project expenditures incurred to date.
- b) The Exit Report shall conform to the form attached as Attachment B and is due on the Agreement end date, September 30th. The report shall include project accomplishments and demonstrate that the Grant Funds were used for its intended purpose. It must include documentation of all expenditures incurred such as paid invoices/receipts, canceled checks, payroll detail, bank statements etc.

7. Termination. The CITY shall have the right in its sole discretion to terminate this Agreement with or without cause by giving seven (7) days' notice to GRANTEE. In the event that the CITY gives notice of termination pursuant to this Agreement, GRANTEE shall, upon receipt of said notice, immediately cease all activities that may cause additional funds to be spent, and shall return all unexpended grant funds to the CITY within ten (10) days from the date of termination. If the CITY terminates this Agreement due to GRANTEE'S breach of the Agreement, GRANTEE shall be required to repay the Grant Funds and may be subject to disqualification from future grant cycles.

8. Scrutinized Companies List.

- A. GRANTEE certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the GRANTEE or its subcontractors are found to have submitted a false certification; or if the GRANTEE, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the GRANTEE certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the GRANTEE , its affiliates, or its

subcontractors are found to have submitted a false certification; or if the GRANTEE, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C. The GRANTEE agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

9. Coordination of Services. The CITY's primary representative/liaison during the performance of this agreement shall be the City Manager or his designee.

10. Notices. Any notices or documents provided for in this Agreement shall be in writing to address set forth below:

CITY: David Santucci, City Manager
150 NE 2 Street
Deerfield Beach, FL 33441

With a copy to: Anthony Soroka, City Attorney
Weiss Serota Helfman Cole & Bierman P.L.
1200 N Federal Highway Suite 312
Boca Raton, FL 33432

GRANTEE: Emily Lilly
Deerfield Beach Historical Society
380 East Hillsboro Drive
Deerfield Beach, FL 33441

11. Prior Agreements. This Agreement terminates any and all prior agreements between the parties, and any such agreements shall be of no further force and effect.

12. Insurance:

A. The GRANTEE shall carry and keep in force, at all times during the Term, an insurance policy affording general liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence. Said insurance policy shall list the CITY as additional insured and shall be issued by companies licensed to do business in the State of Florida.

- B. The GRANTEE shall provide to the CITY certificates showing the required coverage to be in effect with endorsements showing the CITY to be an additional insured prior to commencing any work under this Agreement. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the CITY or as provided in accordance with Florida law.
- C. GRANTEE must comply with this section before the CITY will disburse the Grants Funds to GRANTEE.

13. Indemnification: The GRANTEE shall indemnify, defend, and hold harmless the CITY, its directors, commissioners, officers, agents, volunteers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, in connection with or arising directly or indirectly out of the acts or omissions of the GRANTEE and other persons employed or utilized by the GRANTEE, to the fullest extent permitted by law. Nothing in this Agreement shall be deemed or treated as a waiver by the CITY of any immunity to which it is entitled by law, including but not limited to the CITY'S sovereign immunity as set forth in Section 768.28, Florida Statutes. This paragraph shall survive termination of this agreement.

14. Representation Of Authority: Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

15. Governing Law, Venue, and Waiver of Jury Trial: This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Broward County, Florida. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

16. Audit Right And Retention of Records

- A. During the Term of this Agreement and for three (3) years following the Agreement's expiration, the CITY shall have the right to audit the books, records, and accounts of the GRANTEE and its subcontractors that are related to this Agreement. The GRANTEE and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of the GRANTEE and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, the GRANTEE or its subcontractors, as applicable, shall make same available at no cost to the CITY in written form.

B. The GRANTEE and its subcontractors shall preserve and make available, at reasonable times for examination and audit by the CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time but, in any event, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the CITY to be applicable to the GRANTEE's and its subcontractors' records, the GRANTEE and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the GRANTEE or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the CITY's disallowance and recovery of any payment upon such entry.

C. The GRANTEE shall:

- i. Keep and maintain public records required by the CITY to perform the Scope of Services.
- ii. Upon request by the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- iii. 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 GRANTEE does not transfer the records to the CITY.
- iv. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the GRANTEE or keep and maintain public records required by the CITY to perform the Scope of Services. If the GRANTEE transfers all public records to the CITY upon completion of the Agreement, the GRANTEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the Agreement, the GRANTEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of records, in a format that is compatible with the information technology systems of the CITY. No confidentiality or non-disclosure requirement of either federal or state law shall be violated by GRANTEE or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for OWNER'S disallowance and recovery of any payment upon such entry. GRANTEE shall, by written Agreement, require any of its subcontractors

performing under this Agreement to agree to the requirements and obligations of this Section.

D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

15. **Assignment.** Neither party to this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party.
16. **Compliance with Law.** The GRANTEE shall comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Scope of Services. Execution of this Agreement constitutes a certification that the GRANTEE is in compliance with all requirements imposed by applicable federal, state, and local laws and regulations.
17. **Materiality and Waiver of Breach.** The CITY and the GRANTEE agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. The CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

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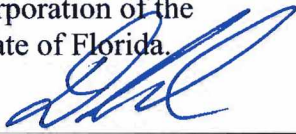
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

FOR CITY

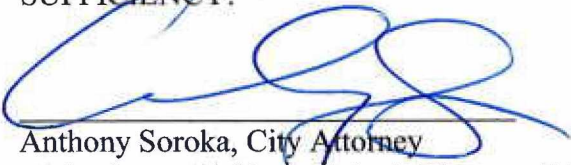
ATTEST:


for City Clerk

CITY OF DEERFIELD BEACH,
FLORIDA, a municipal
corporation of the
State of Florida.


David Santucci, City Manager

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:


Anthony Soroka, City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.

GRANTEE

(CORPORATE SEAL)

DEERFIELD BEACH
HISTORICAL SOCIETY

ATTEST:


Poppi Mercier

By:

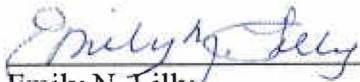

Emily N. Lilly

EXHIBIT "A"
SCOPE OF SERVICES

A. GRANTEE's name, address and federal employer identification number

Deerfield Beach Historical Society
380 East Hillsboro Blvd
Deerfield Beach, FL 33441
EIN: 23-7354099

B. Give a detailed description of the services and/or goods sought to be provided with the Grant Funds

- Installation of four (4) exterior light posts & lights at Butler Houses
- Electrical upgrades in Butler Houses and Kester Cottage
- Printing costs for special programs & events

C. Give a description of the needs in the community which would be served by the above-described services/goods

The Society continues to encourage interest in local history and to share our City's rich history in an interesting and fun way. With continued improvements as noted above, we can offer a positive influence for school children, multiple community youth groups, including the DFB High School Junior Historical Society, senior groups and individuals at all our facilities. Our goal is to provide an open invitation to the community to visit and explore these historical sites and files on several days of the week....and to be proud of our Deerfield Beach magnificent history.

D. Provide a detailed costs-budget, with costs broken down and itemized as specifically as possible.

- Electrical upgrades and new outdoor lighting– Approx. \$12,000
- Printing and advertising costs for events and programs – \$4,000



City of Deerfield Beach Community Participation Grant Semi-Annual Progress Report

The Semi-Annual Progress Report is due to the Department of Legislative & Community Affairs within 15 days of the reporting period end date. Submit electronically to legislative&communityaffairs@deerfield-beach.com and anicholas@deerfield-beach.com.

Organization Information

Name of Organization: _____
Organization Address: _____
Contact Person: _____ Title: _____
Telephone Number: _____ Email Address: _____

Project Information

Project Title: _____
Agreement Initiation Date: _____ Agreement End Date: _____
Grant Award Amount: \$ _____ Funding Received: Yes ☐ No ☐

Report Summary

Project Expenditures at end of reporting period (October – March): \$ _____
Percentage of Work Completed: _____
Describe project activities completed during the reporting period (October – March)?

Briefly describe any issues affecting the project's scope of work and/or completion date.



City of Deerfield Beach Community Participation Grant Exit Report

The Exit Report is due on the agreement end date (September 30th). Submit electronically to legislative&communityaffairs@deerfield-beach.com and anicholas@deerfield-beach.com.

Organization Information

Name of Organization: _____
Organization Address: _____
Contact Person: _____ Title: _____
Telephone Number: _____ Email Address: _____

Project Information

Project Title: _____
Agreement Initiation Date: _____ Agreement End Date: _____
Project Expenditures: \$ _____

Exit Report Summary

Please provide a detailed response to each of the questions below. Include supporting documents as necessary.

1. Provide a project/program summary.
2. Explain whether the project/program goals and objectives were achieved.
3. Explain how the grant assisted in achieving the purpose of the project/program.
4. Demonstrate that the grant funds were used for its intended purpose.
 - a. Submit sufficient documentation of all expenditures incurred, including but not limited to invoices/receipts, canceled checks, payroll detail, bank statements etc.
 - b. Submit additional supporting documents as required by the grant agreement.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-800

Agenda Date: 7/20/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City of Deerfield Beach, Florida, relating to the provision of fire rescue services, facilities and programs in the City of Deerfield Beach, Florida; establishing the estimated rates for fire rescue assessments for the fiscal year beginning October 1, 2021; directing the preparation of an assessment roll; providing for a vacancy adjustment procedure; authorizing a public hearing and directing the provision of notice thereof; and providing an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

For Fiscal Year 2020, a full updated study of the City's fire assessment fee was conducted by Government Services Group, Inc. ("GSG") to determine the adequacy of the City's fire assessment rates. It was determined that the previous fire assessment fee charged to property owners was not covering all of the assessable costs to provide fire protection services. Per the GSG study, the full assessable cost would yield a residential fee of \$301 per residential dwelling.

The City Commission ultimately adopted a fire rescue assessment fee of \$235 for Fiscal Year 2020 and subsequently for Fiscal Year 2021.

Current Activity

City staff recommends that this fee remain unchanged for Fiscal Year 2022. The estimated revenue for Fiscal Year 2022 is \$15,986,043. The City has retained the services of Government Services Group, Inc. to assist in the administration of our annual fire rescue assessment program.

Recommendation

To assist in partially funding the cost of fire/rescue services, staff recommends approval of this Resolution.

