



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
August 3, 2021
7:00 PM

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Non-Uniform Retirement Committee Meeting Minutes

Attachment: March 8, 2021

Community Appearance Board Meeting Minutes

Attachment: May 26, 2021

African American Heritage Board Meeting Minutes

Attachment: April 29, 2021, May 11, 2021, May 19, 2021, May 27, 2021, June 2, 2021

Hillsboro Inlet District Meeting Minutes

Attachment: June 21, 2021

APPROVAL OF THE AGENDA

August 3, 2021

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/87197211231?pwd=cGZSbDEzZ3JsZXNkWWVTN3hBNTVGUT09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 871 9721 1231#

Participant ID: #

Passcode: 446338#

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. Presentation of the American Rescue Plan Act (ARPA), funding received by the City, allowable uses of the ARPA Funds, and potential projects for commission consideration.**

Sponsor: Department of Financial Services

QUASI-JUDICIAL PUBLIC HEARINGS

- 2. P.H. 2021-095: APPLICATION NO. 20-I2-07 (Project Name: A Alligator Septic & Drain) A Broward County LLC, represented by Gustavo Carbonell**

Applicant: APPLICATION NO. 20-I2-07 (Project Name: A Alligator Septic & Drain)

A Broward County LLC, represented by Gustavo Carbonell

Proposal: Major site plan application seeking approval to construct an 11,865 square foot industrial warehouse with a mezzanine and ancillary administrative offices.

Location: The property is generally described as a parcel of land on YORK CHASE RONT O INDUSTRIAL PLAT 123-5 B PORTION PARCEL A DESC AS:COMM SW COR PAR A,N ALG W/L PAR A FOR 472.76 TO POB,CONT N 163.59,E 332.99,S 163.59,W 332.70 TO POB more particularly described in the file, and located at 1811 SW 42nd Way.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: A Alligator Septic & Drain

PUBLIC HEARINGS – SECOND READING

- 3. P.H. 2021-096: 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

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

Sponsor: Department of Planning & Development Services

Attachment: Mobile Food Dispensing Vehicles

PUBLIC COMMENT

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

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

4. **Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Amendment to the Water Tower Site License Agreement between the City and T-Mobile South, LLC, to extend the License Agreement for five additional five year renewal terms; 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: Division of Purchasing & Contract Administration

Attachment: T-Mobile South, LLC

5. **Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the settlement of all claims against the City in the litigation styled *Thomas D. Lacy and Alice Lacy vs. City of Deerfield Beach*; authorizing execution of documents necessary to effectuate the settlement; providing for an effective date. (Funds in the amount of \$45,000 from Account #606-0900-519-37-70 - General Liability Legal)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Attorney

Attachment: Settlement Agreement

6. **Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Piggyback Agreement with Advanced Roofing, Inc. for roof repairs at the Middle School Athletic Complex in an amount not to exceed \$194,609, utilizing the City of Sunrise Contract #2019000166; providing for execution and an effective date. (Funds from Account #001-7025-572-60-21 - Improvements Other than Building)**

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: Advanced Roofing, Inc

ADDENDUM

7. **Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of an Integrated Water Resource Plan Grant Application to Broward County for the installation of a 12 inch reclaimed water main in connection with the SW 10th Street Connector Project; 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 Environmental Services

Attachment: Water Resource Plan Grant

DEPARTMENTAL BUSINESS

8. **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. (Tabled from July 20, 2021)**

Suggested Action: Commission to vote on Ordinance and set public hearing for August 17, 2021

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

Sponsor: Office of the City Attorney

Attachment: Towing of Unauthorized Vehicles

ADDENDUM

9. **Discussion and potential action regarding the use of Oveta McKeithen Multipurpose field by KeyKlub Foundation Inc. for the purposes of hosting an event titled Elevation Fest.**

Suggested Action: Motion on waiver of fee request for KeyKlub to use the Oveta McKeithen

Multipurpose field.

Sponsor: Department of Parks & Recreation

Attachment: KeyKlub Foundation, Inc.

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

- 10. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and accepting a Quit Claim Deed from the City of Deerfield Beach f/k/a the Town of Deerfield Beach for the Deerfield Beach Memorial Cemetery; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Vice Mayor Ben Preston

Attachment: Quit Claim Deed

COMMENTS BY MAYOR & CITY COMMISSION
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ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Budget Workshop Meeting - Tuesday, August 10, 2021

Regular City Commission Meeting - Tuesday, August 17, 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.

**CITY OF DEERFIELD BEACH NON-UNIFORMEEMPLOYEES' RETIREMENT
COMMITTEE SUMMARY OF REGULAR MEETING MINUTES
March 8, 2021**

ROLL CALL: The quarterly meeting of the Board of Trustees of the City of Deerfield Beach Non-Uniformed Employees' Defined Benefit Pension Fund was called to order at 12:04 PM on March 8, 2021 via Zoom. The meeting was held by communications media technology due to pandemic emergency orders in place and health concerns of the trustees.

TRUSTEES PRESENT: John Patterson, F David Rolwing and Lee Magnuson

OTHERS PRESENT:

Fund Attorney Robert Sugarman and of Sugarman & Susskind, Theora Braccialarghe and Piotr Krekora of GRS, City Representative Stephanie Tinsley and Livia Giuliani of Benefits USA.

APPROVAL OF MINUTES:

February 8, 2021

Trustee Rolwing moved to approve the February 8, 2021 meeting minutes and Trustee Patterson seconded the motion and it passed.

PUBLIC COMMENTS:

There were no public comments at this meeting.

Presentation of Revised 10/1/2020 Actuarial Valuation

Mr. Krekora reported on the revised valuation noting that the report was revised to reflect the Board's approved change of the assumption rate of 6.0%. The required contribution for fiscal year ending 9/30/2021 is \$1,372,900. There were 5 deaths during the year meaning that no further benefits were paid. The return on market value net of investment expenses was 4.3%. The investment return was 6.2% vs. the 6.8% assumption.

Mr. Krekora reported on the Variable COLA noting that in order to pay a COLA to the retirees, the Fund must have an actuarial gain from investments; there must be an overall gain for the year and there must be an accumulated gain over the years. These conditions were not met for the fiscal year ending September 30, 2020. Therefore, no COLA will be paid. There were no changes in the Plan provisions in this valuation. The mortality tables were updated to comply with the Florida Retirement System effective July 1, 2019 and the mortality assumptions were used in this valuation.

The Board also approved an assumption rate change from 6.8% to 6% and amortizing the assumption changes over a 10-year period. The funded ratio was 94.5 (98.8% before the assumption changes) vs. 94.3% last year. The participant count is 120 retirees/beneficiaries collecting benefits vs. 126 from last year and 1 active member. Mr. Krekora concluded his report. That being said, Trustee Rolwing moved to approve the 10/1/2020 Actuarial Valuation with the new assumption rate of 6.0% and Chairman Patterson seconded the motion and it passed.

Actuary Rate Study

Ms. Braccialarghe reported based on their recommendation at the last meeting regarding lowering the assumption rate. Based on the current assumption rate of 6.8%, the City's required contribution as of 10/1/2020 before updating the mortality and including a 5-year amortization of the change was \$1,050,636. The required contribution after updating the mortality with the 5-year mortality was \$815,490.

Ms. Braccialarghe 3 scenarios for the investment assumption change noting that if the rate is lowered to 6.5% with a 5-year amortization the required contribution would increase to \$1,107,527, lowering the rate to 6.0% with a 10-year amortization; the required contribution would increase to \$1,372,990 and finally lowering the rate to 5.5% with a 10-year amortization the contribution would increase to \$1,672,239.

After a brief discussion and taking into consideration the impact on the City's Contribution, the Board decided to approve the 6.0% assumption rate change with a 10-year amortization period and to be incorporated into this valuation report. That being said, Trustee Rolwing moved to approve the revised 10/1/2020 actuarial valuation report changing the assumption rate to 6.0% with a 10-year amortization and Chairman Patterson seconded the motion and it passed.

UNFINISHED BUSINESS:

There was no unfinished business discussed.

CONSENT AGENDA for approval: Warrant #305

Graystone Consulting (Q4-2020 Consulting Fee-Invoice #10128321035 dated 2/4/2020)	\$11,875.00
The London Co. (Q4-2020 Mgmt Fee-Invoice dated 1/11/2021)	\$10,161.00
Sugarman & Susskind (Legal Fees-Invoice #15609 dated 2/3/2021)	\$3,000.00
Total	\$25,036.00

Chairman Patterson moved to approve the Consent Agenda and Trustee Magnuson seconded the motion and it passed.

ATTORNEY'S REPORT:

Attorney Sugarman reported on the makeup of the Board as provided in the city code noting that there are 2 City appointees, 2 plan members elected by other members and 1 Fifth Trustee chosen by the other 4. He noted that if any of the members know of a former employee that would like to serve on the Board to please contact them and once the Board has 4 Trustees, those 4 can choose anyone to be the Fifth Trustee.

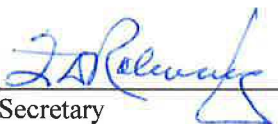
ADMINISTRATOR'S REPORT:

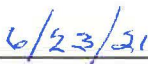
The Administrator had nothing further to report.

NEXT MEETING DATE:

The Administrator reported that the next regular meeting date is May 3, 2021 at 12:00 Noon.

ADJOURN: The meeting was duly adjourned at 1:15 pm.


Secretary


Date

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
May 26, 2021**

A regular meeting of the Community Appearance Board of the City of Deerfield Beach, a municipal corporation of Florida, was called to order on the above date at 7:01 p.m. in the City Commission Chambers, Deerfield Beach, by Chair Belton.

Roll call showed:

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

Also Present: Anthony Soroka, City Attorney
 Tina Jou, Principal Planner of Planning & Development Services
 Tracy Britten, Administrative Support Specialist

Absent: Jack Hugentugler
 Patrick Morris

APPROVAL OF MINUTES OF PREVIOUS MEETING

Vice Chair Glunt made a motion, seconded by Mr. Damiano to approve the May 12, 2021 meeting minutes as submitted. The motion CARRIED by unanimous vote.

DEFERRED ITEM

**#7000 Gloss RX
 29 SE 10 Street
 Building Paint Change**

Tina Jou, Principal Planner of Planning & Development Services, displayed images captured via Google maps. Thereafter, she provided a brief overview regarding the building paint change.

The applicant outlined the proposed color choices for the building on the south and east elevation: Tricorn Black, Pure White and Battleship Gray. The bay doors and walls will be Tricorn Black; the roof will be white. The lettering for the signage will be painted Tricorn Black.

Vice Chair Glunt made a motion, seconded by Mr. Damiano to approve Item #7000. The motion CARRIED by unanimous vote.

NEW ITEM

**#6986 1500 SE 3rd Ct, LLC
1500 SE 3rd Court
Master Signage Plan**

Tina Jou, Principal Planner of Planning & Development Services, displayed images captured via Google maps.

Mr. Glen Welden, the applicant, explained that all tenant signage shall be 3-inch-deep low profile manufactured letter, no trim cap. The letters will be agricultural ½ inch thick Milk White acrylic. The channel letters will be front and back lit, all channel returns will be silver. The LED that will be inside the letters will have 6500 kelvin LED lighting which will provide a true white. The designated font style is Impact. The maximum letter height is 24 inches. The tenants will be limited to the suite address identification number and tenant name only on the rear access door.

Mr. Damiano made a motion, seconded by Vice Chair Glunt to approve Item #6986 as submitted. The motion CARRIED by unanimous vote.

REPORTS

Comments by Deerfield Beach City Attorney

Anthony Soroka, City Attorney, provided a brief summary of House Bill 883: County and Municipal Code Enforcement. Whereas, the Bill prohibits code inspectors, designated by boards of County Commissioners, from initiating investigations or enforcement proceedings of potential violations of codes or ordinances by way of anonymous complaints.

Mr. Soroka, also provided a brief summary of House Bill 403: Home-based Businesses. This Bill prohibits local governments from taking certain actions relating to the licensure and regulation of home-based businesses; specifying conditions under which a business is considered a home-based business; authorizing home-based businesses to operate in areas zoned for residential use.

Comments by Deerfield Beach Planning and Development Services Department

Tina Jou, Principal Planner of Planning & Development Services, advised the board that there are some items for the next meeting, but have not been confirmed.

ADJOURNMENT

Chair Belton adjourned the meeting at 7:34 p.m.