CITY OF DEERFIELD BEACH, FLORIDA

**PRELIMINARY RATE RESOLUTION
RESOLUTION NO. 2021/_____**

ADOPTED JULY 20, 2021

TABLE OF CONTENTS

	Page
SECTION 1. AUTHORITY.....	1
SECTION 2. PURPOSE AND DEFINITIONS	1
SECTION 3. PROVISION AND FUNDING OF FIRE RESCUE SERVICES.	2
SECTION 4. IMPOSITION AND COMPUTATION OF FIRE RESCUE ASSESSMENTS.....	2
SECTION 5. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT.	2
SECTION 6. COST APPORTIONMENT METHODOLOGY.	3
SECTION 7. COST FACTOR AND PARCEL APPORTIONMENT METHODOLOGY	3
SECTION 8. DETERMINATION OF FIRE RESCUE ASSESSED COSTS; ESTABLISHMENT OF ANNUAL FIRE RESCUE ASSESSMENTS...	3
SECTION 9. ASSESSMENT ROLL.....	6
SECTION 10. VACANCY ADJUSTMENT.	7
SECTION 11. AUTHORIZATION OF PUBLIC HEARING.	9
SECTION 12. NOTICE BY PUBLICATION.....	9
SECTION 13. NOTICE BY MAIL.	9
SECTION 14. APPLICATION OF ASSESSMENT PROCEEDS.....	10
SECTION 15. EFFECTIVE DATE.	10
 APPENDIX A: FORM OF NOTICE TO BE PUBLISHED.....	 A-1

RESOLUTION NO. 2021/____

A RESOLUTION OF THE CITY OF DEERFIELD BEACH, FLORIDA, RELATING TO THE PROVISION OF FIRE RESCUE SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF DEERFIELD BEACH, FLORIDA; ESTABLISHING THE ESTIMATED RATES FOR FIRE RESCUE ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; PROVIDING FOR A VACANCY ADJUSTMENT PROCEDURE; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY. This resolution is adopted pursuant to the provisions of the Fire Rescue Assessment Ordinance, No. 2002/003 (the "Ordinance"), the Amended and Restated Initial Assessment Resolution (Resolution No. 2019/085), the Amended and Restated Final Assessment Resolution (Resolution No. 2019/133), the City Charter of the City of Deerfield Beach, Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 2. PURPOSE AND DEFINITIONS.

(A) This resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance which initiates the annual process for updating the Assessment Roll and directs the reimposition of Fire Rescue Assessments for the Fiscal Year beginning October 1, 2021.

(B) All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance, the Amended and Restated Initial Assessment Resolution, and the Amended and Restated Final Assessment Resolution. Unless the

context indicates otherwise, words imparting the singular number include the plural number, and vice versa.

SECTION 3. PROVISION AND FUNDING OF FIRE RESCUE SERVICES.

(A) Upon the reimposition of a Fire Rescue Assessment for fire rescue services, facilities, or programs against Assessed Property located within the City, the City shall provide fire rescue services to such Assessed Property. All or a portion of the cost to provide such fire rescue services, facilities, or programs shall be funded from proceeds of the Fire Rescue Assessments. The remaining cost, if any, required to provide fire rescue services, facilities, and programs shall be funded by available City revenues other than Fire Rescue Assessment proceeds.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the City will be benefitted by the City's provision of fire rescue services, facilities, and programs in an amount not less than the Fire Rescue Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Rate Resolution.

SECTION 4. IMPOSITION AND COMPUTATION OF FIRE RESCUE ASSESSMENTS. Fire Rescue Assessments shall be imposed against all Tax Parcels within the Property Use Categories. Fire Rescue Assessments shall be computed in the manner set forth in this Preliminary Rate Resolution.

SECTION 5. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT. The legislative determinations of special benefit and fair apportionment embodied in the Ordinance, the Amended and Restated Initial Assessment

Resolution 2021/____

Resolution, and the Amended and Restated Final Assessment Resolution are affirmed and incorporated herein by reference.

SECTION 6. COST APPORTIONMENT METHODOLOGY. The Cost Apportionment embodied in Section 6 of the Amended and Restated Initial Assessment Resolution is affirmed and incorporated herein by reference.

SECTION 7. COST FACTOR AND PARCEL APPORTIONMENT METHODOLOGY.

(A) The Cost Factor set forth in Section 7 of the Amended and Restated Initial Assessment Resolution is hereby affirmed and incorporated herein by reference.

(B) Parcel Apportionment set forth in Section 8 of the Amended and Restated Initial Assessment Resolution is hereby affirmed and incorporated herein by reference.

(C) It is hereby acknowledged that the Cost Factor and Parcel Apportionment methodologies described and determined in the Amended and Restated Initial Assessment Resolution are to be applied in the calculation of the estimated Fire Rescue Assessment rates established in Section 8 of this Preliminary Rate Resolution.

SECTION 8. DETERMINATION OF FIRE RESCUE ASSESSED COSTS; ESTABLISHMENT OF ANNUAL FIRE RESCUE ASSESSMENTS.

(A) The estimated Fire Rescue Assessed Cost to be assessed and apportioned among benefitted parcels pursuant to the Cost Apportionment and the Parcel Apportionment for the Fiscal Year commencing October 1, 2021, is \$15,986,043.

(B) The estimated Fire Rescue Assessments to be assessed and apportioned among benefitted parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Rescue Assessed Cost for the Fiscal Year commencing

Resolution 2021/____

October 1, 2021, are hereby established as follows for the purpose of this Preliminary Rate Resolution:

**FIRE RESCUE ASSESSMENTS
FISCAL YEAR 2021-2022**

RESIDENTIAL PROPERTY USE CATEGORIES	Rate Per Dwelling Unit			
Residential	\$235			
NON-RESIDENTIAL PROPERTY USE CATEGORIES	Building Classification (in square foot ranges)	Commercial	Industrial/ Warehouse	Institutional
	< 1,999	\$437	\$106	\$1,225
	2,000 - 3,499	\$874	\$212	\$2,450
	3,500 - 4,999	\$1,529	\$371	\$4,288
	5,000 - 9,999	\$2,184	\$529	\$6,125
	10,000 - 19,999	\$4,368	\$1,058	\$12,249
	20,000 - 29,999	\$8,736	\$2,115	\$24,498
	30,000 - 39,999	\$13,103	\$3,173	\$36,747
	40,000 - 49,999	\$17,471	\$4,230	\$48,996
	> 49,999	\$21,839	\$5,287	\$61,245

(C) The following exemptions shall apply to the Fire Rescue Assessment program:

(1) No Fire Rescue Assessment shall be imposed upon a parcel of Government Property; however, Government Property that is owned by federal mortgage entities, such as the VA and HUD, shall not be exempted from the Fire Rescue Assessment.

(2) No Fire Rescue Assessment shall be imposed upon Buildings located upon parcels of Institutional Property whose Building use is wholly exempt from ad valorem taxation under Florida law.

(3) In accordance with Section 170.01(4), Florida Statutes, no Fire Rescue Assessment shall be imposed against any Building of Non-Residential

Property located on a Tax Parcel that is classified by the Property Appraiser as agricultural lands pursuant to Section 193.461, Florida Statutes, unless that Building exceeds a just value of \$10,000 as determined by the Property Appraiser and is not an "agricultural pole barn" as defined in Section 170.01(4), Florida Statutes.

(D) Any shortfall in the expected Fire Rescue proceeds due to any reduction or exemption from payment of the Fire Rescue Assessments required by law or authorized by the City Commission shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Rescue Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the City Commission is improper or otherwise adversely affects the validity of the Fire Rescue Assessment imposed for this Fiscal Year, the sole and exclusive remedy shall be the imposition of a Fire Rescue Assessment upon each affected Tax Parcel in the amount of the Fire Rescue Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel by the City Commission.

(E) The approval of the Estimated Fire Rescue Assessment Rate Schedule by the adoption of this Preliminary Rate Resolution determines the amount of the Fire Rescue Assessed Costs. The remainder of such Fiscal Year budget for fire rescue services, facilities, and programs shall be funded from available City revenue other than Fire Rescue Assessment proceeds.

(F) The estimated Fire Rescue Assessments established in this Preliminary Rate Resolution shall be the estimated assessment rates applied by the City Manager in the preparation of the updated Fire Rescue Assessment Roll for the Fiscal Year commencing October 1, 2021, as provided in Section 9 of this Preliminary Rate Resolution.

SECTION 9. ASSESSMENT ROLL.

(A) The City Manager is hereby directed to prepare, or cause to be prepared, an updated Assessment Roll for the Fiscal Year commencing October 1, 2021, in the manner provided in the Ordinance. The updated Assessment Roll shall include all Tax Parcels within the Property Use Categories. The City Manager shall apportion the estimated Fire Rescue Assessed Cost to be recovered through Fire Rescue Assessments in the manner set forth in this Preliminary Rate Resolution.

(B) A copy of the Ordinance, the Amended and Restated Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, this Preliminary Rate Resolution, documentation related to the estimated amount of the Fire Rescue Assessed Cost to be recovered through the imposition of Fire Rescue Assessments, and the updated Assessment Roll shall be maintained on file in the office of the City Manager and open to public inspection. The foregoing shall not be construed to require that the updated Fire Rescue Assessment Roll be in printed form if the amount of the Fire Rescue Assessment for each parcel of property can be determined by the use of a computer terminal available to the public.

(C) It is hereby ascertained, determined, and declared that the method of determining the Fire Rescue Assessments for fire rescue services as set forth in this Preliminary Rate Resolution is a fair and reasonable method of apportioning the Fire Rescue Assessed Cost among parcels of Assessed Property located within the City.

SECTION 10. VACANCY ADJUSTMENT.

(A) As a consequence of the transient use and potential for significant numbers of vacancies within Mobile Home Park Property, as compared to other Residential Property, and the potential sustained lack of demand for fire rescue services for unoccupied spaces, each Owner of Mobile Home Park Property shall be afforded the opportunity to demonstrate, in the manner described below, the vacancy rate in space occupancy within such property and receive a vacancy adjustment to the Fire Rescue Assessments imposed upon such property.

(B) Notwithstanding any language to the contrary herein, vacant spaces in Mobile Home Park Property shall not be considered Residential Property and shall not be subject to the Fire Rescue Assessments.

(C) Vacant spaces shall be those determined by the City Manager based on evidence of a vacancy rate provided by the Owner on or before July 1 of each year. The vacancy rate shall be defined as the percentage of available spaces within Mobile Home Park Property that were vacant between January 1 through and including December 31 of the calendar year preceding the applicable deadline for the Owner's submittal of vacancy rate evidence for each year and shall be calculated as follows:

Resolution 2021/____

Exact Number of Permitted Sites within the park (not including overflow areas)	_____A
Times (x) Days in Reporting Period	(x 365) B
Total Possible Space Nights A x B = C (Example: 100 sites x 365 days = 36,500)	_____C
Actual Space Nights Sum of Number of Actual Occupied Spaces for Each Day in Calendar Year	_____D
Occupancy Percentage D/C = E (Example: 12,500/36,500 = 34.2%)	_____E
Vacancy Rate Subtract E from 100% (Example: 100% – 34.2% = 65.8%)	_____F

The Owner shall certify by affidavit to the City, on a form provided by the City Manager, the vacancy rate for the respective time period; such certification shall be subject to verification and audit. At a minimum, such affidavit shall conclusively identify and affirm (1) the tax parcel, (2) the number of spaces and type of improvements in the Mobile Home Park Property, and (3) the vacancy rate.

(D) The City Manager is directed and authorized to adjust, or cause to be adjusted, any Fire Rescue Assessment imposed for the Fiscal Year beginning October 1, 2021 upon a parcel of Mobile Home Park Property whose Owner timely and satisfactorily demonstrates by affidavit that such parcel has experienced vacancies by multiplying the vacancy rate (expressed as a decimal) by the Fire Rescue Assessment attributable to the entire parcel of Mobile Home Park property and reducing the assessment by an equivalent amount.

(E) Any shortfall in the expected Fire Rescue Assessment proceeds due to any adjustment for vacancy shall be supplemented by any legally available funds and shall not be paid for by proceeds or funds derived from Fire Rescue Assessments.

SECTION 11. AUTHORIZATION OF PUBLIC HEARING.

(A) There is hereby established a public hearing to be held at 6:00 p.m. on September 13, 2021, in City Commission Chambers of City Hall, 150 N.E. Second Avenue, Deerfield Beach, Florida, at which time the City Commission will receive and consider any comments on the Fire Rescue Assessments from the public and affected property owners and consider reimposing Fire Rescue Assessments and collecting such assessments on the same bill as ad valorem taxes.

(B) In the event the City is required or authorized to hold this public hearing through communications media technology, then the City Manager is authorized to modify the time and location of the public hearing as provided in Section 11(A) accordingly and to include that information in the notices directed by Sections 12 and 13.

SECTION 12. NOTICE BY PUBLICATION. The City Manager shall publish a notice of the public hearing authorized by Section 11 hereof in the manner and time provided in Section 2.04 of the Ordinance. The notice shall be published no later than August 24, 2021, in substantially the form attached hereto as Appendix A.

SECTION 13. NOTICE BY MAIL. Pursuant to section 200.069(10)(a), Florida Statutes, and with agreement of the Property Appraiser, the City Commission elects to combine notice of the public hearing authorized by Section 11 hereof with the truth-in-millage notification required pursuant to section 200.069, Florida Statutes. Such mailed notice shall be in the form required by section 200.069(10)(a), Florida Statutes, and consistent with the Uniform Assessment Collection Act and the Ordinance for the purpose of imposing Fire Rescue Assessments for the Fiscal Year beginning October 1, 2021. All first class mailed notices must be mailed no later than August 24, 2021.

Resolution 2021/____

SECTION 14. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the City from the Fire Rescue Assessments shall be used for the provision of fire rescue services, facilities, and programs within the City. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire rescue services, facilities, and programs.

SECTION 15. EFFECTIVE DATE. This Preliminary Assessment Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 20th day of July, 2021.

CITY OF DEERFIELD BEACH, FLORIDA

Bill Ganz, Mayor

ATTEST:

Samantha Gillyard, City Clerk

(Corporate Seal)

APPROVED AS TO FORM:

Anthony Soroka, City Attorney

Resolution 2021/____

APPENDIX A
FORM OF NOTICE TO BE PUBLISHED

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

To Be Published No Later Than August 24, 2021

[INSERT MAP OF CITY]

**NOTICE OF HEARING TO REIMPOSE AND
PROVIDE FOR COLLECTION OF FIRE RESCUE SPECIAL ASSESSMENTS**

Notice is hereby given that the City Commission of the City of Deerfield Beach will conduct a public hearing to consider reimposing fire rescue special assessments for the provision of fire rescue services within the City of Deerfield Beach for the Fiscal Year beginning October 1, 2021.

The hearing will be held at 6:00 p.m. on September 13, 2021, in the City Commission Chambers of City Hall, 150 N.E. Second Avenue, Deerfield Beach, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's office at (954)480-4200 at least two (2) days prior to the date of the hearing.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of billing units attributed to that parcel. The following table reflects the proposed fire rescue assessment schedule:

RESIDENTIAL PROPERTY USE CATEGORIES	Rate Per Dwelling Unit			
Residential	\$235			
NON-RESIDENTIAL PROPERTY USE CATEGORIES	Building Classification (in square foot ranges)	Commercial	Industrial/ Warehouse	Institutional
	< 1,999	\$437	\$106	\$1,225
	2,000 - 3,499	\$874	\$212	\$2,450
	3,500 - 4,999	\$1,529	\$371	\$4,288
	5,000 - 9,999	\$2,184	\$529	\$6,125
	10,000 - 19,999	\$4,368	\$1,058	\$12,249
	20,000 - 29,999	\$8,736	\$2,115	\$24,498
	30,000 - 39,999	\$13,103	\$3,173	\$36,747
	40,000 - 49,999	\$17,471	\$4,230	\$48,996
	> 49,999	\$21,839	\$5,287	\$61,245

Copies of the Fire Rescue Assessment Ordinance (Ordinance No. 2002/003), the Amended and Restated Initial Assessment Resolution (Resolution No. 2019/085), the Amended and Restated Final Assessment Resolution (Resolution No. 2019/133), the Preliminary Rate Resolution initiating the annual process of updating the Assessment Roll and reimposing the Fire Rescue Assessments, and the updated Assessment Roll for the upcoming fiscal year are available for inspection at the City Clerk's office in City Hall, located at 150 N.E. Second Avenue, Deerfield Beach, Florida.

The assessments will be collected on the ad valorem property tax bill, which will be mailed in November 2021, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the Customer Service Department at (954)480-4279, Monday through Friday between 9:00 a.m. and 5:00 p.m.

**CITY CLERK
OF DEERFIELD BEACH, FLORIDA**



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-801

Agenda Date: 7/20/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City of Deerfield Beach, Florida, relating to the collection of Nuisance Abatement Services Assessments; adopting findings of fact; directing the preparation of an assessment roll; providing for notice; and providing an effective date.

Recommended Action

Commission to vote on the Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City currently imposes a nuisance abatement fee, which includes the actual cost of abating the nuisance, the cost of serving notice, the cost of obtaining title information, the cost of lien recordation, the cost of inspections, and all other specifically related costs. Any funds in the Nuisance Abatement Trust Fund may be used to abate public nuisances on property to which title is not clear, abate nuisances on government property that may not be assessed, or for other purposes directly related to the abatement of nuisances.

Current Activity

Nuisance abatement services assessments for the upcoming and for prior fiscal years are as follows: FY2022 - \$49,931.12; FY 2021 - \$22,633.60; FY2020 - \$27,525.42; FY2019 - \$29,357.62; FY2018 - \$48,367.25.

Recommendation

To help to defray the cost of providing nuisance abatement services, staff recommends City Commission approval of this item.

RESOLUTION 2021/

A RESOLUTION OF THE CITY OF DEERFIELD BEACH, FLORIDA, RELATING TO THE COLLECTION OF NUISANCE ABATEMENT SERVICES ASSESSMENTS; ADOPTING FINDINGS OF FACT; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; PROVIDING FOR NOTICE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Deerfield (“City”) has been continuously confronted with the challenge of abandoned and unmaintained homes within the City; and

WHEREAS, the City has instituted its Nuisance Abatement Program to address certain property maintenance issues affecting these abandoned and unmaintained homes; and

WHEREAS, these property maintenance issues negatively affect the public health, safety and welfare by enabling the deterioration of neighborhoods, facilitating and providing opportunities for criminal activity, producing blight and contributing to lower property values; and

WHEREAS, affected property owners and mortgagees were provided notice and an opportunity to be heard concerning conditions on their property that threatened the public health, safety and welfare; and

WHEREAS, the owners or mortgagees have either abandoned the property or refused to address the issues that threaten the community; and

WHEREAS, in an effort to combat these negative effects on the City of Deerfield Beach and its residents, the City has undertaken to improve the various properties throughout the City by abating conditions deemed to be a nuisance pursuant to its Nuisance Abatement Program; and

WHEREAS, the City Commission finds that properties so improved have specifically benefited from the City’s actions in an amount equal to or greater than the costs incurred by the City in carrying out its Nuisance Abatement Program and greater in kind and degree than other properties located within the City; and

WHEREAS, some owners or mortgagees of the benefited properties have failed or refused to reimburse the City for the costs incurred by the City in improving their property; and

WHEREAS, the City Commission finds that it is fair and equitable to assess against each benefited property a non-ad valorem special assessment in an amount equal to the costs incurred by the City in improving said property, less any amounts paid by the property owner to offset such costs; and

WHEREAS, the uniform method of collecting non-ad valorem assessments, as authorized by section 197.3632, Florida Statutes, provides for the collection of non-ad valorem assessments by including such assessments on the tax bills issued for the collection of non-ad valorem taxes.

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

SECTION 1. This Resolution is adopted pursuant to the provisions of Chapter 34, Nuisance Abatement Program of the City of Deerfield Beach Code of Ordinances, Chapter 170, Florida Statutes, and Sections 197.3632 and 197.3635, Florida Statutes, and other applicable provisions of law.

SECTION 2. The foregoing findings are incorporated herein by reference and made a part hereof. Further, it is hereby ascertained, determined and declared as set forth in Chapter 34 of the City of Deerfield Beach Code of Ordinances, that the City Commission of the City of Deerfield Beach has the authority under its home rule powers and other applicable Florida Statutes to impose Nuisance Abatement Services Assessments upon certain defined residential properties ("Assessed Property"), within the incorporated area of the City of Deerfield Beach, as more fully described in Exhibit A attached hereto and incorporated herein by this reference.

In addition, it is hereby ascertained, determined and declared that each parcel of Assessed Property has been benefited by the City's provision of nuisance abatement services in an amount not less than the cost of such service by the City for each parcel computed in the manner set forth in this preliminary Assessment Resolution based upon the following legislative determinations:

(A) Nuisance abatement services provide a special benefit and possess a logical relationship to the use and enjoyment of property.

(B) Nuisance abatement services benefit Assessed Property by providing reasonable, safe and cost effective remediation of nuisance conditions on such property.

(C) Nuisance abatement services benefit Assessed Property by protecting the value of the property, protecting the property from becoming the target of crime, and promoting the health, safety and welfare of the owners and occupants of such property, if any, resulting from the delivery of such services in a reasonable and cost effective manner.

(D) Nuisance abatement services assist in facilitating the eventual sale of property following foreclosure by promoting maintenance of the property, preventing vandalism of the property and improving the appearance of the neighborhood.

SECTION 3. Nuisance Abatement Services are provided to benefited properties after the property has been declared a nuisance pursuant to the City's Nuisance Abatement Program. Nuisance Abatement Services Assessments are imposed when the property owner fails to abate the conditions which give rise to the nuisance and, as a result, the City abates the nuisance(s). Each assessment includes the actual cost incurred by the City for the work performed on the property in abating the nuisance condition(s), utilizing either an outside contractor or City forces; the cost of providing notice, including, but not limited to, the cost of postage and publication and/or service by a process server; and a flat fee of \$325.00 for administrative/personnel costs. The Assessments set forth in the attached Exhibit A are hereby approved and shall be collected utilizing the uniform method of collecting non-ad valorem assessments.

SECTION 4. The City Manager is hereby directed to prepare, or cause to be prepared, an Assessment Roll for the Fiscal Year commencing October 1, 2021 to include the properties set forth in Exhibit A.

SECTION 5. There is hereby established a public hearing to be held on Monday, September 13, 2021, at 6:00 p.m. in the City Commission Chambers of City Hall, 150 N.E. Second Avenue, Deerfield Beach, Florida, at which time the City Commission will receive and consider any comments on the Nuisance Abatement Services Assessments from the public and affected property owners and consider imposing the Nuisance Abatement Services Assessments and collecting such assessments on the same bill as ad valorem taxes.

SECTION 6. The City Manager shall cause to be published a notice of the public hearing authorized by Section 5 above. The notice shall be published no later than August 24, 2021, in substantially the form attached as Exhibit B.