Harry Belton, Chair
Community Appearance Board

City of Deerfield Beach – AFRICAN AMERICAN HERITAGE COMMITTEE BOARD

MEETING of April 29st, 2021 – 6:30 PM at
Commission Chamber (150 NE 2nd Ave.) & Zoom

APPROVED AGENDA

Voting

Diane Chisholm
Lawanna Strowbridge
Gloria Docilait
Annette Mitchell

Zoom

Barri McMillon

Absent

Sandra Jackson

- 1) Call to order/roll call
 - Lawana calls this meeting to order at 6:33pm
 - 2) Approval of Minutes
 - Annette approves minutes from April 21st. Gloria 2nd. All in favor.
 - 3) Old Business
 - a) By Laws
 - Members have request for revisions of verbiage to be made to numbers 1,2 and 3.
 - Annette motions to table By Laws until revisions are made. Diane 2nd. All in favor.
 - i) Parade/Junkanoo
 - Ashley will reach out to junkanoo bands
 - Board will like to blend both junkanoo and parade
 - Gloria motions to name event “Juneteenth Inauguration Celebration”. Diane 2nd. All in favor.
 - Gloria motions to include BSO/Fire Department/ Veterans/ Commissioners/Board and Junkanoo to be recommended to the city manager for the parade. Annette 2nd. All in favor.
 - ii) Entertainment
 - Barri ask City staff to provide real time budget for next meeting
 - Ashley explains the shipping containers and role it will play in the Juneteenth Celebration
 1. 4:00 PM – 5:30 PM
 2. 6:00 PM – 7:30 PM
 3. 8:00 PM – 9:00 PM
 - iii) Logo
 - Gloria motions to table the select ion of the logo until the next meeting. Annette 2nd. All in favor
 - iv) Advertisement
 - Brian will distribute the save the date at a car show.
 - Board suggest social media
 - v) Lunch/Banquet Sunday, June 20th 2021
 - Ashley lets the board know, Carolyn is out for a family emergency and be back next week with updates.
 1. Caterer
 2. Decorations
 3. Theatre groups
 4. Honoring Vets – Gravesite Memorial in the morning performance
 - Board suggest reaching out to Angela Store and Terry Scott for more information for the veterans.
 - a. Location
 - b. Time
- 4) Comments from the Chair & Vice Chair
- 5) Comments from Committee

- Gloria makes a motion to add the Juneteenth float. Annette 2nd. All in favor.
- 6) Comments from Staff
- a) Film Festival
- Ashley shares that the African American Film Festival, needs a representative from the board next year.
- 7) Comments from Alternates
- 8) Comments from Public
- 9) Next Meeting – May 13th at 6:30 PM
- Meeting will be May 5, 2021 at 12pm
- 10) Adjournment
- Gloria motions to adjourn. Diane 2nd. All in favor.

City of Deerfield Beach – AFRICAN AMERICAN HERITAGE COMMITTEE BOARD

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

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

APPROVED AGENDA

In-Person

Diane Chisholm
Lawanna Strowbridge
Barri McMillon @6:40pm
Annette Mitchell
Sandra Jackson

Zoom

Gloria Docilait

- 1) Call to order/roll call
 - Lawanna called the meeting to order @6:32pm
- 2) Approval of Minutes
 - Diane motions to table approval of minutes until able to review. Annette 2nd. All in favor.
- 3) Maverick Entertainment Video
 - Sandra motions to table the Maverick Video until a later meeting. Annette 2nd. All in favor.
- 4) Old Business
 - Diane motions to move the Budget to better plan the remainder of the agenda. Annette 2nd. All in favor.
 - Sandra will look into getting a quote for 2 wreaths with a banner for the fallen veterans.
 - Sandra motions to have 2 wreathes, one for each cemetery, no more than \$1000 total and will include banners. Diane 2nd. All in favor.
 - Diane motions to use Adrian Wilson, Mickey Platt, and Careless Vibes as entertainment for the program. Annette 2nd. All in favor.
 - Sandra motions to hold off on promotion and barricades company. Barri 2nd. All in favor.
 - Sandra motions to table the remaining agenda items (junkanoo band, logo, advertisement, event volunteer coordinator, program-white board) until next meeting. Diane 2nd. All in favor.
 - a) Junkanoo Band
 - b) Entertainment
 - i) Adrian Wilson – Barri
 - ii) Byron Holton
 - iii) Mickey Platt
 - iv) Careless Vibes – RT5
 - v) Delou performance
 - vi) Kenton Jones
 - vii) Others
 - c) Logo
 - d) Advertisement
 - i) New Times proposal
 - ii) Facebook boosts
 - iii) Mailers
 - iv) VMS Boards
 - v) Pelican
 - vi) Observer
 - e) Program – white board
 - f) Corners
 - g) Event Volunteer Coordinator
 - h) Budget
- 5) Comments from the Chair & Vice Chair

- 6) Comments from Committee
- 7) Comments from Staff
- 8) Comments from Alternates
- 9) Comments from Public

*Jordan let the board know she enjoys the idea and purpose of this event.

10) Next Meeting – May 19th at 6:30 PM, May 27th at 6:30 PM, June 2nd at 12:00 PM, June 7th at 6:30 PM, and June 16th at 6:30 PM

11) Adjournment

- Barri motions to adjourn this meeting. Annette 2nd. All in favor.

City of Deerfield Beach – AFRICAN AMERICAN HERITAGE COMMITTEE BOARD

Meeting of May 19th, 2021 – 6:30 PM at

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

APPROVED MINUTES

Voting

Diane Chisholm
Lawanna Strowbridge
Sandra Jackson
Barri McMillon

Zoom

Gloria Docilait

Excused-Absence

Annette Mitchell

1) Call to order/roll call

- Lawanna calls meeting to order at 6:33pm

2) Approval of Minutes

- Diane motions to table approval of the minutes for April 29th and May 11th until next meeting. Sandra 2nd. All in favor.

3) Old Business

a) Maverick Entertainment

- Sandra motions to use Maverick movie, pay for directors' flight and lodging to not exceed \$1000. Diane 2nd. All in favor.
- Barri motions to purchase LED wall for festival along with \$75 for Blackish copy right. Diane 2nd. All in favor.

i) Video

ii) Director flight buyout

iii) Black-ish Season 4 episode 1

b) Junkanoo Band

i) Island Groove Entertainment - \$2,400

(1) 8 performers, 2 stilt walkers & 20 min performance in park

ii) Junkanoo Riddims

- Barri motions to use Junkanoo riddims at 15 performers for \$2250. Diane 2nd. All in favor

(1) 15 performers for parade - \$2,250

(2) 10 performers for parade - \$1,500

iii) Showtyme Junkanoo

(1) 9 performers for parade - \$3,800

(2) 12 performers for parade - \$5,100

(3) 15 performers for parade - \$6,500

c) Parade Management Company – Barri

- Barri motions to use parade management company. Sandra 2nd. All in favor.

d) Floats

- Sandra motions to have 3 floats in the parade, 1 city decorates, 1 staff is responsible for. Barri 2nd. All in favor.

i) (1) City Float

ii) (2) Volunteer Float

- iii) Toyota vehicles
- iv) Coordinator for decorations
- Sandra motions to decide on pricing for decorations at the end of the meeting. Diane 2nd. All in favor.
- e) AAHB Logo
- f) Advertisement
 - i) Mailers
 - Barri motions to bypass the mailers from the budget and concentrate on the flyers. Sandra 2nd. All in favor.
 - ii) VMS Boards
 - Diane motions that we reconsider the VMS for 10 boards for 14 days, starting 2 weeks with the idea that the board will venture out and ask for additional sourcing for the cost of the advertising. Sandra 2nd. All in favor.
 - iii) Rotating Ad on truck - \$5,500
- g) Sponsorship Updates
 - i) JM Family
- h) Event Volunteer Coordinator
- i) Flowers – Sandra update
 - Diane motions that we purchase 2 wreaths for Juneteenth, to honor our fallen soldiers and we will have the ribbon to include Juneteenth 2021 along with verbiage on a card/ statement to stand on the side of the wreath, indicating what its all about. Sandra 2nd. All in favor.
- j) Map
- k) Budget
 - Sandra makes a motion to continue with the budget and update as necessary. Diane 2nd. All in favor
- 4) Comments from the Chair & Vice Chair
- 5) Comments from Committee
- 6) Comments from Staff
- 7) Comments from Alternates
- 8) Comments from Public
- 9) Next Meeting –May 27th at 6:30 PM, June 2nd at 12:00 PM, June 7th at 6:30 PM, and June 16th at 6:30 PM
- 10) Adjournment
 - Barri motions to adjourn this meeting.

City of Deerfield Beach – AFRICAN AMERICAN HERITAGE COMMITTEE BOARD

Meeting of May 27th, 2021 – 6:30 PM at

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

APPROVED MINUTES

Voting

Diane Chisholm
Sandra Jackson
Barri McMillon
Annette Mitchell
Gloria Docilait

Zoom

Lawanna Strowbridge

1) Call to order/roll call

- Sandra calls meeting to order at 6:34pm.

2) Approval of Minutes

- Annette tables My 19th minutes for further review until next meeting. Barri 2nd. All in favor.

3) Banquet Date- Dave Santucci

- Gloria motions to move the Banquet dates from Sunday, June 20th to Friday, June 18th. Diane 2nd. All in favor
- Gloria motions to move discussion of the banquet until the end of the meeting. Diane 2nd. All in favor.

4) Old Business

- Diane motions to move the Banquet from the Leo Robinson Gym to the Double Tree. Gloria second. All in favor.
- Annette motions to move the event time on Friday to 7pm-9pm. Gloria 2nd. All in favor.
- Barri motions to limit the capacity to the banquet to 150 people with the option to reserve the right to increase capacity later.
Diane 2nd. All in favor.

a) Floats

- Barri motions that the donation received of \$4,500, \$3,000 to go to a float company and the remanding \$1,500 to be used for the 3rd float. Annette 2nd. All in favor
- Diane take lead on getting information on decorations.

i) (2) Volunteer Floats – Quotes

ii) Coordinator for decorations

b) Advertisement

c) Event Volunteer Coordinator

d) Saturday Program

e) Sunday Program

f) Map

g) Budget

h) Shirts

- Gloria motions for the board shirts to be 2 white polos for the members and Annette will approve the material. Barri 2nd. All in favor.

- Gloria tables Juneteenth shirts for the next meeting. Barri 2nd. All in favor.
 - Barri motions to add and additional 15 minutes to finish the meeting. Gloria 2nd. All in favor.
- i) Logistics
 - i) Tents
 - ii) Signage
 - j) Saturday Program
 - Gloria motions to donate \$500 to the Deerfield Beach Highschool dancer for their participation in Saturday's Juneteenth event. Annette 2nd. All in favor.
 - k) Sunday Program
- 5) Comments from the Chair & Vice Chair
 - 6) Comments from Committee
 - 7) Comments from Staff
 - 8) Comments from Alternates
 - 9) Comments from Public
 - 10) Next Meeting –June 2nd at 12:00 PM, June 7th at 6:30 PM, and June 16th at 6:30 PM
 - 11) Adjournment
 - Barri motions to adjourn this meeting. Annette 2nd. All in favor.

City of Deerfield Beach – AFRICAN AMERICAN HERITAGE COMMITTEE BOARD

Meeting of June 2nd, 2021 – 12:00 PM at

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

AGENDA

Voting

Diane Chisholm
Sandra Jackson
Annette Mitchell
Lawanna Strowbridge

Zoom

Gloria Docilait
Barri McMillon

1) Call to order/roll call

- Lawanna calls meeting to order at 12:11pm

2) Approval of Minutes

- Annette motions to approve 5.19.21 minutes with corrections made. Diane 2nd. All in favor.
- Annette motions to approve 5.27.21 minutes. Diane 2nd. All in favor.
- Diane motions to approve 5.11.21 Annette 2nd. All in favor.
- Diane motions to approve 4.29.21. Sandra 2nd. All in favor.

3) Old Business

a) Budget

b) Floats

i) Decorations

c) Friday Program

i) Entertainment

ii) Double Tree cost \$5473.50

- Diane motions to change Friday event from Reception to Banquet style serving. Annette 2nd. All in favor.

iii) Menu

- Sandra motions to choose for the Banquet menu, Pan Seared Salmon and Roasted Chicken Breast. Diane 2nd. All in favor.

(1) Shredded Pork and Grits

(2) BBQ Meatballs

(3) Morrison's Mac and Cheese

(4) Fruit Skewers and Fresh Vegetables with Ranch Dressing

(5) Spud Bar (Whipped Sweet Potatoes and creamy Yukon Gold (toppings) Brown sugar and butter, bacon, brown gravy, cheddar cheese, sour cream)

d) Sunday Program

e) Shirts

- Diane motions to table the shirts to be sold at the event. Annette 2nd. All in favor

f) Logistics

- Sandra motions that depending on the extra funds that will be sent from other departments equal \$1500 to purchase an additional already decorated float. If less than \$1000 instruct city to purchase supplies. Diane 2nd. All in favor.

i) Committee responsibilities

ii) Signage

4) Comments from the Chair & Vice Chair

5) Comments from Committee

6) Comments from Staff

7) Comments from Alternates

8) Comments from Public

9) Next Meeting –June 16th at 6:30 PM

10) Adjournment

- Sandra motions to adjourn today's meeting. Diane 2nd. All in favor.

HILLSBORO INLET DISTRICT
Minutes of Regular Monthly Meeting, Monday, June 21, 2021
Fletcher Hall, 2200 NE 38th Street, City of Lighthouse Point

MEMBERS PRESENT:

Chairman Denise Bryan
Vice-Chair Laurence Gore
Commissioner Scott Loesel
Commissioner Tyler Chappell
Commissioner Hank Sarkis
Commissioner Mohamed "Mo" Tarifi
Commissioner Robert O'Neill

OTHERS PRESENT:

Matthew T. Ramenda, Weiss Serota Helfman Cole &
Bierman, P.L.
Captain Woodworth R. Draughon III
Assistant Captain Alexander Cuevas
Robert M. Andrews, Accountant
Kimberly Longo, District Secretary

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

APPROVAL OF MINUTES: A Motion to approve the May 17, 2021 Regular Meeting Minutes was made by Commissioner Loesel and seconded by Commissioner Sarkis. Commissioner Tarifi requested an amendment to the Minutes to correct the word quiets to quiet in the fourth paragraph, fourth sentence on page 4. The Motion, as amended, to approve the minutes was approved unanimously. (6-0)

APPROVAL OF OUTSTANDING BILLS: A Motion was made by Commissioner Loesel and seconded by Commissioner O'Neill for approval of all outstanding bills in the amount of \$52,501.70. 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 Commissioner Loesel and seconded by Commissioner Chappell 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 eight (8') feet controlling depth shoreward and six (6') feet controlling depth seaward. There were 9.5 hours of dredging time, resulting in 4,275 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 chipped, prepped and painted inside the dredge walls along the bilge area;

2. The crew replaced leaking hydraulic hoses due to worn fittings and shut off valve which is connected to a main supply line;
3. The crew replaced three (3) badly worn hydraulic hoses attached to the cutter head motor inside the ladder;
4. The crew sealed engine cover lids and fabricated a rear engine cover draining compartment (to help keep rainwater from falling on the generator); and
5. The crew made some "keep off" signs for the dredge boats and elbow barge.

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

NEW BUSINESS:

DISCUSSION REGARDING 2021-22 BUDGET AND FUNDING OF RESERVES:

District Accountant Robert Andrews provided the Board with a draft of the 2021-2022 budget for discussion. Mr. Andrews also provided a reserve schedule as a talking point for the discussion along with the fixed asset schedule of the District and the Balance Sheet from the audit report of 9/30/2020.

Commissioner Sarkis commented on the projections that were used. District Accountant Robert Andrews advised Commissioner Sarkis that the District is taking a bottom up approach to understanding expenses and that the District wants to take a deep dive into the reserves and wants to provide all of the Commissioners with current assets of the District and the projected costs of the future equipment replacement. Mr. Andrews advised the Board that he will be bringing back an updated budget for the District's consideration in July.

RESOLUTION APPROVING AMENDMENTS TO PROCUREMENT POLICIES AND PROCEDURES: Chair Bryan discussed the need for the District to update its procurement policies and procedures.

Resolution No. 2021-03 was read into the record by Assistant General Counsel, Matthew Ramenda as follows:

A RESOLUTION OF HILLSBORO INLET DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA ("DISTRICT"), AMENDING HILLSBORO INLET DISTRICT RESOLUTION 2004-001, "PROCUREMENT POLICIES AND PROCEDURES," TO PROVIDE FOR EXEMPTIONS FROM COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS FOR PROCUREMENT ACTIVITIES DUE TO AN EMERGENCY OR IN THE EVENT OF A DECLARED SOLE SOURCE CIRCUMSTANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

A Motion was made by Commissioner Chappell and seconded by Commissioner Loesel to approve the amendments to Procurement Policies and Procedures. District Secretary Kimberly Longo called roll. The motion was approved (6-1). (Commissioner Sarkis voted no.)

RESOLUTION APPROVING THE PURCHASE OF FLEXIBLE HOSES: Chair Bryan advised the Board that the District needs to purchase more flexible hoses and asked Captain Draughon to discuss the flexible hoses that were located through Dredge Central. Captain Draughon advised the Board that eighteen (18) used 12" floating pipes were available for purchase from the vendor Dredge Central LLC in Tennessee. Captain Draughon provided photographs of the flexible hoses to the Board. Commissioner Tarifi asked how long will the flexible hoses last and Captain Draughon advised seven to ten years.

Resolution No. 2021-04 was read into the record by Assistant General Counsel, Matthew Ramenda as follows:

A RESOLUTION OF HILLSBORO INLET DISTRICT, FLORIDA, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, FINDING THAT AN EMERGENCY EXISTS WITH RESPECT TO THE DISTRICT'S NEED TO ACQUIRE FLEXIBLE HOSES TO INSURE CONTINUED OPERATION OF THE DISTRICT'S SAND BYPASSING OPERATIONS; AUTHORIZING THE CHAIR AND/OR VICE-CHAIR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PURCHASE 12" FLOATING PIPE FROM DREDGE CENTRAL, LLC, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$150,000.00); PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

A Motion was made by Commissioner Loesel and seconded by Commissioner O'Neill for approval of the purchase of eighteen (18) flexible hoses from Dredge Central LLC in the amount of \$41,050.00. The motion was approved unanimously. (7-0)

DISCUSSION REGARDING RENEWAL LINE OF CREDIT WITH BB&T BANK: Chair Bryan advised the Board that she needed to remove herself from this agenda item due to a conflict of interest and asked Vice Chair Gore to handle this agenda item. District Accountant Robert Andrews discussed the renewal line of credit with BB&T Bank. A Motion was made by Commissioner O'Neill and seconded by Commissioner Tarifi to renew the line of credit with BB&T Bank. The motion was approved unanimously. (6-0) (Chair Bryan did not vote on this item due to a conflict of interest.)

OLD BUSINESS:

STATUS OF MODULAR OFFICE BUILDING AND FOUNDATION RFP 2020-01:

Chair Bryan advised the Board that the Status of Modular Office Building and Foundation RFP 2020-01 is at a stand-still due to high prices and many outstanding issues that still need to be figured out.

A Motion was made by Commissioner Chappell and seconded by Commissioner Loesel to cancel RFP 2020-01. The motion was approved unanimously. (7-0)

UPDATE ON DISTRICT OFFICE LOCATION AT HILLSBORO CLUB: Chair Bryan advised the Board that the Hillsboro Club is willing to rent two bungalows for six months for Seven Hundred Dollars (\$700.00) per month, plus tax (\$350.00 per room, plus tax) to the District from June 15, 2021 to December 15, 2021 for the first term. In November, the Hillsboro Club and the District will evaluate the time line and extend another six months if needed. Captain Draughon advised that he and the crew have been working on the two bungalows to get them ready to move in. A Motion was made by Vice Chair Gore and seconded by Commissioner Loesel to approve the District to rent two bungalows for \$700.00 per month from the Hillsboro Club. The motion was approved unanimously. (7-0)

MEETING LOCATION FOR SEPTEMBER 13, 2021 FIRST BUDGET/MILLAGE PUBLIC HEARING: Chair Bryan advised the Board that the District's September 13, 2021 First Budget/Millage Public Hearing will be held at Sea Ranch Lakes City Hall or Beach Club.

GENERAL COUNSEL COMMENTS: None.

COMMISSIONER COMMENTS: None.

ADJOURNMENT

Motion was made by Commissioner Loesel to adjourn the meeting and seconded by Commissioner Sarkis. The meeting was adjourned at 7:47 PM by Chair Bryan.

Respectfully submitted,

Kimberly Longo, District Secretary



City Commission Meeting - August 3, 2021

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, August 3, 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 August 3, 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 adhering to social distancing protocols, temperature checks and face covering recommendations. A copy of the agenda for the August 3, 2021 meeting will be available at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Attending and Viewing the City Commission Meeting:

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

- 1. In Person Attendance.** Attend in person in the City Commission Chambers adhering to social distancing protocols, temperature checks and face covering recommendations.
- 2. Zoom**
 - a. Via Zoom Online** - Access to the meeting will begin at 6:45 PM on August 3, 2021.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/87197211231?pwd=cGZSbDEzZ3JsZXNkWWVTN3hBNTVGUT09>
 - 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: 871 9721 1231#, Participant ID: #, Passcode: 446338#

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 August 3, 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. 2021-813

Agenda Date: 8/3/2021

Status: QUASI-JUDICIAL PUBLIC
HEARINGS

In Control: City Commission

Title

P.H. 2021-095: APPLICATION NO. 20-I2-07 (Project Name: A Alligator Septic & Drain) A Broward County LLC, represented by Gustavo Carbonell

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Current Activity

The applicant, A Broward County LLC, is requesting approval of a major site plan application to construct an 11,865 square foot industrial warehouse with a mezzanine and ancillary administrative offices. The proposed site plan demonstrates an 8,322 square foot truck garage, 2,140 square feet of accessory office space, a 2,618 square foot mezzanine for equipment storage, and a 704 square foot truck wash station along the west portion of the building.

The property is located at 1811 SW 42nd Way in the I-2 (Limited Heavy Industrial) zoning district and is approximately 54,450 square feet (1.25 acres) in area. Since the property includes portions of private roadway, site data is calculated from the edge of pavement, with the total lot area of 51,633 square feet. The site is currently undeveloped, and therefore this is the first site plan for the property.

The proposed development is intended for sole use by A Alligator Septic & Drain. The site will be utilized for the washing and indoor storage of the septic trucks in addition to administrative tasks. The site is not open to the public and all service requests are created either online or by telephone.

It should be noted that all waste from the interior of the trucks is removed at a designated septage receiving facility operated by Broward County Waste and Wastewater Services in Pompano Beach.

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

The Community Appearance Board approved the application on May 12, 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 site.

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 42nd Way roadway in a reasonably clean condition through daily street sweeping of the entire length of the road, as well as the portion of Wiles Road going east from the Monarch Hill Landfill facility along the merge lane, or document to the City that 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 42nd Way 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. All waste collected and contained within the interior of the trucks shall be disposed of at an authorized septage receiving facility. No disposal, storage, or dumping of waste collected by the trucks shall occur on site.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A MAJOR SITE PLAN APPLICATION FROM A BROWARD COUNTY, LLC TO CONSTRUCT AN 11,865 SQUARE FOOT INDUSTRIAL WAREHOUSE WITH A MEZZANINE AND ANCILLARY ADMINISTRATIVE OFFICES AT THE PROPERTY LOCATED AT 1811 SW 42ND WAY, DEERFIELD BEACH, FLORIDA (APPLICATION NO. 20-I2-07); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 20-I2-07 (the “Site Plan Application”) has been submitted to the City by A Broward County, LLC (the “Applicant”) seeking site plan approval to construct an 11,865 square foot industrial warehouse with a mezzanine and ancillary administrative offices on the property located at 1811 SW 42nd Way, Deerfield Beach, Florida (collectively, the “Facility”); and

WHEREAS, the Facility site is approximately 1.25 acres legally described as a parcel of land on YORK CHASE RONTOL INDUSTRIAL PLAT 123-5 B PORTION PARCEL A DESCRIBED AS: COMM SW COR PAR A, N ALG W/L PAR A FOR 472.76 TO POB, CONT N 163.59, E 332.99, S 163.59, W 332.70 TO POB, as more particularly described in the file and located at 1811 SW 42nd Way, Deerfield Beach, Florida in the I-2 Zoning District (the “Property”); and

WHEREAS, the Site Plan Application demonstrates an 8,322 square foot truck garage, 2,140 square feet of accessory office space, a 2,618 square foot mezzanine for equipment storage, and a 704 square foot truck wash station along the west portion of the Facility; and

WHEREAS, the Site Plan Application was reviewed by pertinent City staff, the Community Appearance Board recommended approval of the Site Plan Application on May 12, 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 42nd Way roadway in a reasonably clean condition through daily street sweeping of the entire length of the road, as well as the portion of Wiles Road going east from the Monarch Hill Landfill facility along the merge lane, or document to the City that you have entered into a binding agreement with the applicable association to provide for such measures.

2. Prior to the issuance of an engineering permit, the Applicant shall propose a pavement design in accordance with FDOT standards based on heavy duty vehicle use for the SW 42nd Way corridor, or document to the City that you have entered into a binding agreement with the applicable association to provide for such pavement design. This design or documentation shall be submitted to the City prior to the issuance of an engineering permit for the Property.

3. All waste collected and contained within the interior of any vehicles shall be disposed of at an authorized septage receiving facility prior to entering the Property. No disposal, storage, or dumping of waste collected by vehicles shall occur on the Property.

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

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING A MAJOR SITE PLAN APPLICATION FROM A BROWARD COUNTY, LLC TO CONSTRUCT AN 11,865 SQUARE FOOT INDUSTRIAL WAREHOUSE WITH A MEZZANINE AND ANCILLARY ADMINISTRATIVE OFFICES AT THE PROPERTY LOCATED AT 1811 SW 42ND WAY, DEERFIELD BEACH, FLORIDA (APPLICATION NO. 20-I2-07); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 20-I2-07 (the “Site Plan Application”) has been submitted to the City by A Broward County, LLC (the “Applicant”) seeking site plan approval to construct an 11,865 square foot industrial warehouse with a mezzanine and ancillary administrative offices on the property located at 1811 SW 42nd Way, Deerfield Beach, Florida (collectively, the “Facility”); and

WHEREAS, the Facility site is approximately 1.25 acres legally described as a parcel of land on YORK CHASE RONTOL INDUSTRIAL PLAT 123-5 B PORTION PARCEL A DESCRIBED AS: COMM SW COR PAR A, N ALG W/L PAR A FOR 472.76 TO POB, CONT N 163.59, E 332.99, S 163.59, W 332.70 TO POB, as more particularly described in the file and located at 1811 SW 42nd Way, Deerfield Beach, Florida in the I-2 Zoning District (the “Property”); and

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

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

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

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

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

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, 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, August 3, 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. 2021-095: Applicant: **APPLICATION NO. 20-12-07 (Project Name: A Alligator Septic & Drain) A Broward County LLC, represented by Gustavo Carbonell.**

Proposal: Major site plan application seeking approval to construct an 11,865 square foot industrial warehouse with a mezzanine and ancillary administrative offices.