SECTION 7. The City Manager shall also provide notice by first class mail to the Owner of each parcel of Assessed Property in substantially the form attached as Exhibit C. Such notices shall be mailed no later than August 24, 2021. If the City determines that the Truth-in-millage (“TRIM”) notice that is mailed by the Property Appraiser under Section 200.069, Florida Statutes, also fulfills the above requirements of this section, then the separate mailing requirement described above will be deemed to be fulfilled by the TRIM notice.

SECTION 8. This Preliminary Assessment Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 20th DAY OF JULY, 2021.

CITY OF DERFIELD BEACH, FLORIDA

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

EXHIBIT A

NAME OF OWNER	PARCEL ID#	AMOUNT	MAILING ADDRESS
381 THE COVE LLC	4843-0508-1090	\$7,751.08	2500 N MILITARY TRL, STE 100 BOCA RATON, FL 33441
DENHOLTZ DEERFIELD LLC%DENHOLTZ PROPERTIES	4842-0229-0030	\$3,825.00	116 CHESTNUT#102, RED BANK NJ 07701
STARBUCK, GARRETT	4842-1227-0710	\$1,465.00	730 SW 11 CT DEERFIELD BEACH, FL 33441
LCR 2009 NE 2ND LLC	4843-0502-0460	\$1,093.00	10115 JEFFERSON BLVD CULVER CITY, CA 90232
HOLDER, DOROTHY L EST	4842-1403-1140	\$4,202.92	6510 BRAVA WAY BOCA RATON, FL 33433-8240
1951 E HILLSBORO LLC	4843-0504-0650	\$1,881.12	2020 NE 163 ST, SUITE 300 NORTH MIAMI BEACH, FL 33162
DENSMORE, JOEL R & MERILEE A	4843-0640-0090	\$2,695.96	1701 SW 6 AVE BOCA RATON, FL 33486-7006
KOWALSKI, ANNE M EST	4843-0712-0340	\$11,711.80	1313 SE 2 AVE DEERFIELD BEACH, FL 33441-6707
OCEAN BLEU DEVELOPMENT LLC	4743-3102-0051	\$3,125.00	1375 GATEWAY BLVD, GATE 542 BOYNTON BEACH, FL 33426
YING, SEM PO%RAE FRANKS PA	4842-0103-0940	\$7,975.00	9534 EQUUS CIR BOYNTON BEACH, FL 33472
TOUCHE DOUCE INC	4842-0103-1410	\$3,209.92	13920 NE 12 AVE MIAMI, FL 33161
TOLEDANO PROPERTIES LLC	4743-3100-0240	\$995.32	333 E 14 ST#17F NEW YORK, NY 10003
TOTAL		\$ 49,931.12	

Copies of the assessment roll, showing the amount of the assessment to be imposed against each parcel of property, and the legal documentation relating to the assessment is available for inspection in the office of the City Clerk, located at 150 N.E. Second Avenue, Deerfield Beach, Florida.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2021, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessment will cause a tax certificate to be issued against the property, which may result in a loss of title.

EXHIBIT B

OWNER
ADDRESS
CITY, STATE, ZIP

NOTICE OF HEARING TO IMPOSE A
NON-AD VALOREM ASSESSMENT FOR
NUISANCE ABATEMENT SERVICES

NOTICE DATE: AUGUST XX, 2021

Parcel Identification Number: Parcel ID XXXX-XX-XX-XXXX
Legal Description:

***** NOTICE TO PROPERTY OWNER*****

As required by Section 197.3632, Florida Statutes, and at the direction of the City Commission for the City of Deerfield Beach, Florida, notice is hereby given by the City of Deerfield Beach, Florida, that the City is proposing to collect a previously imposed special assessment against your property for nuisance abatement services, using the tax bill collection method. The special assessment was levied against your property for the cost to the City of providing nuisance abatement services pursuant to Chapter 34, of the City's Code of Ordinances. The assessment levied against your property was based upon the actual cost to the City for providing the service, including all direct and indirect costs. However, the City will waive any interest on its liens when paid as a non-ad valorem assessment on the tax roll.

The Nuisance Abatement Services Assessment for your property which the City is proposing to collect on the 2021 tax roll is = \$XX,XXX.XX. The total revenue the City will collect for the nuisance abatement services assessments for nuisance abatement services is estimated to be **\$49,931.12**. The nuisance abatement service assessments levied will be collected in the same manner as ad valorem taxes by the Broward County Department of Finance and Management Services and will appear on the "non-ad valorem" portion of the 2021 tax bill. If the property owner fails to pay this assessment when due, it will result in the sale of a tax certificate against the affected property and may subject the property owner to loss of title to the property.

All affected property owners have the right to appear and be heard at a public hearing held by the City Commission and have the right to file written objections with the City Clerk within twenty (20) days of this notice. **The public hearing is to be held on Monday, September 13, 2021 at 6:00 p.m. in the Commission Chambers, City Hall - 150 N.E. Second Avenue, Deerfield Beach, Florida.** At the hearing, the City Commission will consider comments and objections to collection of nuisance abatement services assessments in this manner and will approve the assessment roll as final. Upon the filing of such assessment roll with the Broward County Department of Finance and Management Services, the assessments shall stand as legal, valid and binding liens, co-equal with the lien of all state, county, district, and municipal taxes, superior in dignity to all other liens, titles, and claims, until paid. In accordance with the Americans with Disabilities Act, persons needing special accommodations should contact the City Clerk's office at 954-480-4200 at least two (2) days prior to the hearing.

In the event any person decides to appeal any decision by the City with respect to any matter relating to the consideration of the resolution at the above referenced public hearing, a record of the proceeding may be needed and in such event, such person may need to ensure that a verbatim record of the public hearing is made, which record includes the testimony and evidence on which the appeal is to be based.

EXHIBIT C

NOTICE OF PUBLIC HEARING REGARDING THE COLLECTION OF NUISANCE ABATEMENT SERVICES SPECIAL ASSESSMENTS ON THE 2021 TAX ROLL

Notice is hereby given that the City Commission of the City of Deerfield Beach, Florida ("Commission") will conduct a public hearing concerning the collection of nuisance abatement services assessments on the 2021 tax roll for the purpose of adopting the non-ad valorem assessment roll. The nuisance abatement services assessments were previously assessed against certain properties, which were declared public nuisances and located within the city boundaries of the City of Deerfield Beach, to recover the cost of providing nuisance abatement services to such properties. The assessments for each property were calculated based upon the actual cost of the abatement, plus administrative costs, 8% interest, and the cost of collection.

The public hearing will be held in the City Commission Chambers at City Hall located at 150 N.E. Second Avenue, Deerfield Beach, Florida at 6:00 p.m. on September 13, 2021 or as soon thereafter as the matter may be heard, for the purpose of receiving public comment on the proposed collection of the assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Commission in care of the City Clerk within 20 days of this notice. If a person decides to appeal any decision made by the Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to arrange for a court reporter to ensure that a verbatim record is made. In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the City Clerk's office at 954-480-4200, at least two (2) days prior to the date of the hearing.

The assessments to be included as non-ad valorem assessments on the 2021 tax roll include the following:

EXHIBIT C – “CONTINUED”

NAME OF OWNER	PARCEL ID#	AMOUNT	MAILING ADDRESS
381 THE COVE LLC	4843-0508-1090	\$7,751.08	2500 N MILITARY TRL, STE 100 BOCA RATON, FL 33441
DENHOLTZ DEERFIELD LLC%DENHOLTZ PROPERTIES	4842-0229-0030	\$3,825.00	116 CHESTNUT#102, RED BANK NJ 07701
STARBUCK, GARRETT	4842-1227-0710	\$1,465.00	730 SW 11 CT DEERFIELD BEACH, FL 33441
LCR 2009 NE 2ND LLC	4843-0502-0460	\$1,093.00	10115 JEFFERSON BLVD CULVER CITY, CA 90232
HOLDER, DOROTHY L EST	4842-1403-1140	\$4,202.92	6510 BRAVA WAY BOCA RATON, FL 33433-8240
1951 E HILLSBORO LLC	4843-0504-0650	\$1,881.12	2020 NE 163 ST, SUITE 300 NORTH MIAMI BEACH, FL 33162
DENSMORE, JOEL R & MERILEE A	4843-0640-0090	\$2,695.96	1701 SW 6 AVE BOCA RATON, FL 33486-7006
KOWALSKI, ANNE M EST	4843-0712-0340	\$11,711.80	1313 SE 2 AVE DEERFIELD BEACH, FL 33441-6707
OCEAN BLEU DEVELOPMENT LLC	4743-3102-0051	\$3,125.00	1375 GATEWAY BLVD, GATE 542 BOYNTON BEACH, FL 33426
YING, SEM PO%RAE FRANKS PA	4842-0103-0940	\$7,975.00	9534 EQUUS CIR BOYNTON BEACH, FL 33472
TOUCHE DOUCE INC	4842-0103-1410	\$3,209.92	13920 NE 12 AVE MIAMI, FL 33161
TOLEDANO PROPERTIES LLC	4743-3100-0240	\$995.32	333 E 14 ST#17F NEW YORK, NY 10003
TOTAL		\$ 49,931.12	

Copies of the assessment roll, showing the amount of the assessment to be imposed against each parcel of property, and the legal documentation relating to the assessment is available for inspection in the office of the City Clerk, located at 150 N.E. Second Avenue, Deerfield Beach, Florida.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2021, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessment will cause a tax certificate to be issued against the property, which may result in a loss of title.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-804

Agenda Date: 7/20/2021

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" OF THE CITY OF DEERFIELD BEACH LAND DEVELOPMENT CODE TO CREATE SECTION 98-107 "MOBILE FOOD DISPENSING VEHICLES" TO AUTHORIZE THE USE OF MOBILE FOOD DISPENSING VEHICLES AS A TEMPORARY ACCESSORY USE IN CERTAIN ZONING DISTRICTS AND PROVIDE GENERAL STANDARDS FOR OPERATING MOBILE FOOD DISPENSING VEHICLES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for August 3, 2021

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Previously, mobile food dispensing vehicles were not permitted to operate within the City, except pursuant to, and in connection with, a Special Event Permit.

Current Activity

The Florida Legislature recently enacted Section 509.102, Florida Statutes, which defines the term "mobile food dispensing vehicle" as any vehicle that is a public food service establishment and that is self-propelled or otherwise moveable from place to place and includes self-contained utilities, including but not limited to gas, water, electricity, or liquid waste disposal.

Section 509.102, Fla. Stat, provides a limited state preemption regarding mobile food dispensing vehicles and prohibits a municipality from requiring a separate license, registration, or permit other than the license required by the state, or payment of any license, registration, or permit fee other than the fee required by the state, as a condition for the operation of a mobile food dispensing vehicle within the municipality.

Section 509.102, Fla. Stat., provides that a municipality may not prohibit mobile food dispensing vehicles from operating within the entirety of the municipality's jurisdiction.

While the statute does preempt municipalities in certain areas, it expressly states that it is not to be construed to affect a municipality's authority to regulate the operation of mobile food dispensing vehicles other than the regulations described in Section 509.102(2), Fla. Stat.