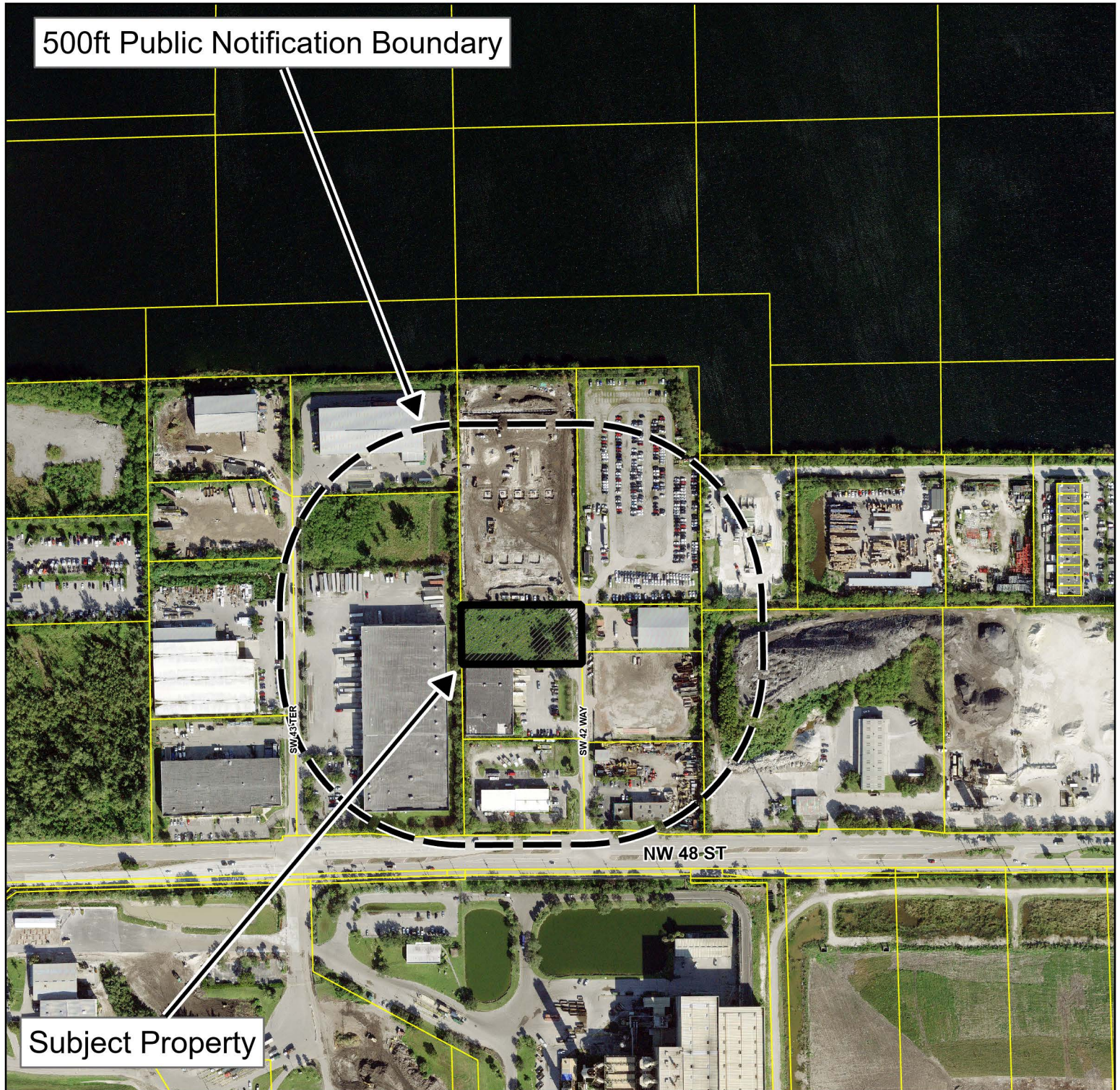
Location: The property is generally described as a parcel of land on YORK CHASE RONTON INDUSTRIAL PLAT 123-5 B PORTION PARCEL A DESC AS: COMM SW COR PAR A, N ALG W/L PAR A FOR 472.76 TO POB, CONT N 163.59, E 332.99, S 163.59, W 332.70 TO POB more particularly described in the file, and located at **1811 SW 42nd Way.**

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

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

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

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



Public Hearing Notice Map

Major Site Plan Application
20-12-07

1811 SW 42nd Way

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.	20-12-07										
Project Name:	A Alligator Septic & Drain										
Applicant:	A Broward County LLC / Maria Boyle-Burgun										
Agent:	Gustavo J. Carbonell										
Requested Action/Description:	Major site plan application seeking approval to construct an 11,865 square foot industrial warehouse with a mezzanine and ancillary administrative offices.										
Location:	1811 SW 42 nd Way										
Legal Description:	Generally described as a parcel of land on YORK CHASE RENTO INDUSTRIAL PLAT 123-5 B PORTION PARCEL A DESC AS:COMM SW COR PAR A,N ALG W/L PAR A FOR 472.76 TO POB,CONT N 163.59,E 332.99,S 163.59,W 332.70 TO POB										
Size:	54,450 square feet (1.25 acres)										
Existing Zoning:	I-2 (Limited Heavy Industrial)										
Existing Land Use:	Undeveloped										
Future Land Use Plan Designation:	Industrial										
Surrounding Land Use and Zoning:											
North:	<table><tr><td><u>Existing Land Use</u></td><td><u>Zoning</u></td></tr><tr><td>Waste collection facility (Waste Management)</td><td>I-2 (Limited Heavy Industrial)</td></tr><tr><td>Waste collection facility (J&A Waste)</td><td>I-2 (Limited Heavy Industrial)</td></tr><tr><td>Industrial</td><td>I-2 (Limited Heavy Industrial)</td></tr><tr><td>Industrial</td><td>I-2 (Limited Heavy Industrial)</td></tr></table>	<u>Existing Land Use</u>	<u>Zoning</u>	Waste collection facility (Waste Management)	I-2 (Limited Heavy Industrial)	Waste collection facility (J&A Waste)	I-2 (Limited Heavy Industrial)	Industrial	I-2 (Limited Heavy Industrial)	Industrial	I-2 (Limited Heavy Industrial)
<u>Existing Land Use</u>	<u>Zoning</u>										
Waste collection facility (Waste Management)	I-2 (Limited Heavy Industrial)										
Waste collection facility (J&A Waste)	I-2 (Limited Heavy Industrial)										
Industrial	I-2 (Limited Heavy Industrial)										
Industrial	I-2 (Limited Heavy Industrial)										
East:											
South:											
West:											
Applicable Regulations:	Deerfield Beach Land Development Code										
Plat Restrictions:	335,000 square feet of industrial use. Commercial/Retail uses not permitted										

without the approval of the Board of County Commissioners who shall review and address these uses for increased impacts.

Department Comments & Requirements

REQUEST:

The applicant, A Broward County LLC, is requesting approval of a major site plan application to construct an 11,865 square foot industrial warehouse with a mezzanine and ancillary administrative offices. The proposed site plan demonstrates an 8,322 square foot truck garage, 2,140 square feet of accessory office space, a 2,618 square foot mezzanine for equipment storage, and a 704 square foot truck wash station along the west portion of the building.

BACKGROUND:

The property is located at 1811 SW 42nd Way in the I-2 (Limited Heavy Industrial) zoning district and is approximately 54,450 square feet (1.25 acres) in area. Since the property includes portions of private roadway, site data is calculated from the edge of pavement, with the total lot area of 51,633 square feet. The site is currently undeveloped, and therefore this is the first site plan for the property.

The proposed development is intended for sole use by A Alligator Septic & Drain. The site will be utilized for the washing and indoor storage of the septic trucks in addition to administrative tasks. The site is not open to the public and all service requests are created either online or by telephone.

It should be noted that all waste from the interior of the trucks is removed at a designated septage receiving facility operated by Broward County Waste and Wastewater Services in Pompano Beach.

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

The Community Appearance Board approved the application on May 12, 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 site.

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS:

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

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

1. Prior to issuance of the engineering permit, the applicant shall implement measures to maintain SW 42nd Way roadway in a reasonably clean condition through daily street sweeping of the entire length of the road, as well as the portion of Wiles Road going east from the Monarch Hill Landfill facility along the merge lane, or document to the City that 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 42nd Way 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. All waste collected and contained within the interior of the trucks shall be disposed of at an authorized septage receiving facility. No disposal, storage, or dumping of waste collected by the trucks shall occur on site.

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 warehouse 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 proposed warehouse 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 proposed use of warehouse is permitted in the I-2 zoning district. The truck wash and administrative offices are considered accessory to the proposed principal warehouse use. The proposed development complies with applicable Code requirements for the district. The adjacent uses, structures, and activities surrounding the parcel include a waste collection facility to the north and east, a moving company to the west, and a manufacturing and building company to the south.

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

The proposed building demonstrates 2,140 square feet allocated for office use, 10,940 square feet of warehouse space (8,322 square foot truck garage with a 2,618 square foot mezzanine for equipment storage), a 704 square foot truck

wash station along the west portion of the building, and a 3-car garage with access to the proposed offices. The height of the proposed building is 27 feet and 2 inches. The FAR (floor area ratio) is .28, which complies with the maximum allowable FAR of 1.00 required by Code.

The proposed location, dimensions, height, and floor area of the proposed building 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 two means of access into the site. The site plan demonstrates a total of 30 parking spaces equivalent to the minimum amount required by Code. A parking garage with an interior tandem space is proposed for use by the business owners; however, the tandem space has been excluded from the required parking calculations. The proposed parking layout demonstrates parking along the side and rear yards outside of the truck circulation area.

The septic trucks will access the site from either of the two demonstrated ingresses and either drive into the truck wash from the north side of the building or park in the warehouse to be stored until future use. Three-point turns sufficient for safe truck circulation are demonstrated on the plans.

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

Although the level of intensity is expected to increase as a result of new development to the undeveloped site, impacts to sound and lighting are anticipated to be minimal due to the use proposed and the enclosed component of the proposed building.

A trip generation analysis was submitted by Traf Tech Engineering, Inc. on behalf of the applicant and since the number of daily trips did not exceed 500 trips, a traffic impact statement was not required.

The hours of operation are Monday through Friday, 7am-6pm. There is a total of 12 employees, two of which are administrative personnel. The site is not open to the public and all service requests are created either online or by telephone.

(e) Alteration of light and air;

The proposed development is not anticipated to impact light or airflow. Per the applicant's narrative, there is no anticipated odor from the trucks or the truck washing area. The proposed truck wash station is roofed and walled while the truck garage is completely enclosed. The trucks are washed to remove the typical outside debris associated with vehicular travel, such as dust and bird droppings.

It should be noted that all waste from the interior of the trucks is removed at a designated septage receiving facility operated by Broward County Waste and Wastewater Services in Pompano Beach.

(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;

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 proposed building is located 91 feet and 11 inches from the front (east) property line, 6 feet from the south side property line, 67 feet and 7 inches from the north side property line, and 89 feet 10 inches from the west side property line, which complies with the required setbacks for the I-2 zoning district as established by Code.

An 8-foot-high chain link fence is proposed along the front, north side and rear property lines. Landscaping is included on the plans 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 site will increase due to the undeveloped nature of the property, the site plan demonstrates buffers and fencing along the property to comply with Code.

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

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

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

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

SUMMARY & REQUIREMENTS

Staff's review of Application 20-12-07 has found that, subject to the recommended conditions of approval, the proposed project is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan and Land Development Code.

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

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	A-Alligator Warehouse & Executive Offices	Application No.:	20-12-07
Reviewer Name:	Jenna Lane	Project Address:	1811 SW 42nd Way
Department/Division:	Planning & Zoning		
Position:	Planner		
Date of Review:	5-5-21		
Submittal No.:	3		

A. APPLICATION / GENERAL COMMENTS:

1.	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. 1. Fire Rescue \$ 247.51 2. Police \$ 202.33 3. Parks \$ 0.00
1.a.	Comment acknowledged.
2.	All resubmittals shall be provided with a written narrative responding to all comments.
2.a.	Comment acknowledged.
3.	Prior to resubmittal, contact Jenna Lane, Planner and Veronica Rodriguez at jlane@deerfield-beach.com and vrodriquez@deerfield-beach.com to schedule a Development Review Committee meeting.
3.a.	Comment acknowledged.
4.	Community Appearance Board approval is required prior to approval of 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.
4.a.	Comment acknowledged.
5.	Per Section 98-13(b)(5), provide disclosure affidavit for Gustavo J. Carbonell.
5.a.	Comment acknowledged.
6.	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

Development Plan Application Comments

	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. Please provide a Plat Determination letter from the County to confirm whether amendments to the plat/plat note restriction are required.
6.a.	Comment addressed. Correspondence between applicant and County provided.
7.	Remove 11"x17" colored elevations stapled to the front of the plan sets. If colored elevations are to be included in plan sets, they must be the same size as the rest of the pages in the plan set and referenced in the correct location of the index.
7.a.	Comment addressed.
8.	Original owner signature must be provided on the Development Plan Application.
8.a.	Comment addressed.
9.	Update project narrative to include the following: 1. Days and hours of operation; 2. Number of employees; 3. Details regarding the truck cleaning process (what exactly is being washed, where the waste is drained/removed, associated odors, etc.); and 4. Additional information on the business operations.
9.a.	Comment addressed.

B.

COVERPAGE:	
1.	Folio is listed as "S22641". Update folio number to reference the folio number as listed in the Broward County Property Appraiser (BCPA).
1.a.	Comment addressed.
2.	Applicant/Property Owner is listed as "A-Al-Gator". However, BCPA lists the owner as A BROWARD COUNTY LLC. Per Section 98-13(8)(a)(5) Provide the correct contact information of the applicant, property owner, and architect/engineer of record.
2.a.	Comment not addressed. Provide property owner (A BROWARD COUNTY LLC) contact information on the cover page.
2.b.	Comment addressed.
NEW COMMENT 3/10/21	
3.	Scope of work states approximately 15,000 SF of area is to store septic truck and approximately 1,500 SF of office space and general storage which is inconsistent with proposed development demonstrated on plans. Revise scope of work to reflect the correct square footage of proposed uses.
3.a.	Comment addressed.
4.	The sheet index on the cover page refers to the "3 Point Turning Radius Plan" as SP-1.2. However, the sheet is labeled SP-1.0. Revise the plan sheet to reflect the sheet number as referenced in the sheet index
4.a.	Comment addressed.

Development Plan Application Comments

C.

SURVEY:	
1.	Title commitment was not referenced in survey. Per Section 98-13(8)(b)(5) Provide a title policy, title commitment, title search/exam, opinion of title or property information report current to within one year, identifying any encroachment, encumbrance, violation, or variance, as well as the date, policy number, issuers name, address and the disposition of all schedule B-II encumbrances.
1.a.	Comment partially addressed. Title search information on the survey conflicts with survey note no.1 which states "This subject property was not abstracted for other easements, road reservations or rights-of-way of record by McLoughlin Engineering Company. Remove/Revise survey notes as applicable to reflect any changes from the title search.
1.b.	Comment addressed.
2.	Provide site area as measured from edge of pavement.
2.a.	Comment addressed. Site area from edge of pavement provided on Site Plan.

D.

SITE PLAN:	
1.	Update the parking table to utilize the following parking requirement calculations: <i>Offices, office buildings—One space for each 250 square feet, of gross floor area. Manufacturing, industrial and commercial concerns not catering to the general public—One space per every 500 square feet of floor area (first 10,000 square feet), plus one space per each 1,000 square feet over 10,000 square feet.</i>
1.a.	Comment addressed.
2.	Per 98-61, update the FAR in the Site Data Table from N/A to 1.00.
2.a.	Comment addressed.
3.	Proposed Use is listed as Septic Tank & Drain. Revise the proposed use to be consistent with the proposed scope (i.e. industrial storage & offices).
3.a.	Comment not addressed. Remove "manufacturing, industrial, commercial and office" and state proposed use as "industrial warehouse and administrative offices" to be consistent with narrative.
3.b.	Comment addressed.
4.	Remove Bike Space Requirement and bicycle rack from the site data table and site plan drawing.
4.a.	Comment addressed.
5.	Remove the following from the Site Data Table: - Utilities and Services - Finished Floor Elevation - Type of Construction
5.a.	Comment addressed.
6.	Ensure setbacks are measured from the edge of pavement. Confirm front yard setback is correctly measured and revise setback table to reflect any changes.
6.a.	Comment addressed.
7.	FAR is referenced as 11,881 SF; however, the sum of the office, mezzanine, garage, truck wash, and warehouse area total 14,498 SF. Ensure FAR calculation

Development Plan Application Comments

	is consistent with proposed uses demonstrated on floor plan.
7.a.	Comment addressed.
8.	Building footprint is listed as 12,466 SF. Provide the breakdown of the gross area of the proposed building.
8.a.	Comment addressed.
9.	Omit location sketch and legal description from site plan sheet SP-1.0.
9.a.	Comment addressed.
10.	Provide standard parking space details on SP-1.2. Per Schedule C of the Land Development Code, ensure park stop details are demonstrated 30" from the edge of pavement.
10.a.	Comment not addressed. Revise the site plan drawing and site plan detail sheet to demonstrate the park stops are 30" from the edge of pavement.
10.b.	Comment addressed.
11.	Relocate Parking details from SP-1.1 to SP-1.2 and omit Sheet SP-1.1 from the plan set.
11.a.	Comment addressed. Sheets revised.
12.	Relocate H.C. Railing Detail from SP-1.3 to SP-1.2 and omit Sheet SP-1.3 from the plan set.
12.a.	Comment addressed. Railing detail relocated to SP-1.0.
13.	Confirm whether freestanding signage is proposed. If so, Per Section 98-13(8)(c)(14) Provide the location of freestanding signs with setback measurements.
13.a.	Comment addressed. Applicant is not proposing freestanding signage.

E.

ELEVATIONS:	
1.	Height is measured incorrectly and must be revised to reflect Code requirement. Per Code Section 98-3, building height is measured as the vertical distance from the finish grade at the center of the front of the building to the highest point of the roof surface for a flat roof.
1.a.	Comment partially addressed. Elevations demonstrate the height of 25'-8"; however, the site data table demonstrated on sheet SP-1.0 lists building heights inconsistent with the elevations on sheet A-1.0. Ensure that the height for the proposed building is consistent on all sheets.
1.b.	Comment addressed.
2.	Dimensions of all features of elevations were not demonstrated on elevations. Per Section 98-13(8)(d)(1) Provide scale drawing illustrating all elevations of all principal and accessory buildings and structures, including height, dimensions, color, surface materials and texture.
2.a.	Comment addressed.
3.	Provide specific color code in the legend for each color/material proposed.
3.a.	Comment partially addressed. "Dark Metallic Grey Color" and "White Color" are not specific color codes. Revise elevation sheets to specify exact color swatches/pantones proposed.
3.b.	Comment addressed.
4.	Provide navigational orientation of the cross sections demonstrated on Sheet A-1.1.
4.a.	Comment addressed.
5.	Omit Sheet A-1.2. from plan set.
5.a.	Comment addressed.

Development Plan Application Comments

6.	Confirm whether signage (building and freestanding) are proposed for the site. If so, details must be included. Proposed signs shall comply with Chapter 102 Sign Code.
6.a.	Comment addressed. No signage proposed for the site.

F.

FLOOR PLANS:	
1.	Label the proposed use of mezzanine (i.e. storage) on the floor plan.
1.a.	Comment addressed.
2.	Square feet demonstrated on floor plan for warehouse use is 8,336 SF; however, the site plan lists warehouse area as 8,337 SF. Ensure consistency throughout plan sheets for proposed uses.
2.a.	Comment addressed.

G.

PHOTOMETRIC PLAN:	
1.	Photometric plan does not demonstrate photometrics for entire site. Revise sheet to include photometrics for entire property within boundaries.
1.a.	Comment addressed.
2.	Color of light poles was not provided. Per Section 98-13(8)(h)(6) Provide the details of all proposed light fixtures and light poles, showing building material and color. Details can be provided on an elevation details sheet or separate photometric sheet.
2.a.	Comment addressed.

H.

ADDITIONAL COMMENTS:	
1.	Provide circulation plan detailing circulation through truck wash and parking area.
1.a.	Comment addressed. 3 Point Turning Radius Plan provided.
2.	Traffic Statement prepared by Joaquin Vargas, P.E. from Traf Tech Engineering on September 4, 2020 states that a detailed study is not required since the proposed project will generate less than 250 trips per day. However, per Code Section 98-17, a traffic study is is not required for projects generating less than 500 trips per day. Revise the statement to correctly reference the Code requirement.
2.a.	Comment not addressed. Response sheet states the study was revised; however, nothing was resubmitted from the applicant.
2.b.	Comment addressed.
3.	As discussed in previous DRC meetings, staff will recommend the following as conditions of approval for the application. Applicant must acknowledge and address comments on the site plan as applicable. Please note that conditions may be revised following further review of proposed development. A. The applicant shall implement measures to maintain SW 42nd Way and through daily street sweeping of the entire length of the road, as well as the portion of Wiles Road going east from the Monarch Hill Landfill facility along the merge lane, or show that you have entered into an agreement with the association to provide this.

Development Plan Application Comments

	B. The applicant shall propose a pavement design in accordance with FDOT standards based on heavy duty vehicle use for the corridor SW 42nd Way, or show that you have entered into an agreement with the association to provide this. This shall occur prior to the issuance of an Engineering permit.
3.a.	Comment acknowledged.



DEVELOPMENT REVIEW COMMITTEE

Project Name:	A Alligator Warehouse and Executive Offices	Application No.:	20-12-07
Reviewer Name:	Harold Hoyte	Project Address:	1811 SW 42 Way
Department / Division:	Landscape		
Position:	Landscape Architect		
Date of Review:	5/4/21		
Submittal No.:	3		

A. LANDSCAPE PLAN:	
1.	Per Section 98-80 (e) 9. 1 Interior island and 1 tree are required, none are provided. Add both to satisfy code.
1.a	Comment addressed 3/10/21
2.	Per Section 98-80 (e) Add 432 additional shrubs and ground cover to meet code.
2.a	Add 250 shrub. Comment not addressed
2.b	Comment addressed 5/4/21
3.	Show all overhead and underground utilities on the landscape plan L-1.
3.a	Comment not addressed. Additional comments may follow after comments are addressed.
3.b	Comment addressed 5/4/21
	NEW COMMENT 3/10/21
4.	On-center spacing and spread of shrubs and ground cover shall be equal. Revise plant list accordingly.
4.a	Comment addressed 5/4/21



DEVELOPMENT REVIEW COMMITTEE

Project Name:	ALLIGATOR WAREHOUSE	Application No.:	20-12-07
Reviewer Name:	CAPTAIN MIKE HEFFERON		
Department / Division:	BSO FIRE PREVENTION		
Position:	CAPTAIN		
Date of Review:	4/21/21		
Submittal No.:	3		

A. APPLICATION / GENERAL COMMENTS:

1.	A complete set of permitted plans must be submitted for review and approval prior to all construction. All permitted plans must document on plans that a certificate of occupancy shall not be issued until the AHJ determines that the building is in compliance with section 118 (TWO WAY RADIO ENHANCEMENT SYSTEM) with Broward County Local Amendments to the Florida Fire Prevention Code 6TH Ed., NFPA 1-Fire Code, Florida Edition 2015, NFPA 101-Life Safety Code, Florida Edition 2015.
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B. SITE PLAN:

1.	INDUSTRIAL OCCUPANCIES EXCEEDING 15,000 SQUARE FEET SHALL BE PROVIDED WITH FIRE SPRINKLERS. NOT ADDRESSED (SHOW LOCATION FOR THE FIRE BACKFLOW AND FIRE DEPT CONNECTION (CORRECTED))
2.	DEMONSTRATE TURNING RADIUS OF 38FT INSIDE DIAMETER AND 50 FT OUTSIDE TURNING RADIUS FOR FIRE APPARATUS DRIVE. COMMENT ADDRESSED (CORRECTED)
3.	DEAD END FIRE DEPT ACCESS ROAD SHALL NOT EXCEED 150FT (PROVIDE APPROVED TURN AROUND) COMMENT ADDRESSED (CORRECTED)
4.	CUL-DE-SAC TURNAROUNDS MUST BE NO LESS THAN 100FT IN DIAMETER. COMMENT ADDRESSED (CORRECTED)

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	A-Alligator Warehouse and Executive Offices, Major Site Plan	Application No:	20-12-07
Reviewer Name:	Cesar E. Osegueda		
Department / Division:	Sustainable Management		
Position:	Code Compliance Spec.		
Date of Review:	03/01/2021		
Submittal No:	Submittal 2		

A. RECYCLING & SOLID WASTE DIVISION:

1.	The above Site Plan Application, located at 1811 SW 42 nd Way, 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.
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Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	A-Alligator Warehouse and Executive Offices Major Site Plan	Application No.:	20-12-07
Reviewer Name:	Alfonso Orellana		
Department / Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	03-04-2021		
Submittal No.:	2		

A.

SITE PLAN:

	Provide preliminary Drainage Calculations per Sec. 98-13. - Requirements for development review—Development plan submittal to ensure the proposed impervious / pervious ratio and elevations can accommodate storm water design and permitting criteria requirements.
1.	
1.a	COMMENT ADDRESSED. Calculations provided by consultant.



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: A ALLIGATOR SEPTIC AND DRAIN

Property Owner: A BROWARD COUNTY LLC

Applicant (if different from Owner): MARIA BOYLE - BURGUN

Agent (if different from Owner/Applicant): GUSTAVO J. CARBONELL, ARCHITECT

Address of Property: 1811 S.W. 42ND WAY, DEERFIELD BCH, FL 33442

Legal Description of Property (lot, block, tract, subdivision): PORTION OF PARCEL A YORK CHASE RENTO INDUSTRIAL PLAT- PB. 123, PAGE 5.-BROWARD CO

Description of Project: ONE STORY WITH MEZZANINE, INDUSTRIAL WAREHOUSE AND ADMINISTRATIVE OFFICE

New Development (Y/N):

Y

Modification to Existing Development (Y/N):

N

Zoning District:

I-2

Future Land Use Category:

I

Existing Use:

VACANT

Proposed Use: INDUXT WAREHOUSE / OFFICE

Lot Area (acres):

Number of Dwelling Units (proposed):

N.A.

Sq. Ft. of Structure (existing):

0

Sq. Ft. of Structure (proposed):

Agent Signature:

Gustavo J. Carbonell

Owner Signature:

Maria Boyle - Burgun

Name Printed: GUSTAVO J. CARBONELL

Name Printed: MARIA BOYLE - BURGUN

Address: 1457 NE 4AV. FT LAUD. FL

Address: 1361 N.W. 115AV. PLANTATION

Telephone: 954-462 65 65 77904

Telephone: 954 763 49 99 FL 33323.

Email: G.CARBONELL@GJCARCH.COM

Email: SUPPORT@ALLIGATORSEPTIC.COM.



DISCLOSURE AFFIDAVIT

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

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

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

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

(Attach additional sheets as needed for each item.)