With appropriate regulations in place, mobile food dispensing vehicles can support local business and entrepreneurship and provide a valuable and convenient service to the community by providing food and beverage options at special events and other appropriate venues.

Unless the operation of mobile food dispensing vehicles within the City is limited to certain commercial and industrial zoning districts or temporary special events, the operation of such vehicles may negatively impact the use of real property and surrounding properties and create public nuisances. The draft ordinance includes regulations regarding location and operation to address such matters.

Recommendation

Approval is recommended.

MEMORANDUM

To: City Commission

From: City Attorney's Office

Date: July 20, 2021

RE: Mobile Food Dispensing Vehicles Ordinance

The Florida Legislature recently enacted Section 509.102, Florida Statutes, which defines the term "mobile food dispensing vehicle" as any vehicle that is a public food service establishment and that is self-propelled or otherwise moveable from place to place and includes self-contained utilities, including but not limited to gas, water, electricity, or liquid waste disposal. This statute provides a limited state preemption regarding mobile food dispensing vehicles and prohibits a municipality from requiring a separate license, registration, or permit other than the license required by the state, or payment of any license, registration, or permit fee other than the fee required by the state, as a condition for the operation of a mobile food dispensing vehicle within the municipality.

Section 509.102, Fla. Stat., also provides that a municipality may not prohibit mobile food dispensing vehicles from operating within the *entirety* of the municipality's jurisdiction. While the statute does preempt municipalities in certain areas, it expressly states that it is not to be construed to affect a municipality's authority to regulate the operation of mobile food dispensing vehicles other than the regulations described in Section 509.102(2), Fla. Stat.

The enclosed ordinance amends Chapter 98 "Land Development Regulations," Article IV "Supplementary Regulations" of the City of Deerfield Beach Land Development Code to create Section 98-107 "Mobile Food Dispensing Vehicles" to: (1) authorize the use of mobile food dispensing vehicles as a temporary accessory use in certain zoning districts and (2) provide general standards for operating mobile food dispensing vehicles. Below is a summary of the proposed regulations set forth in the newly created Section 98-107 of the City's Land Development Code.

- Provides for authorized locations in which mobile food dispensing vehicles may operate.
- Prohibits operation of mobile food dispensing vehicles in the rights-of-way, unless operating in the right-of-way with express written permission of the City during an authorized special event.
- Allows operation on private property provided the mobile food dispensing vehicle has a notarized affidavit from the property owner indicating the mobile food dispensing vehicle has permission to operate on the property.
- Prohibits operation on a vacant or unimproved site.
- Only one mobile food dispensing vehicle may be parked or in operation at a single location at any given time, unless the mobile food dispensing vehicle has received express written permission from the City during an authorized special event.
- Limits operation at a single location for up to a maximum of four days per week, but no more than three consecutive days, unless during an authorized special event.
- Limits hours of operation to between 7 a.m. and 10 p.m., unless the mobile food dispensing vehicle has the written permission of the City during an authorized special event.

- Provides that outdoor dining areas shall not extend more than 30 feet from the mobile food dispensing vehicle.
- Requires that a mobile food dispensing vehicle have an operational plan that includes the days and times of operation, locations of operation, and whether there will be an outdoor dining area. The operational plan must be available for review by the City upon request.
- Provides for operational standards for mobile food dispensing vehicles.
- Provides for owners and operators of mobile food dispensing vehicles and property owners where such vehicles operate, to be jointly and severally liable for any violations of this section.

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” OF THE CITY OF DEERFIELD BEACH LAND DEVELOPMENT CODE TO CREATE SECTION 98-107 “MOBILE FOOD DISPENSING VEHICLES” TO AUTHORIZE THE USE OF MOBILE FOOD DISPENSING VEHICLES AS A TEMPORARY ACCESSORY USE IN CERTAIN ZONING DISTRICTS AND PROVIDE GENERAL STANDARDS FOR OPERATING MOBILE FOOD DISPENSING VEHICLES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE

WHEREAS, the City is granted the authority under Section 2(b), Article VIII of the Florida Constitution to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Florida Legislature recently enacted Section 509.102, Florida Statutes, which defines the term “mobile food dispensing vehicle” as any vehicle that is a public food service establishment and that is self-propelled or otherwise moveable from place to place and includes self-contained utilities, including but not limited to gas, water, electricity, or liquid waste disposal; and

WHEREAS, Section 509.102, Fla. Stat, provides a limited state preemption regarding mobile food dispensing vehicles and prohibits a municipality from requiring a separate license, registration, or permit other than the license required by the state, or payment of any license, registration, or permit fee other than the fee required by the state, as a condition for the operation of a mobile food dispensing vehicle within the municipality; and

WHEREAS, Section 509.102, Fla. Stat., provides that a municipality may not prohibit mobile food dispensing vehicles from operating within the *entirety* of the municipality’s jurisdiction; and

WHEREAS, while the statute does preempt municipalities in certain areas, it expressly states that it is not to be construed to affect a municipality’s authority to regulate the operation of mobile food dispensing vehicles other than the regulations described in Section 509.102(2), Fla. Stat.; and

WHEREAS, with appropriate regulations in place, mobile food dispensing vehicles can provide a valuable and convenient service to the community by providing food and beverage options at special events and other appropriate venues; and

WHEREAS, the City Commission wishes to support convenient food and beverage options at special events and other appropriate venues, and encourage and support local business

and entrepreneurship by adopting uniform regulations to allow for the operation of mobile food dispensing vehicles within the City consistent with Section 509.102, Fla. Stat.; and

WHEREAS, the City Commission finds that the use and operation of mobile food dispensing vehicles on real property directly affects the use of land within the City, and therefore such uses are subject to the City's legitimate land use and zoning powers under the Florida Municipal Home Rule Powers Act, Community Planning Act, and other applicable law; and

WHEREAS, unless the operation of mobile food dispensing vehicles within the City is limited to certain commercial and industrial zoning districts or temporary special events, the operation of such vehicles may negatively impact the use of real property and surrounding properties and create public nuisances; and

WHEREAS, the City Commission desires to avoid such negative impacts and public nuisances; and

WHEREAS, the City Commission also finds that the use and operation of mobile food dispensing vehicles should be governed by other traditional land use and zoning requirements as more specifically stated herein in order to avoid adverse negative effects that may be caused by the operation of such vehicles on real property and safeguard the community; and

WHEREAS, the City Commission further finds that for mobile food dispensing vehicles to successfully operate their respective businesses for profit within the jurisdictional limits of the City, such vendors must also rely upon and use City streets; and

WHEREAS, the City Commission additionally finds and recognizes that Florida courts have long held that municipalities have the historic ability to regulate commercial use of City streets and that the use of public roads for profit is a privilege, not a right, and can be regulated and controlled by the government in furtherance of the public health, safety, and welfare. *See Seaboard Air Line Ry. Co. v. Wells*, 100 Fla. 1027, 1034, 130 So. 587, 591 (Fla. 1930); *Pennington v. Quigg*, 94 Fla. 1056, 1065, 114 So. 859, 862 (Fla. 1927) (The right to use city streets for conducting private business is not an inherent right and can only be acquired by permission or license from the city); *Jarrell v. Orlando Transit Co.*, 123 Fla. 776, 778, 167 So. 664, 665 (Fla. 1936) (There is then no such thing as a natural right to use the public highways for commercial purposes. A city may grant a limited right to use the streets for private business, but such is "a privilege that may be restricted or withdrawn at the discretion of the granting power The power to do so is plenary and may extend to absolute prohibition"); and

WHEREAS, the City Commission hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Deerfield Beach.

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

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

Section 2. Chapter 98 “Land Development Regulations,” Article IV “Supplementary Regulations” of the City Land Development Code is hereby amended to create Section 98-107 “Mobile Food Dispensing Vehicles” to read as follows¹:

Chapter 98 – LAND DEVELOPMENT REGULATIONS

ARTICLE IV. – Supplementary Regulations

Sec. 98-107. – Mobile Food Dispensing Vehicles

(a) Purpose and intent. The purpose and intent of this Section is to establish land use and zoning regulations for real property where a mobile food dispensing vehicle is authorized to operate within the jurisdictional limits of the City. Except for mobile food dispensing vehicles operating on such real property as authorized in this Section, mobile food dispensing vehicles are prohibited from operating within the City. This Section is neither intended to prohibit mobile food dispensing vehicles from operating within the entirety of the City nor regulate the licensing, registration, permitting and fees of mobile food dispensing vehicles preempted by the State under Section 509.102, Florida Statutes.

(b) Definitions. As used in this Section, the following words and phrases shall have the following meanings, unless the context clearly indicates that a different meaning is intended:

City Manager shall mean the City Manager or designee.

Developed Site shall mean real property upon which a building or other permanent improvements have been legally constructed and that is currently in compliance with the City Code and all applicable land development regulations.

Food shall mean all substances commonly used for human consumption as food, beverage, confectionery, or condiments, whether simple, mixed, or compound, and all substances or ingredients used in preparation thereof.

Mobile Food Dispensing Vehicle shall mean any vehicle that is a public food service establishment and that is self-propelled or otherwise moveable from place to place and includes self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal.

¹ Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in ~~striketrough~~.

Special Event shall mean any organized, temporary public or private celebration or gathering of people, which requires a City special event permit, including by way of example events relating to athletic contests, carnivals, fairs, cook-offs, entertainment, dancing, music concert, dramatic productions, art exhibitions, parades, fundraisers (such as religious, charitable, patriotic or philanthropic events), or the sale of merchandise, food or alcohol, or any combination of the foregoing.

(c) Authorized Locations.

Subject to compliance with the regulations set forth in subsection (d), Mobile Food Dispensing Vehicles shall be allowed to operate within the jurisdictional limits of the City as a temporary accessory use on property that is designated B-1, B-2, B-3, I, I-2 or PID on the City's official zoning map.

(d) Regulations.