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

NONE

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

NONE

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

NONE

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

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

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

Applicant

Signature

GUSTAVO J. CARBONELL (AGENT)

Date

1-13-21

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

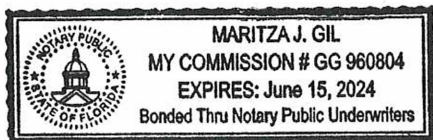
notarization, this 13 day of JAN., 2021 by

GUSTAVO J. CARBONELL (Affiant), who is personally

known to me or has produced _____ identification.

My commission expires: June 15, 2024

Commission No.: GG 960804



(Signature of Notary Public - State of Florida)

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

For Office Use Only

Date: _____

Application _____

Nos.: _____



DISCLOSURE AFFIDAVIT

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

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

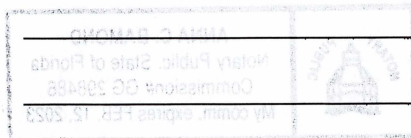
(Attach additional sheets as needed for each item.)

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

n/a

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

n/a



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

N/A

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
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, Maria Burgun, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature

Date

8-12-2020

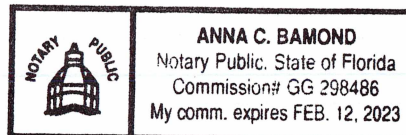
Sworn to and subscribed before me this 12 day of August, 20 20.

By:

Produced as ID:

Drivers Handse

Notary Public, State of Florida



PROPOSED DEVELOPMENT FOR:

"A-ALLIGATOR SEPTIC & DRAIN"

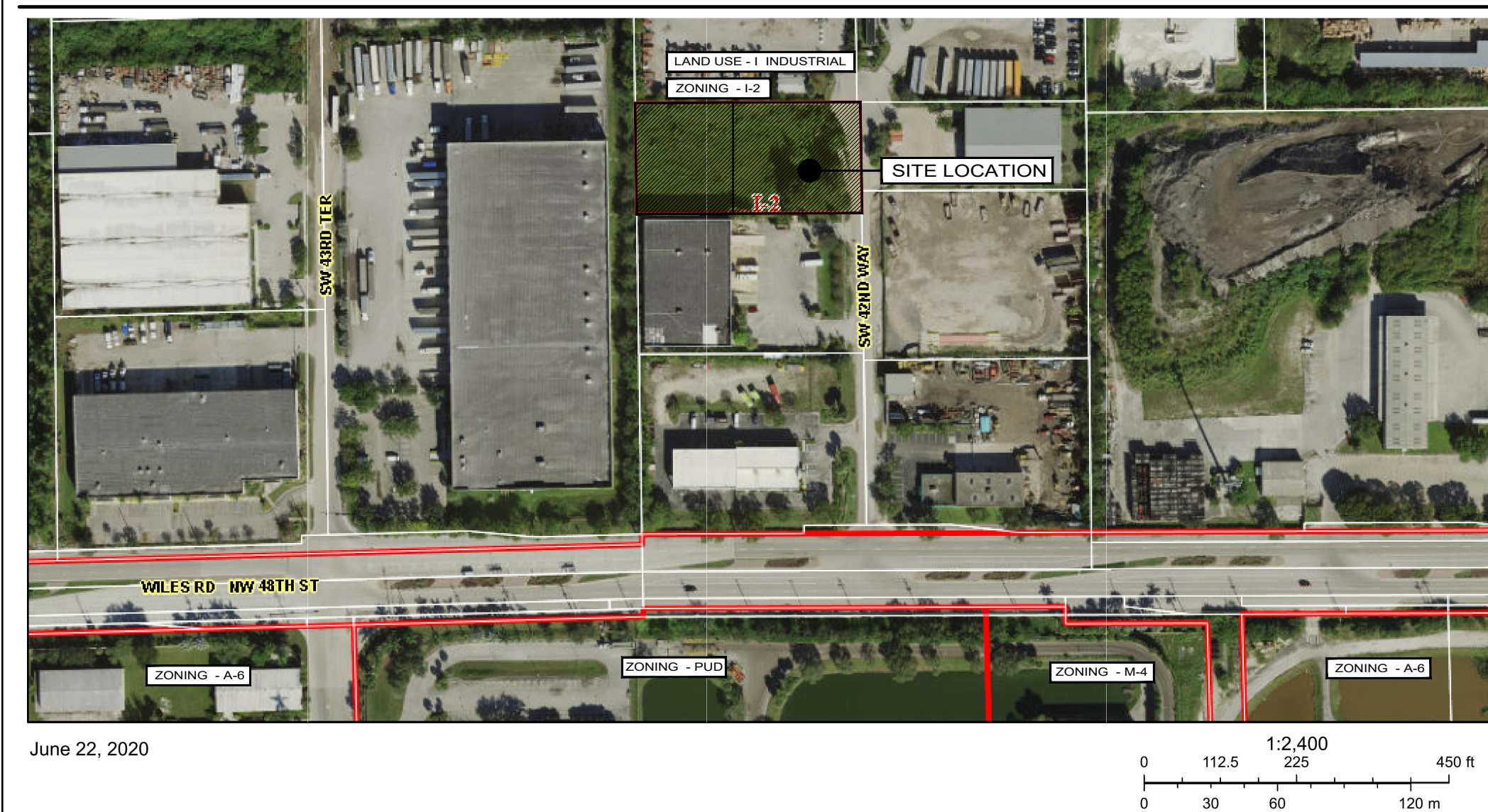
1811 SW 42ND WAY

DEERFIELD BEACH, FLORIDA 33442

FOLIO #: 4842 09 03 0014

APPLICATION #: 20-12-07

LOCATION MAP



PROJECT DESCRIPTION / SCOPE OF WORK

NEW ONE STORY INDUSTRIAL WAREHOUSE AND ADMINISTRATIVE OFFICES STRUCTURE WITH TOTAL 14,483 SQ.FT. TO STORE 8-12 SEPTIC TANK PUMPING TUCKS. APPROXIMATELY 2,140 SQ.FT. OF OFFICE SPACE, 699 SQ.FT. OF CAR GARAGE, 8,322 SQ.FT. OF TRUCK GARAGE, 2,618 SQ. FT. MEZZANINE FOR STORAGE ABOVE THE OFFICE AREA , AND 704 SQ.FT. OF TRUCK WASH.

SHEET INDEX

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SP-1.1 DUMPSTER & FENCE DETAILS
SP-1.2 3 POINT TURNING RADIUS
ELEVATIONS
A-1.0 PROPOSED ELEVATIONS
A-1.0.1 PROPOSED COLOR ELEVATIONS
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A-2.0 PROPOSED GROUND FLOOR PLAN
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LANDSCAPE
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IRR-1 PROPOSED IRRIGATION PLAN
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PH-1 PROPOSED PHOTOMETRIC PLAN
PH-2 PROPOSED LIGHTS FIXTURE AND POLE

PROJECT TEAM

ARCHITECT:

GUSTAVO J. CARBONELL, P.A.
Architect and Planner
Member American Institute of Architects

1457 N.E. 4th AVE. Phone: (954) 462-6565
Ft. Lauderdale, Florida, 33304 Fax: (954) 527-0857
E-Mail: gcarbonell@gjcarh.com

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

FLORIDA REGISTRATION
AR NO. 0007957
AA NO. 26001131

CIVIL ENGINEER:

JOHN B. SMITH ENGINEERS, INC.

441 S. State Road 7, Suite 19D
Margate, FL. 33068
Phone: (954) 763-4177
Certificate of Authorization NO. 1688
email: johnbsmith@att.net

LANDSCAPE ARCHITECT:

KIMBERLY MOYER, RLA

4808 NE 16 Avenue
Oakland Park FL 33334
LA - 0000952
Phone (954) 492-9609
email: k.moyerla@gmail.com

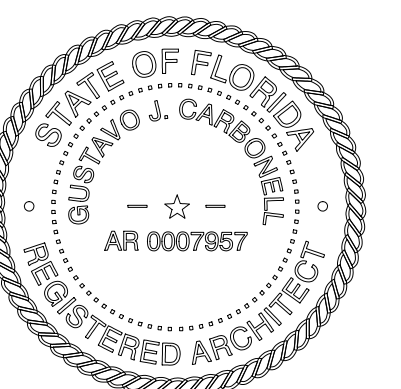
APPLICANT / PROPERTY OWNER:

A BROWARD COUNTY LLC

1361 N.W. 115th Avenue
Plantation, FL. 33323-2408
Phone: (954) 763-4999
www.alligatorseptic.com

REV. #: 2

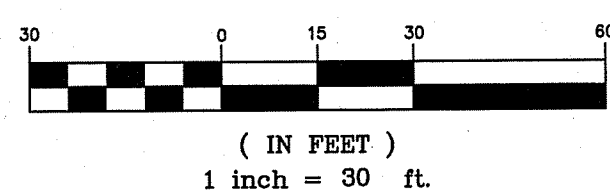
JOB #: 20-005





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

GRAPHIC SCALE



TREE SYMBOLS

- INDICATES DIAMETER (D.B.H.)
- GUMBO LIMBO
 - OAK TREE
 - PALM TREE
 - UNKNOWN TREE

LEGEND

- | | |
|---|---|
| A = CENTRAL ANGLE (DELTA) | MHW = MEAN HIGH WATER |
| A/C = AIR CONDITIONING | MISC. = MISCELLANEOUS |
| A.K.A. = ALSO KNOWN AS | M.L.P. (S) = METAL LIGHT POLE |
| A.L.P. = ALUMINUM LIGHT POLE | P.C. = MORE AND LESS |
| ALTA = AMERICAN LAND TITLE ASSOCIATION | NGS = NATIONAL GEODETIC SURVEY |
| A OR L = ARC LENGTH | NSPS = NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS |
| B.C.R. = BROWARD COUNTY RECORDS | NOV29 = NATIONAL GEODETIC VERTICAL DATUM (1929) |
| B.F.P. = BACK FLOW PREVENTOR | NAVD83 = NORTH AMERICA VERTICAL DATUM (1983) |
| B.H. = BULKHEAD | N.S.I.D. = NORTH SPRINGS IMPROVEMENT DISTRICT |
| B = BASE LINE | NO = NUMBER |
| C.A.T.V. = CABLE TV TERMINAL OR BOX | O.R.B. = OFFICIAL RECORDS BOOK |
| CALC. = CALCULATED | O/S = OFFSET |
| C.B.S. = CONCRETE, BLOCK AND STUCCO | O/W = OVERHEAD UTILITY LINES |
| C = CENTERLINE OF RIGHT-OF-WAY | P.B. = PLAT BOOK |
| CH = CHORD | P.B.C.R. = PALM BEACH COUNTY RECORDS |
| CH.BRG. = CHORD BEARING | P.C. = POINT OF CURVE |
| C.C.C.L. = COASTAL CONSTRUCTION CONTROL LINE | P.C.D. = POLLUTION CONTROL DEVICE |
| C.L.F. = CHAIN LINK FENCE | P.I. = POINT OF INTERSECTION |
| C.L.P. = CONCRETE LIGHT POLE | P.I.V. = POST INDICATOR VALVE |
| C.P.L.P. = CONCRETE POWER LIGHT POLE | P.O.B. = POINT OF BEGINNING |
| C.P.P. = CONCRETE POWER POLE | P.O.C. = POINT OF COMMENCEMENT |
| CONC. = CONCRETE | P.R.C. = POINT OF REVERSE CURVE |
| C/O = CLEAN OUT | P.R.M. = PERMANENT REFERENCE MONUMENT |
| D.B. = DEED BOOK | R.C.P. = REINFORCED CONCRETE PIPE |
| DESC. = DESCRIPTION FROM FORMER DESCRIPTION | R/W = RIGHT-OF-WAY |
| DIA. = DIAMETER | S.B.T. = SOUTHERN BELL TELEPHONE |
| D.B.H. = DIAMETER AT BREAST HEIGHT | SE = SEWER VALVE |
| ELEC. = ELECTRIC | S.H.W. = SEASONAL HIGH WATER LINE |
| ELEV. OR EL. = ELEVATION | S.P.C. = STATE PLANE COORDINATE |
| FL = FEET | S.T.L. = SURVEY TIE LINE |
| F.H. = FIRE HYDRANT | TAN. = TANGENT |
| F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION | TAN.BRG. = TANGENT BEARING |
| F.P.L. = FLORIDA POWER AND LIGHT CO. | W.M. = WATER METER |
| G.T.M. = GREASE TRAP MANHOLE | W.V. = WATER VALVE |
| H.H. = HAND HOLE | W.F. = WET FACE OF BULKHEAD |
| I.C.V. = IRRIGATION CONTROL VALVE | W.F. = WET FACE OF CAP |
| INV. = INVERT | W.L.P. = WOOD STREET LIGHT POLE |
| LB = LICENSE BUSINESS | W.P.L.P. = WOOD POWER STREET LIGHT POLE |
| MAG. = MAGNET | W.P.P. = WOOD POWER POLE |
| M.D.C.R. = MIAMI DADE COUNTY RECORDS | W/MCL. CAP. = WITH McLAUGHLIN ENGINEERING CO. CAP |
| MEAS. = FIELD MEASURE | W/W.C. = WITH WITNESS CAP # 285 |

NOTES:

- This survey reflects all easements and rights-of-way, as shown on above referenced record plat(s).
- Underground improvements if any not located.
- This drawing is not valid unless sealed with an authorized surveyors seal.
- Boundary survey information does not infer Title or Ownership.
- All iron rods 5/8", unless otherwise noted.
- Reference Bench Mark: Broward County Engineering Department, BM # 1092, Elevation= 13.450 (NGVD29) converted to 11.850 (NAVD83).
- Elevations shown refer to North American Vertical Datum (1988), and are indicated thus: $\pm$ Elev. = 12.60
- This property lies in Flood Zones "AH", Elev.=15.0 and "X", Area of Minimal Flood Hazard, Per Flood Insurance Rate Map No. 12011C0168 H Dated: August 18, 2015, Community Panel No. 125101.
- Underground Utility locations shown hereon, if any, are based upon point marks on the ground provided by others. McLaughlin Engineering Company did not confirm the accuracy of this data. The exact location of all utilities should be confirmed prior to design or construction.
- Bearings shown hereon refer to record plat (123/5) and assume the West North 00°42'51" East line of Parcel "A" as South 00°55'32" West.
- Elevations per North American Vertical Datum (1988) derived from National Geodetic Vertical Datum (1929) data and converted using U.S. Army Corps of Engineers software (Corpscon 6.0.1) obtained from <http://www.tech.army.mil/>

OFFICE NOTES

FIELD BOOK NO. LB# 385/53, TDS

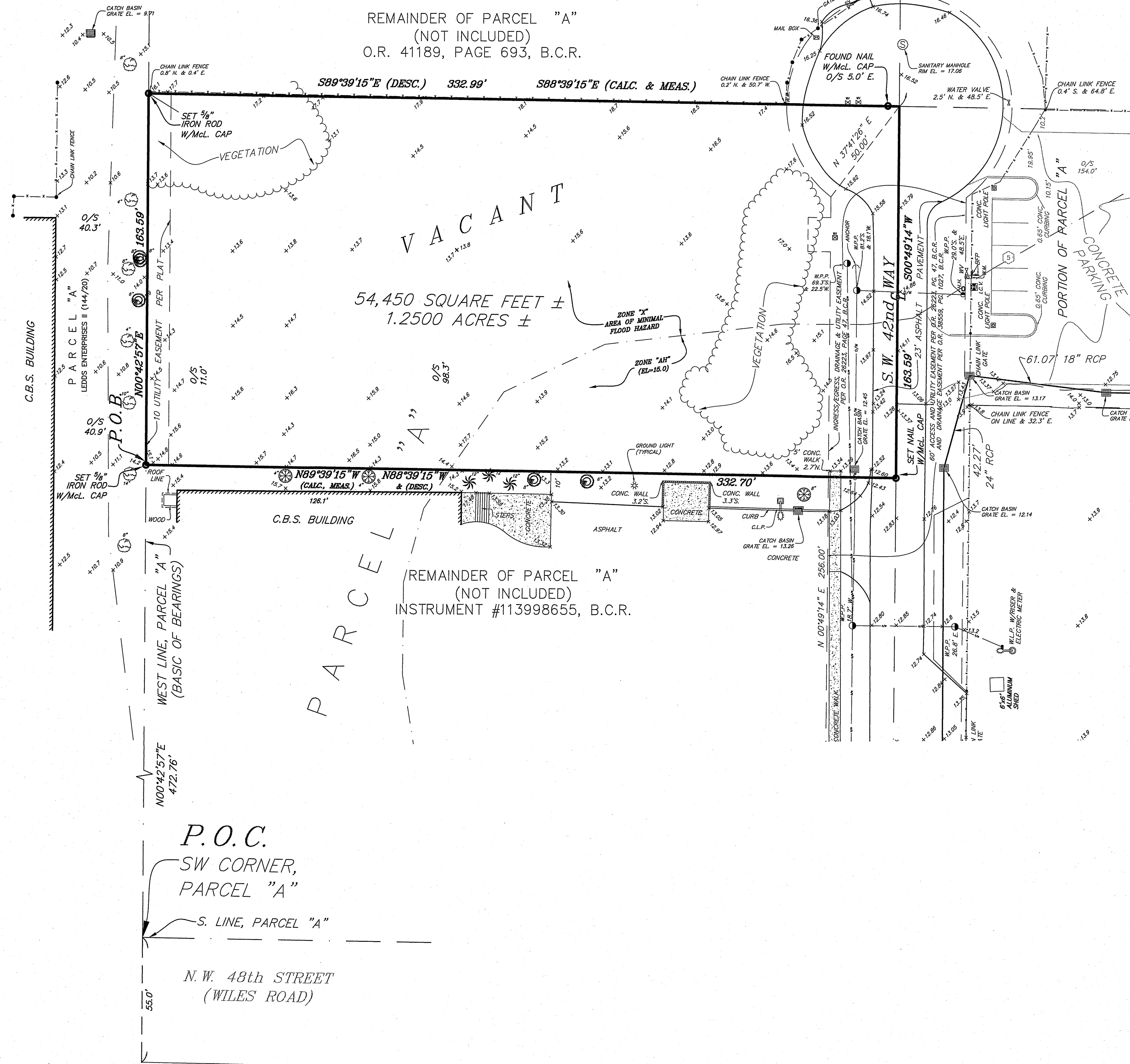
JOB ORDER NO. V-5080

CHECKED BY:

DRAWN BY: KT

RECORD LAND SURVEY

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



Legal Description: (O.R. 35772, PAGE 1175, B.C.R.)

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

Commencing at the Southwest corner of said Parcel "A", thence North 00°42'57" East along the West line of said Parcel "A", a distance of 472.76 feet to the Point of Beginning; thence continue North 00°42'57" East, along said West line of Parcel "A", a distance of 163.59 feet; thence South 89°39'15" East, for a distance of 332.99 feet; thence South 00°49'14" West, a distance of 163.59 feet; thence North 89°39'15" West, a distance of 332.70 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Deerfield Beach, Broward County, Florida and containing 54,450 square feet or 1.2500 acres, more or less.

TITLE NOTES:

There are no other Easements, Road Reservations, or Rights-of-Ways of Record affecting this property per Chicago Title Insurance Company report from May 14, 2020 at 11:00PM, to November 19, 2020 at 11:00PM, File Number 8436679.

- Matters per Plat Book 123, Page 5 of the Public Records of Broward County, Florida affect this property and as shown.
- Declaration per O.R. Book 10888, Page 764 of the Public Records of Broward County, Florida affects this property (nothing plottable).
- Easement per O.R. Book 12340, Page 242 of the Public Records of Broward County, Florida does not affect this property.
- Easement and Declaration per O.R. Book 14543, Page 379 of the Public Records of Broward County, Florida affects this property, easement not contained in this Parcel.
- Agreement per O.R. Book 17365, Page 518 of the Public Records of Broward County, Florida affects this property.
- Easement per O.R. Book 18140, Page 121 of the Public Records of Broward County, Florida does not affect this property.
- Declaration per O.R. Book 26223, Page 47 of the Public Records of Broward County, Florida affects this property and as shown.
- Ordinance per O.R. Book 34145, Page 1891 of the Public Records of Broward County, Florida does not affect this property.
- Affidavit per O.R. Book 35772, Page 1179 of the Public Records of Broward County, Florida affects this property (nothing plottable).

NOTE:

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

CERTIFICATION:

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

Dated at Fort Lauderdale, Florida, this 14th day of March, 2020.
Revised to add title information this 5th day of January, 2021.
(Not Resurveyed)

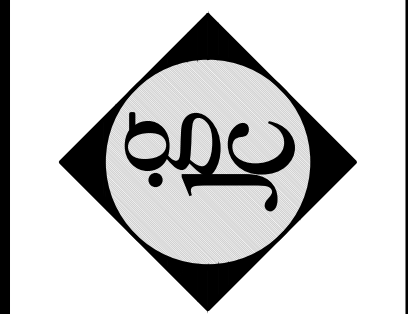
McLAUGHLIN ENGINEERING COMPANY

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

FILE NO.: 20-3-011

REVISION	BY:
01-21-2021	M.J.G.
03-22-2021	M.J.G.

GUSTAVO J. CARBONELL, P.A.
Architect and Planner
1457 N.E. 4th AVE, 3304
Ft. Lauderdale, Florida, 33304
(954) 462-6565
Member American Institute of Architects
FLORIDA REGISTRATION
AR NO. 0007957
AA NO. 26001131



PROPOSED DEVELOPMENT FOR:
"A-ALLIGATOR SEPTIC & DRAIN"
1811 SW 42nd WAY
DEERFIELD BEACH, FL 33442



DRAWN	M.J.G.
CHECKED	G.J.C.
DATE	February 2020
SCALE	AS NOTED
JOB. NO.	20-005
SHEET	SP-1.0
OF	1 SHEETS

SITE DATA TABLE

SITE INFORMATION :	
PROPERTY ADDRESS:	1811 SW 42 WAY DEERFIELD BEACH FL 33442
APPLICATION #:	20-12-07
BLDG PERMIT #:	
ZONING AND PROPERTY INFORMATION:	
LAND USE DESIGNATION:	" I " INDUSTRIAL
ZONING DESIGNATION:	I-2
CURRENT USE OF PROPERTY:	VACANT
PROPOSED USE OF PROPERTY:	INDUSTRIAL WAREHOUSE AND ADMINISTRATIVE OFFICES
FLOOD ZONE:	"X" 0.2%, & "AH" EL=15.0'
DEVELOPMENT DATA:	
NUMBER OF RESIDENTIAL UNITS:	N/A
NUMBER OF STORIES:	ONE STORY & MEZZANINE
NON-RESIDENTIAL DEVELOPMENT: (USES / GROSS FLOOR AREA)	OFFICE (2,140 SQ.FT.), MEZZANINE (2,618 SQ.FT.) & ENTRY SIDEWALK (586 SQ.FT.) CAR GARAGE (699 SQ.FT.), TRUCK GARAGE (8,322 SQ.FT.) & TRUCK WASH (704 SQ.FT.)

SITE AND BUILDING DATA:		
	SQ.FT.	%
LOT SIZE SURVEY (SQ.FT. / ACREAGE):	54,450 SQ.SF. (OR) 1.250 ACRES	
LOT SIZE FROM EDGE OF PAVEMENT (SQ.FT. / ACREAGE):	51,633 SQ.SF. (OR) 1.185 ACRES (USED FOR ALL CALCULATIONS)	100.00 %
	PROPOSED	%
BUILDING COVERAGE AREA:	OFFICE = 2,140 TRUCK GARAGE = 8,322 CAR GARAGE = 699 TRUCK WASH = 704 11,865 SQ.FT.	22.97 %
DUMPSTER AREA:	159 SQ.FT.	0.30 %
VEHICULAR USE AREA (VUA):	26,058 SQ.FT.	50.45 %
SIDEWALK:	1,836 SQ.FT.	3.56 %
H.C. RAMP AREA:	187 SQ.FT.	0.36 %
LANDSCAPE AREA:	11,548 SQ.FT.	22.36 %
	REQUIRED	PROVIDED
BUILDING HEIGHT: (FINISH GRADE TO HIGHEST ROOF.)	75'-0"	27'-2" FROM FINISH GRADE
LOT WIDTH:	100.00'	163.59'
STRUCTURE LENGTH:	N/A	129'-0"
FLOOR AREA RATIO (FAR):	1.0 MAX.	14,483 OFFICE = 2,140 TRUCK GARAGE & MEZZANINE = 10,940 CAR GARAGE = 699 TRUCK WASH = 704 TOTAL SQ.FT.=14,483/51,653 = 0.2804 FAR or 28.04%
MAX LOT COVERAGE:	50%	11,865/51,653=0.2297 SQ.FT. = 22.97%
LANDSCAPED OPEN SPACE:	15% MIN.	11,548/51,653=0.2236 SQ.FT. = 22.36%
IMPERVIOUS AREA:	85% MAX.	40,105/51,653=0.7764 SQ.FT. = 77.64%
PARKING SPACES:	ADMINISTRATIVE OFFICE = 1/250 SQ.FT. = 9 2,140/250 = 8.56 = 9 INDUSTRIAL WAREHOUSE = 1/500 SQ.FT. - FIRST 10,000 SQ.FT. 1/1,000 SQ. FT. - BALANCE SQ.FT. GROUND FLOOR = 8,322 SQ.FT. MEZZANINE = 2,618 SQ.FT. = 10,940 SQ.FT. 10,000/500 = 20 940/1,000 = 0.94 = 1 TOTAL PARKING SPACES = 30	OUTDOOR PARKING = 28 IN GARAGE PARKING = 2 TOTAL PARKING PROVIDED = 30