The following regulations shall apply to all Mobile Food Dispensing Vehicles operating within the City:

- (1) Mobile Food Dispensing Vehicles shall not operate in any of the rights-of-way within the City, unless they are operating in a right-of-way with express written permission of the City during an authorized Special Event.
- (2) When the Mobile Food Dispensing Vehicle will be operating on private property, a notarized affidavit signed by the property owner indicating that the Mobile Food Dispensing Vehicle has permission to operate and vend on the property is required to be maintained on the Vehicle and available for inspection at all times while operating within the City. The affidavit must also indicate that the property owner acknowledges and agrees to comply with the following requirements:
 - i. The property owner shall comply with all ordinances regarding solid waste disposal and must provide the Mobile Food Dispensing Vehicle access to solid waste collection on the subject property;
 - ii. The property owner shall require that the Mobile Food Dispensing Vehicle meet all applicable federal, state and local statutes, regulations, laws, ordinances, rules and codes including, but not limited to, applicable land use and zoning requirements regarding the subject property including site plan requirements;
 - iii. The property owner shall acknowledge that the property owner understands the regulations governing Mobile Food Dispensing Vehicles and will be held responsible, along with the Mobile Food Dispensing Vehicle owner/operator, for any code violations; and

- iv. The property owner shall ensure that the property will be continuously maintained in a neat, clean, and orderly manner, and that the Mobile Food Dispensing Vehicle shall be limited to operating as a temporary accessory use on the subject property.
- (3) The subject property must be a Developed Site. The subject property shall not be vacant or unimproved.
- (4) No more than one Mobile Food Dispensing Vehicle shall be parked or in operation on a single property at any given time, except multiple Mobile Food Dispensing Vehicles may be allowed with express written permission of the City during an authorized Special Event.
- (5) A Mobile Food Dispensing Vehicle may operate at a single location up to a maximum of four days per week but no more than three consecutive days. Notwithstanding the foregoing, if operation is allowed as part of a Special Event permit, Mobile Food Dispensing Vehicles may operate in accordance with the duration of the Special Event permit.
- (6) Except with the express written permission of the City during an authorized Special Event, hours of operation shall be limited to between 7 a.m. and 10 p.m. The person in charge of the Mobile Food Dispensing Vehicle when in operation on the Developed Site must be present at all times during hours of operation.
- (7) When the Mobile Food Dispensing Vehicle will be operating on private property, the Mobile Food Dispensing Vehicle must be parked on a paved surface and the sales and service area (including the Vehicle) shall not exceed an area of 600 square feet. The area must not adversely affect existing uses on the subject property or the flow of pedestrian and vehicular traffic on the Developed Site. There must be an adequate number of parking spaces available for the general public visiting the Developed Site.
- (8) Outdoor dining areas shall not extend out more than 30 feet from the Mobile Food Dispensing Vehicle.
- (9) Mobile Food Dispensing Vehicles selling or dispensing of food to customers in a moving vehicle or otherwise engaging in drive-up sales is prohibited.
- (e) Operational Standards
 - (1) A Mobile Food Dispensing Vehicle shall have an operational plan that includes the days and times of operation, locations of operation, and whether the Mobile Food Dispensing Vehicle will have an outdoor dining area. The operational plan shall be available for review by the City upon request.

- (2) Parking of Mobile Food Dispensing Vehicles is prohibited when such vehicles are not in operation, unless such vehicles are located within an enclosed garage.
- (3) The operation of a Mobile Food Dispensing Vehicle must not obstruct or interfere with the visibility triangle, vehicular or pedestrian traffic, building access, fire lanes, crosswalks, driveways, fire hydrants, loading areas, stormwater drainage systems, or landscape buffers associated with the principal use, or block required minimum parking spaces of the property.
- (4) Mobile Food Dispensing Vehicles must not enter or park upon playgrounds, playing fields and courts, sidewalks, footpaths, or bicycle paths.
- (5) Mobile Food Dispensing Vehicles must not enter or park upon any “no parking” area, loading zone, driveway, handicapped parking space, designated public safety lane (e.g., fire lanes), within twenty (20) feet of a crosswalk, or within fifteen (15) feet of a fire hydrant or storm drainage structure.
- (6) Amplified music or other sounds from any Mobile Food Dispensing Vehicle or from audio equipment installed on the Developed Site for purposes of vending, attracting, or encouraging the congregation of customers is strictly prohibited.
- (7) Mobile Food Dispensing Vehicles shall maintain an appropriate number and size of operable fire extinguishers in accordance with applicable law.
- (8) The operation of a Mobile Food Dispensing Vehicles shall not create or cause nuisance conditions including, but not be limited to, unauthorized signage, loud noises, visual glare, flashing or animated lights, shouting, amplified music or sound, excessive fumes or smoke, environmental hazards, and any vehicular or pedestrian hazard.
- (9) The grounds around the Mobile Food Dispensing Vehicle and within the vending space shall be kept free of litter, trash, paper and waste at all times. Waste containers shall be provided and all trash and waste containers shall be taken with the vehicle when the vendor leaves, or, with the permission of the property owner, placed inside a commercial dumpster in use and located on the Developed Site.
- (10) Mobile Food Dispensing Vehicles shall not discharge waste, fat, oil, grease, or such other similar substances from the Mobile Food Dispensing Vehicle. All such substances related to or generated from the Mobile Food Dispensing Vehicle shall be taken with the Mobile Food Dispensing Vehicle when it leaves the subject property.
- (11) Mobile Food Dispensing Vehicles must comply, as applicable, with the standards specified by Chapter 5K-4.002, Florida Administrative Code, and the U.S. Food and Drug Administrative 2017 Food Code, as such codes may be amended from time to time. It is also prohibited and unlawful for a Mobile Food Dispensing

Vehicle to fail to comply with all applicable state and City traffic, parking, and stopping and standing laws, codes, ordinances, rules and regulations, including but not limited to applicable Building Code and Fire Code regulations.

- (12) A copy of the appropriate license(s) issued from the Florida Department of Business & Professional Regulation (Division of Hotels and Restaurants) shall be maintained on the Mobile Food Dispensing Vehicle at all times when the Mobile Food Dispensing Vehicle is in operation on real property located within the City, and shall be made available for inspection upon request by the City's law enforcement or code enforcement officers.
- (13) Mobile Food Dispensing Vehicles and all materials associated with such vehicles must physically be moved at least daily and cannot remain on the subject property outside of the approved hours of operation, unless otherwise allowed by the City for Special Events.
- (14) No additional signage shall be permitted on the developed site related to the Mobile Food Dispensing Vehicle except as to signage permanently affixed and displayed on the vehicle, unless specifically approved as part of a Special Event.
- (15) Mobile Food Dispensing Vehicles shall not sell alcohol unless specifically approved as part of a Special Event. The alcohol-related restrictions of Chapter 6 of the City Code are applicable unless otherwise authorized by the City Code, or, expressly waived by the City.

(f) Special Events.

- (1) Mobile Food Dispensing Vehicles shall be allowed to operate within the jurisdictional limits of the City, pursuant to a valid special event permit, in the following authorized areas during an authorized Special Event:

 - (i) Within a clearly delineated area on City property or a public road that has been specifically and temporarily set aside for a Mobile Food Dispensing Vehicle to operate during a Special Event that is open to the general public, provided that the Mobile Food Dispensing Vehicle has been contractually arranged by the Special Event organizer to be part of the Special Event.
 - (ii) Within a clearly delineated area on public or private school property that has been specifically and temporarily set aside for a Mobile Food Dispensing Vehicle to operate during a school sponsored event held entirely on school property, which is open to the faculty and student body, provided the Mobile Food Dispensing Vehicle has been contractually arranged by the school to be part of the event.
 - (iii) Within a clearly delineated area on private property that has been specifically and temporarily set aside for a Mobile Food Dispensing Vehicle

to operate during a Special Event held entirely on private property, which is private or open to the general public, provided the Mobile Food Dispensing Vehicle has been contractually arranged by the Special Event organizer to be part of the Special Event.

- (2) The number and frequency of Special Events are limited as set forth in Section 2-548 of the City Code.

(g) Penalties.

- (1) Owners and operators of Mobile Food Dispensing Vehicles and property owners on which such Mobile Food Dispensing Vehicles operate, shall be jointly and severally liable for any violations of this Section. The penalty provisions set forth in Section 1-15 of the City Code shall apply to violations of this Section.
- (2) In addition to the penalties authorized by subsection (1), the City Manager may also suspend or revoke the Special Event permit as provided in Section 2-541 of the City Code.

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. 2021-805

Agenda Date: 7/20/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 66 "TRAFFIC AND VEHICLES" OF THE CITY CODE OF ORDINANCES AT ARTICLE II "STOPPING, STANDING, PARKING" AND ARTICLE III "TOWING OF UNAUTHORIZED VEHICLES FROM PRIVATE PROPERTY" TO PROVIDE 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 August 3, 2021

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Chapter 66 of the City Code of Ordinances contains regulations regarding the towing of vehicles within the City.

Current Activity

City staff has identified the need to amend Chapter 66 of the City Code of Ordinances to provide consistency with State law and provide for an administrative fee to be imposed and collected by towing companies on behalf of the City.

In 2020, the Florida Legislature passed House Bill No. 133 ("HB 133"), creating Section 166.04465, Florida Statutes, prohibiting municipalities from enacting certain ordinances or rules that impose fees or charges on authorized wrecker operators or towing businesses.

Section 166.04465, Florida Statutes, authorizes municipalities to impose and collect a reasonable administrative fee or charge, not to exceed 25% of the maximum towing rate, on the registered owner or other legally authorized person in control of a vehicle to cover the cost of enforcement, including parking enforcement, by the City when the vehicle is towed from public property.

Pursuant to Section 166.04465, Florida Statutes, an authorized wrecker operator or towing business may impose and collect the administrative fee or charge on behalf of the City and shall remit such fee or charge to the City only after it is collected.

HB 133 also amended Section 715.07, Florida Statutes, to revise requirements regarding notices and signs concerning the towing or removal of vehicles.

The enclosed ordinance revises the City's existing towing regulations for consistency with state law, including the above legislative changes.

Recommendation

Approval.

MEMORANDUM

To: City Commission

From: City Attorney's Office

Date: July 20, 2021

RE: Towing Ordinance

In 2020, the Florida Legislature passed House Bill No. 133 ("HB 133"), creating Section 166.04465, Florida Statutes, prohibiting municipalities from enacting certain ordinances or rules that impose fees or charges on authorized wrecker operators or towing businesses. However, Section 166.04465, Florida Statutes, authorizes municipalities to impose and collect a reasonable administrative fee or charge, not to exceed 25% of the maximum towing rate, on the registered owner or other legally authorized person in control of a vehicle to cover the cost of enforcement, including parking enforcement, by the City when the vehicle is towed from public property. An authorized wrecker operator or towing business may impose and collect the administrative fee or charge on behalf of the City and shall remit such fee or charge to the City only after it is collected. HB 133 also amended Section 715.07, Florida Statutes, to revise requirements regarding notices and signs concerning the towing or removal of vehicles.

The enclosed ordinance amends Chapter 66 "Traffic and Vehicles" of the City of Deerfield Beach Code or Ordinances at Article II "Stopping, Standing, Parking" and Article III "Towing of Unauthorized Vehicles from Private Property" to provide consistency with State law. Below is an outline of the changes to the City's Towing Ordinance:

- Section 66-44 of the City Code was amended to provide for an administrative fee, in an amount equal to the maximum towing rate and to authorize a towing company directed to tow a vehicle to impose and collect such administrative fee on behalf of the City.
- Language was added to clarify that Article III – Towing of Unauthorized Vehicles from Private Property, does not apply to City or Broward Sheriff's Office directed tows.
- The \$50 annual registration requirement for towing companies towing within the City was deleted.
- In accordance with the most recent Broward County ordinance, the City Code was amended to require a person that tows or removes vehicles in the City to provide the City with a copy of a current, valid operating license prior to towing vehicles within the City.
- Distance requirements for storage sites was modified from a 5-mile maximum distance to a 10-mile maximum distance for consistency with Section 715.07, Florida Statutes.
- Minimum hours of operation for storage sites were amended to provide that the storage site must be open on any day that the firm towing such vehicle is open for towing purposes, from at least 8 a.m. to 6 p.m. Previously, the City Code required the storage site to be open 7 days a week from 8 a.m. to 8 p.m.
- Types of payment that towing companies must accept were amended to require, at a minimum, cash, credit card, and debit card payments. The Code previously did not require acceptance of credit or debit cards.
- Amended notice requirements as follows:

- No more than one notice must be placed at each driveway access or curb cut and must be within 10 feet of the public right-of-way-line. Previously, the Code required two notices and provided for 5 feet from the public right-of-way line.
 - If there are no curbs or access barriers, the signs must be posted at a distance of not less than one sign for every 25 feet of lot frontage. Previously, the Code provided for 50 feet of lot frontage.
 - Amended sign size requirements to 18-in by 24-in in size from 12-in by 18-in.
 - Added requirement that the property owner provide the City with a signed affidavit affirming the sign will be installed in accordance with Section 66-149 of the City Code.
- Deleted the registration of agents requirement.

ORDINANCE NO. 2021/

**AN ORDINANCE OF THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORIDA, AMENDING
CHAPTER 66 “TRAFFIC AND VEHICLES” OF THE CITY
CODE OF ORDINANCES AT ARTICLE II “STOPPING,
STANDING, PARKING” AND ARTICLE III “TOWING OF
UNAUTHORIZED VEHICLES FROM PRIVATE PROPERTY”
TO PROVIDE CONSISTENCY WITH STATE LAW;
PROVIDING FOR CONFLICTS, SEVERABILITY,
CODIFICATION, AND AN EFFECTIVE DATE**

WHEREAS, in 2020, the Florida Legislature passed House Bill No. 133 (“HB 133”), creating Section 166.04465, Florida Statutes, prohibiting municipalities from enacting certain ordinances or rules that impose fees or charges on authorized wrecker operators or towing businesses; and

WHEREAS, Section 166.04465, Florida Statutes, authorizes municipalities to impose and collect a reasonable administrative fee or charge, not to exceed 25% of the maximum towing rate, on the registered owner or other legally authorized person in control of a vehicle to cover the cost of enforcement, including parking enforcement, by the City when the vehicle is towed from public property; and

WHEREAS, pursuant to Section 166.04465, Florida Statutes, an authorized wrecker operator or towing business may impose and collect the administrative fee or charge on behalf of the City and shall remit such fee or charge to the City only after it is collected; and

WHEREAS, HB 133 also amended Section 715.07, Florida Statutes, to revise requirements regarding notices and signs concerning the towing or removal of vehicles; and

WHEREAS, the City Commission finds it to be in the best interests of the City to amend the City Code provisions regarding towing for consistency with State law and provide for an administrative fee to be imposed and collected by towing companies on behalf of the City.

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

Section 1. The above “WHEREAS” clauses are true and correct and are incorporated herein.

Section 2. Chapter 66 “Traffic and Vehicles,” of the City Code of Ordinances is hereby amended to read as follows:¹

¹ Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in ~~strikethrough~~.

Chapter 66 – TRAFFIC AND VEHICLES

ARTICLE II – STOPPING, STANDING, PARKING

DIVISION 2 – PARKING CITATIONS AND PENALTIES

Sec. 66-44. - Towing.

- (f) The registered owner, or other legally authorized person in control of a vehicle, towed pursuant to this Section shall pay an administrative fee in an amount equal to 25% of the maximum towing rate. A towing company directed to tow a vehicle pursuant to this Section shall impose and collect the administrative fee on behalf of the City and shall remit such fee to the City after it is collected.

ARTICLE III. - TOWING OF UNAUTHORIZED VEHICLES FROM PRIVATE PROPERTY

Sec. 66-146. - Applicability and definitions.

- (a) This article shall apply to the towing or removal of any motor vehicle from private property within the city without the consent of the registered owner, authorized agent, operator or person in control of that vehicle. This article shall not apply to City directed tows or Broward Sheriff's Office, Deerfield Beach District directed tows.

Sec. 66-147. - Towing conditions and regulations.

The towing or removal of any motor vehicle from private property within the city without the consent of the registered owner, authorized agent, operator or person in control of that vehicle is subject to compliance with the conditions set forth in this section as follows:

- (1) Any person, prior to towing vehicles within the city under the circumstances described in this section, must either obtain a city business tax receipt if the business has a permanent or branch office within the city or register with the city if the business does not have a permanent or branch office within the city. A copy of the business tax receipt or

registration shall be provided to the Broward Sheriff's Office, Deerfield Beach District. ~~The annual registration fee is \$50.00.~~

- (2) Prior to towing vehicles within the City under the circumstances described in this Section, any person that tows or removes vehicles in the City shall provide the City with a copy of a current, valid operating license.
- (23) All towed or removed vehicles must be stored at a site ~~within the city limits or within five 10 miles of the point of towing and convenient enough to allow citizens to retrieve vehicles with minimum difficulty.~~ The site must be open on any day that the firm towing such vehicle is open for towing purposes, from at least 8 a.m. to 6 p.m. must be open for the redemption of vehicles seven days per week, from 8:00 a.m. until 8:00 p.m., and when closed, shall have a sign prominently displayed indicating a local telephone number ~~in the county~~ where the operator of the site can be reached at all times. Upon receipt of a telephoned request to open the site to redeem a vehicle between the hours of ~~8:00 p.m. and 8:00 a.m.,~~ the operator must respond to the site within one hour by having an authorized employee appear at the site to allow release of the vehicle upon receipt of payment or be in violation of this article. The phone number posted shall be kept open for receipt of calls at all times. ~~If that line is busy for ten continuous minutes, it shall create a rebuttable presumption that the line has been disconnected in violation of this section.~~
- (34) A person towing or removing any vehicle shall, within 30 minutes of such towing or removal, notify the Broward Sheriff's Office, Deerfield Beach District of such action, the storage site of the vehicle, the time the vehicle was towed or removed, and the make, model, color and license plate number of that vehicle, and shall obtain the name of the person at the Broward Sheriff's Office, Deerfield Beach District to whom such information was reported and note that name on the trip record.
- (45) A person in the process of towing or removing a vehicle from the premises or parking lot in which the vehicle is not lawfully parked must stop towing or removing the vehicle when a person seeks the return of the vehicle. The vehicle must be returned upon payment of a reasonable service fee of not more than one-half of the posted rate for the towing or removal service. If the registered owner, authorized agent, operator or person in control of the vehicle to be towed arrives at the scene prior to the removal or towing of the vehicle, the tow truck operator shall disconnect the vehicle from the towing or removal apparatus and the vehicle operator shall be allowed to remove the vehicle without interference from the tow truck operator upon the payment of the adopted service fee of not more than one-half of the rate for such towing service. The vehicle may be towed or removed if, after a reasonable opportunity, the owner or legally authorized person in control of the vehicle is unable to pay the service fee. If the vehicle is redeemed, a detailed signed receipt must be given to the person redeeming the vehicle.
- (56) The person or towing firm shall accept at a minimum, cash, credit card, and debit card payments. ~~or a check drawn on a Broward County, Palm Beach County or Dade County bank (with appropriate identification and driver's license).~~

- (67) Any person that tows or removes vehicles and requires the owner, authorized agent or person in control of the vehicle to pay the costs of towing and storage prior to the redemption of the vehicle must file and keep on record with the Broward Sheriff's Office, Deerfield Beach District a complete copy of the current rates charged for such services, and post a copy thereof at the storage site in a conspicuous location an identical rate schedule and any written contracts with property owners, lessees, or persons in control of the property which authorize such person or firm to remove vehicles from the property. The rates allowed to be charged for towing, recovery of a vehicle ~~that which~~ has not been towed, storing a vehicle after six hours, and an administration fee shall be those rates established by the Broward County Board of County Commissioners unless the city commission adopts its own rates by resolution.
- (78) All trucks or vehicles used to tow or remove vehicles from private or public property shall clearly indicate the name, address and telephone number of the towing company on the driver and passenger side doors of the towing vehicle clearly printed in contrasting colors. The name shall be in at least three-inch permanently affixed letters, and the address and telephone number shall be in at least one-inch permanently affixed letters and numbers.
- (89) When a vehicle has been towed or removed, it shall be brought directly to the licensed storage site and shall not be kept in any temporary holding area.
- (910) When a vehicle has been towed or removed, it must be released to its owner or custodian within one-half hour after a request for such release has been made and payment is offered for the towing services ~~if such request is made between the hours of 8:00 a.m. and 8:00 p.m.~~ Any vehicle owner, custodian or agent shall have the right to inspect the vehicle before accepting its return, unless otherwise directed by a police officer pursuant to law, and no release or waiver of any kind may be required from any vehicle owner, custodian or agent as a condition of release. A detailed, signed receipt showing the legal name of the company or person towing or removing the vehicle must be given to the person paying the towing or storage charges at the time of payment, whether requested or not, ~~and which receipt shall state on the front in bold letters the following:~~
- ~~Acceptance of the vehicle and signing of this receipt does not constitute a waiver of any rights or a release for damage to the vehicle which may have resulted from towing.~~
- ~~(10) A detailed, signed receipt, showing the legal name of the company or person towing or removing the vehicle must be given to the person paying towing charges at the time of payment, whether requested or not.~~
- (11) This section shall not apply to law enforcement, firefighting, rescue squad, ambulance, or other emergency vehicles that are marked as such or to property owned by the City.

Sec. 66-148. - Rebates prohibited.

~~The payment of money or any other valuable consideration or giving rebates from the towing individual or firm to the owner or operator of the premises from which vehicles are towed or removed for the privilege of removing or towing those vehicles is expressly prohibited. A person may not pay or accept money, or other valuable consideration, for the privilege of towing or removing vehicles from a particular location.~~

Sec. 66-149. - Notice required.

Prior to towing or removing any vehicle from private property without the consent of the vehicle owner or other legally authorized person in control of the vehicle, the property owner, lessor or lessee must post a notice meeting the requirements set forth in this article. This provision applies in all instances except at single-family residences or where personal notice has been given to the vehicle operator that the location is not available for the parking of unauthorized vehicles and vehicles are subject to removal at the vehicle owner's or operator's expense.

- (1) No more ~~than one~~ and no less than two notices must be prominently placed at each driveway access or curb cut and must be within ~~five~~ 10 feet of the public right-of-way line. If there are no curbs or access barriers, the signs must be posted at a distance of not less than one sign for every ~~50~~ 25 feet of lot frontage. Notices may not be placed in any other location other than ~~the~~ each driveway access or curb cut or every ~~50~~ 25 feet of lot frontage, as required by this section.
- (2) The notice must clearly indicate, in light reflective letters not less than two inches high on a contrasting background, that unauthorized vehicles will be towed away at the owner's expense. The words "Tow Away Zone" must be included on the sign in not less than four-inch-high letters. The sign shall measure ~~12-inch by 18-inch~~ by 24-inch in size. ~~Any sign smaller or larger shall not be permitted.~~
- (3) The notice must provide the name and telephone number of the person towing or removing the vehicles and the location of the storage lot.
- (4) The sign structure containing the required notices must be permanently installed with the ~~bottom of the sign~~ words "Tow Away Zone" not less than ~~four~~ three feet and not more than six feet above ground level. It must be placed and continuously maintained on the property for a period of not less than 24 hours prior to the towing or removing of any vehicles. In addition, prior to the towing or removing of any vehicle, the following must be fully complied with:
 - a. All existing signs and all new signs must have a permit from the city.
 - b. A permit fee of \$5.00 must be paid for each premises containing up to five signs, and an additional fee of \$3.00 for each additional sign, prior to issuance of a permit.

- c. Plans for the sign must be submitted to the city's building department, which department shall inspect the plans or completed sign prior to issuing a permit.
- d. Provide the City with a signed affidavit affirming that the sign will be installed in accordance with this Section 66-149. A property owner, lessor, or lessee that fails to install the sign in accordance with this Section 66-149 shall be subject to code enforcement action.

Sec. 66-150. - Authorization.

Non-consent tow truck companies may not enter into a written contract with the owner of private property that authorizes the tow truck company to tow vehicles from the real property owner's property to the storage yard where the mileage restrictions have been exceeded contrary to section 66-147.

Sec. 66-151.—~~Registration of agents.~~ Reserved.

- (a) ~~The property owner must file with the Broward Sheriff's Office, Deerfield Beach District an affidavit containing a list of the names and addresses of all persons who he has empowered to act as his agents for the purpose of authorizing a tow pursuant to this article. The list must be kept current by the property owner and no person whose name is not so provided to the Broward Sheriff's Office, Deerfield Beach District as stated in this section may act as an agent for the purpose of authorizing a tow. The affidavits shall contain the following statement in clear, legible print or type, signed in the presence of a notary public:~~

~~"The persons listed herein are my agents and may authorize the towing of vehicles pursuant to Section 66-150 of the City of Deerfield Beach Code of Ordinances. To the best of my knowledge they are not employees of the company which will tow the vehicles. I have instructed each agent listed herein that he/she may only authorize a tow pursuant to Section 66-150 of the City of Deerfield Beach Code of Ordinances if he/she is present when the vehicle is towed and if the express written instruction to tow is given subsequent to the unauthorized parking of the vehicle to be towed. Further, I understand that I am responsible for any acts committed by these agents within the scope of their agency and shall be subject to a fine of up to \$500.00 should they violate this ordinance while acting as my agent. I also understand that I am subject to a \$500.00 fine should I make any false statement in this affidavit."~~

- (b) ~~The property owners shall also be responsible for obtaining the signature of his agents appointed pursuant to this article on the following document in clear, legible print or type, and providing such statement to the Broward Sheriff's Office, Deerfield Beach District together with the affidavit required in subsection (a):~~

~~"I, _____, have been authorized to act as the agent for _____ for the purposes of ordering the towing of unauthorized vehicles parked at the following location: _____ . I have been instructed by _____ that I may only authorize a tow if I~~

~~am present when the unauthorized vehicle is being towed and if the express written instruction to tow was given prior to the unauthorized parking of the vehicle which is being towed. I am not an employee or agent of the company which will tow any vehicles pursuant to Section 66-150 of the City of Deerfield Beach Code of Ordinances. I also understand that the City of Deerfield Beach may impose a fine up to an amount of \$500.00 for violation of the rules and regulations contained in Chapter 66, Article III of the City of Deerfield Beach which regulates the towing of vehicles. Additionally, I understand that I am subject to a fine up to an amount of \$500.00 should I make any false statements herein."~~

~~This statement shall be signed in the presence of a notary public.~~

~~(c) For the purpose of sections 66-150—66-152, a person holding a leasehold interest from the property owner shall also be considered the "property owner" as mentioned in these sections.~~

Sec. 66-152. - Penalty for violation of article.

Any private property owner, person or business association engaged in towing vehicles or any other person who violates the provisions of this article shall, upon conviction, be punished pursuant to section 1-15. ~~It shall further be a violation of this article for any person to make a false statement on the affidavits required in section 66-151(a) and (b).~~

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. 2021-776

Agenda Date: 7/20/2021

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

Discussion regarding the selection of a voting delegate to the Florida League of Cities 2021 Annual Conference from August 12-14, 2021.

Recommended Action

Motion on decision of Commission

Background/History

The Florida League of Cities has an annual event whereby, each municipality chooses a voting delegate. In 2019 and 2020, Commissioner Michael Hudak served as the member.

Current Activity

The FLC has requested the selection of a voting delegate for the 2021 Annual Conference in Orlando, from August 12 - August 14, 2021. Upon selection, the form must be returned by July 28, 2021.



To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 11, 2021

Subject: 95th Annual Conference Voting Delegate Information

The Florida League of Cities' Annual Conference will be held at the World Center Marriot, Orlando, Florida on August 12-14, 2021. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida.

Conference registration materials were sent to each municipality via newsletter and are also available online at floridaleagueofcities.com/education-and-events/annual-conference.

If you have any questions on voting delegates, please call (850) 701-3616 or email erussell@flcities.com.
Voting delegate forms must be received by the League no later than July 28, 2021.

Attachments: Form Designating Voting Delegate

**95th Annual Conference
Florida League of Cities, Inc.
August 12-14, 2021
Orlando, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 28, 2021.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax: (850) 222-3806
Email: erussell@flcities.com



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-806

Agenda Date: 7/20/2021

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving free admission to the International Fishing Pier for Veterans; authorizing amendment to the appropriate fee schedule to the extent required; providing for conflicts and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Section 50-113(g) of the City Code authorizes the City Commission to set the daily charge for use of the Pier by resolution.

Current Activity

The City of Deerfield Beach (the "City") would like to provide free sightseer admission to the International Fishing Pier (the "Pier") for veterans. Veterans consist of persons who have:

Served on active duty, in the Reserves, or in the National Guard (including the Coast Guard); and,

Received an honorable or general discharge (under honorable conditions)

Free admission shall be provided to Veterans who provide one of the following: A VA Veteran ID Card, Military ID, Copy of DD-214, or a veteran's endorsement on a state issued ID.

Recommendation

Staff recommends approval of the Resolution to provide free admission to the Pier for Veterans.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING FREE ADMISSION
TO THE INTERNATIONAL FISHING PIER FOR VETERANS;
AUTHORIZING AMENDMENT TO THE APPROPRIATE FEE
SCHEDULE TO THE EXTENT REQUIRED; PROVIDING FOR
CONFLICTS AND AN EFFECTIVE DATE**

WHEREAS, the City of Deerfield Beach (the “City”) would like to provide free admission to the International Fishing Pier (the “Pier”) for veterans; and

WHEREAS, veterans consist of persons who have served on active duty, in the reserves, or in the National Guard (including the Coast Guard) and received an honorable or general discharge under honorable conditions (collectively, “Veterans”); and

WHEREAS, free admission shall be provided to Veterans who provide one of the following: a VA Veteran ID Card, Military ID, copy of DD-214, or a Veteran’s endorsement on a state issued ID; and

WHEREAS, Section 50-113(g) of the City Code authorizes the City Commission to set the daily charge for use of the Pier by resolution; and

WHEREAS, staff recommends approval of free admission to the Pier for Veterans; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve free admission to the Pier for Veterans.

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 free admission to the Pier for Veterans.

Section 3. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution, including adjustment of the applicable fee schedule as necessary.

Section 4. All resolutions, or parts of resolutions, in conflict with this Resolution are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-807

Agenda Date: 7/20/2021

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, opposing and urging Broward County to deny the proposed amendment to the Broward County Comprehensive Plan, Broward County Municipal Service District Future Land Use Element Map Series, changing the future land use designation of the former Wheelabrator North Resource Recovery Facility from Electrical Generation Facility future land use designation to industrial future land use designation; directing the City Clerk to transmit a certified copy of this Resolution to the Broward County Commission and Broward Municipalities; providing for conflicts and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Waste Management, Inc. of Florida ("Waste Management") has applied to change the future land use designation of the 24.2 acre site located on the south side of Wiles Road, west of North Powerline Road (the "Site") from electrical generation facility future land use designation to industrial future land use designation (the "Proposed Amendment"). The Site is the former Wheelabrator North Resource Recovery Facility that is owned and operated by Waste Management, adjacent to the Monarch Hill Landfill. The primary use of the Site was a waste to energy plant that is no longer operating.

The Proposed Amendment would enable Waste Management to expand the existing landfill at Monarch Hill. It would also replace an environmentally friendly resource recovery facility use (waste to energy) with a use providing for increased landfilling of trash. Additionally, the City is particularly concerned with quality of life impacts the Proposed Amendment could have on the surrounding neighborhoods (ex. odor and noise), water and air quality, groundwater impacts and resources, transportation impacts, and the negative impacts on recycling and resource recovery. The existing landfill at Monarch Hill has degraded the water quality in the aquifer beneath the Site, and the expansion of a landfill at the Site will increase the additional adverse impacts on South Florida's only potable aquifer.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, OPPOSING AND URGING BROWARD COUNTY TO DENY THE PROPOSED AMENDMENT TO THE BROWARD COUNTY COMPREHENSIVE PLAN, BROWARD COUNTY MUNICIPAL SERVICE DISTRICT FUTURE LAND USE ELEMENT MAP SERIES, CHANGING THE FUTURE LAND USE DESIGNATION OF THE FORMER WHEELABRATOR NORTH RESOURCE RECOVERY FACILITY FROM ELECTRICAL GENERATION FACILITY FUTURE LAND USE DESIGNATION TO INDUSTRIAL FUTURE LAND USE DESIGNATION; DIRECTING THE CITY CLERK TO TRANSMIT A CERTIFIED COPY OF THIS RESOLUTION TO THE BROWARD COUNTY COMMISSION AND BROWARD MUNICIPALITIES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Waste Management, Inc. of Florida (“Waste Management”) has applied to change the future land use designation of the 24.2 acre site located on the south side of Wiles Road, west of North Powerline Road (the “Site”) from electrical generation facility future land use designation to industrial future land use designation (the “Proposed Amendment”); and

WHEREAS, the Site is the former Wheelabrator North Resource Recovery Facility that is owned and operated by Waste Management, adjacent to the Monarch Hill Landfill; and

WHEREAS, the primary use of the Site was a waste to energy plant that is no longer operating; and

WHEREAS, the Proposed Amendment would enable Waste Management to expand the existing landfill at Monarch Hill; and

WHEREAS, the Proposed Amendment would replace an environmentally friendly resource recovery facility use (waste to energy) with a use providing for increased landfilling of trash; and

WHEREAS, the City is also particularly concerned with quality of life impacts on the surrounding neighborhoods (ex. odor and noise), water and air quality, groundwater impacts and resources, transportation impacts, and the negative impacts on recycling and resource recovery that will likely result from adoption of the Proposed Amendment is adopted; and

WHEREAS, the existing landfill at Monarch Hill has degraded the water quality in the aquifer beneath the Site, and the expansion of a landfill at the Site will increase the additional adverse impacts on South Florida’s only potable aquifer; and

WHEREAS, the City Commission finds it to be in the best interests of the City to oppose the Proposed Amendment.

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 opposes the Proposed Amendment and urges the Broward County Commission to deny the Proposed Amendment.

Section 3. The City Clerk is directed to transmit a certified copy of this Resolution to the Broward County Commission and Broward municipalities.

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