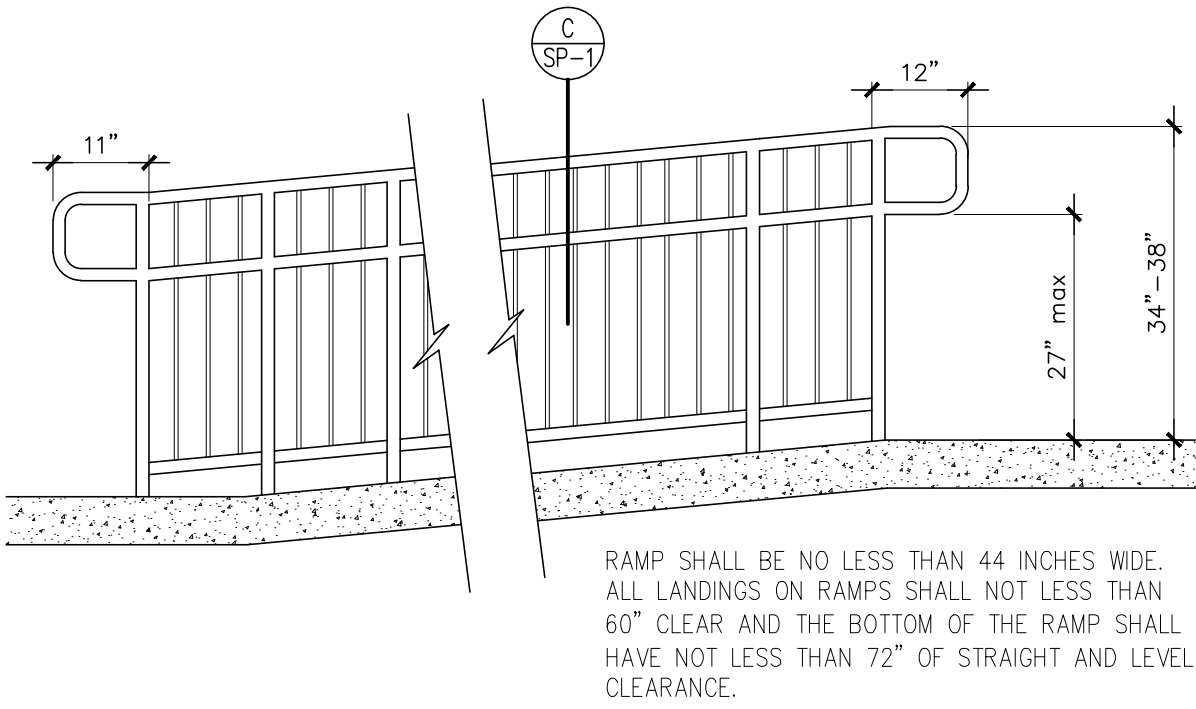
SETBACKS (INDICATE DIRECTION N, S, E, W)

	REQUIRED	PROVIDED
FRONT YARD (EAST)	25'-0"	91'-11"
SIDE YARD (SOUTH)	5'-0"	6'-0"
SIDE YARD (NORTH)	5'-0"	67'-7"
REAR YARD (WEST)	10'-0"	89'-10"

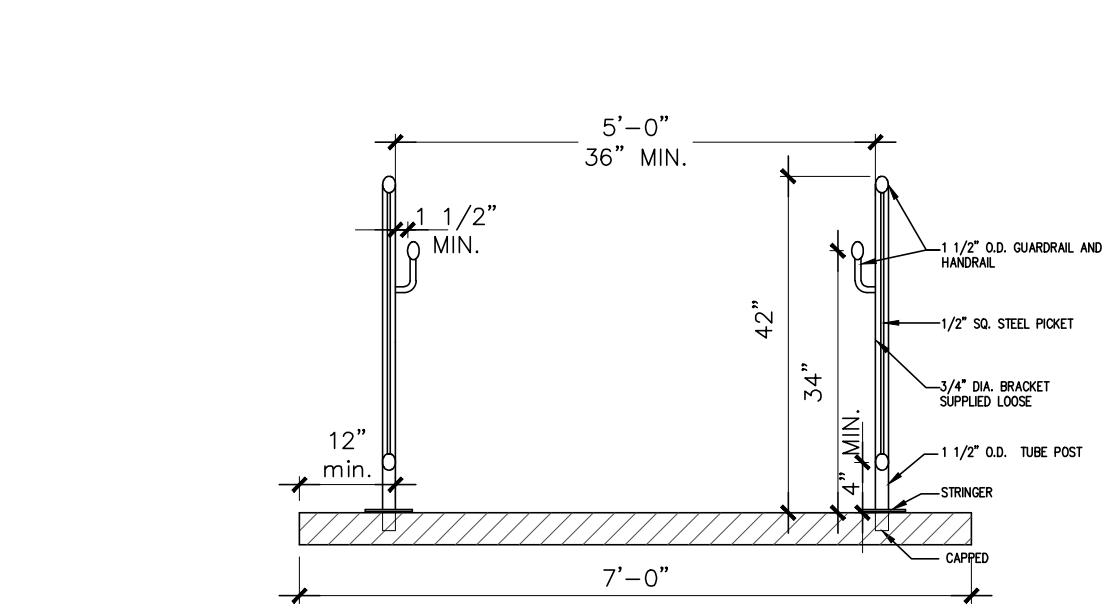
BUILDING DATA

TYPE OF CONSTRUCTION: TYPE III-B (SPRINKLERED)
OCCUPANCY GROUP: GROUP "S" (STORAGE)
GROUP "B" (BUSINESS)

2020 FLORIDA BUILDING CODE - BUILDING, 7th EDITION
2020 FIRE PREVENTION CODE - 7th EDITION



RAMP & RAILING DETAIL
N.T.S.



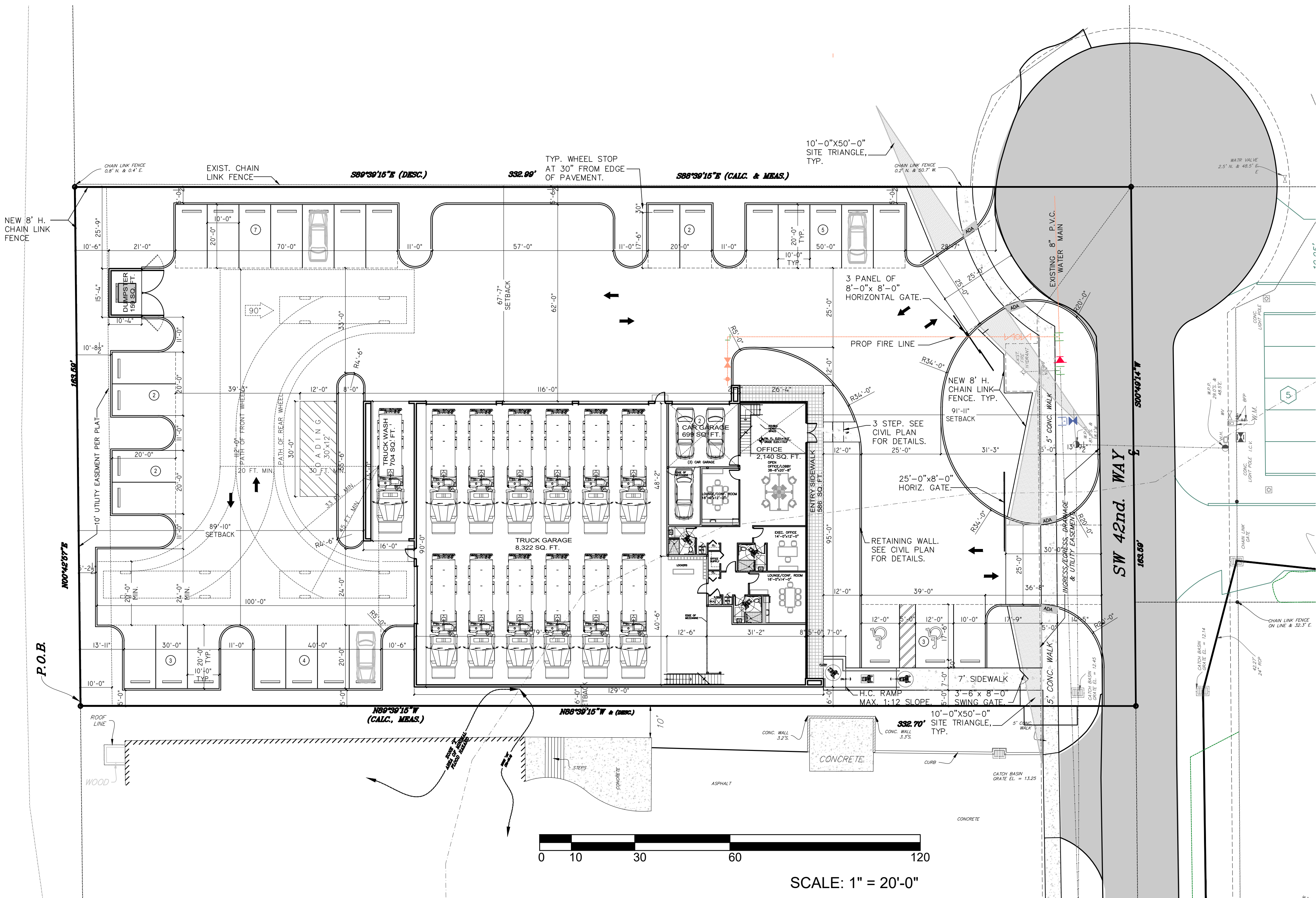
SECTION "C" - HANDRAIL/GUARDRAIL DETAIL
N.T.S.

3 H.C. RAILING DETAIL

SCALE: N.T.S.

4 BUILDING DATA

SCALE: N.T.S.



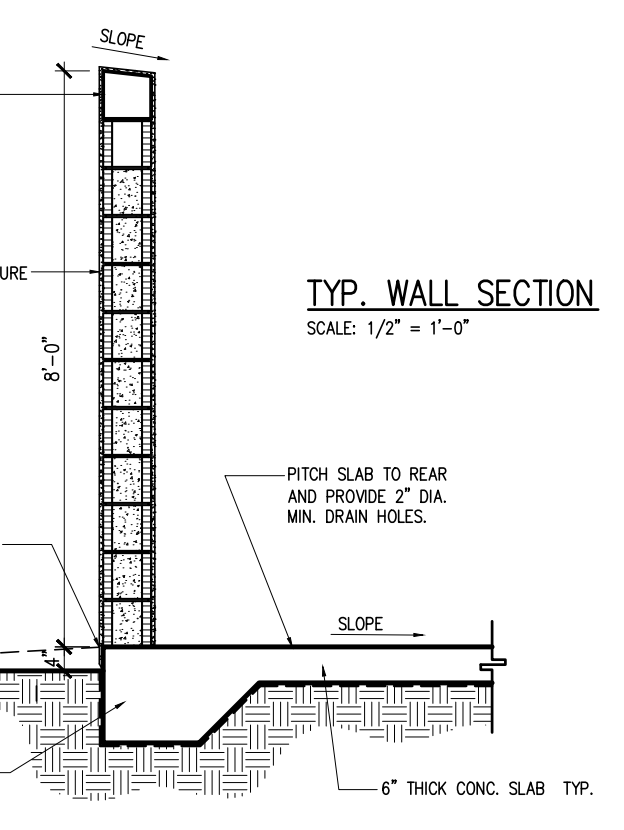
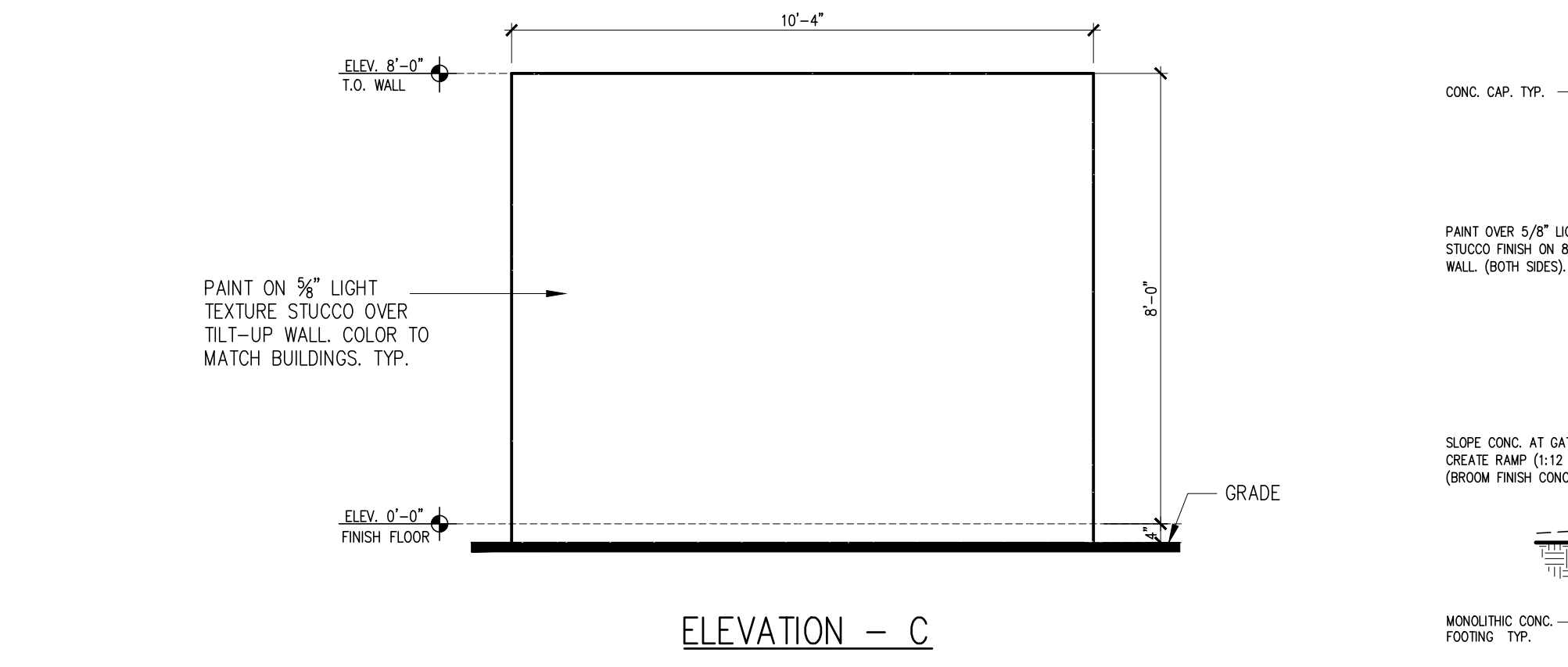
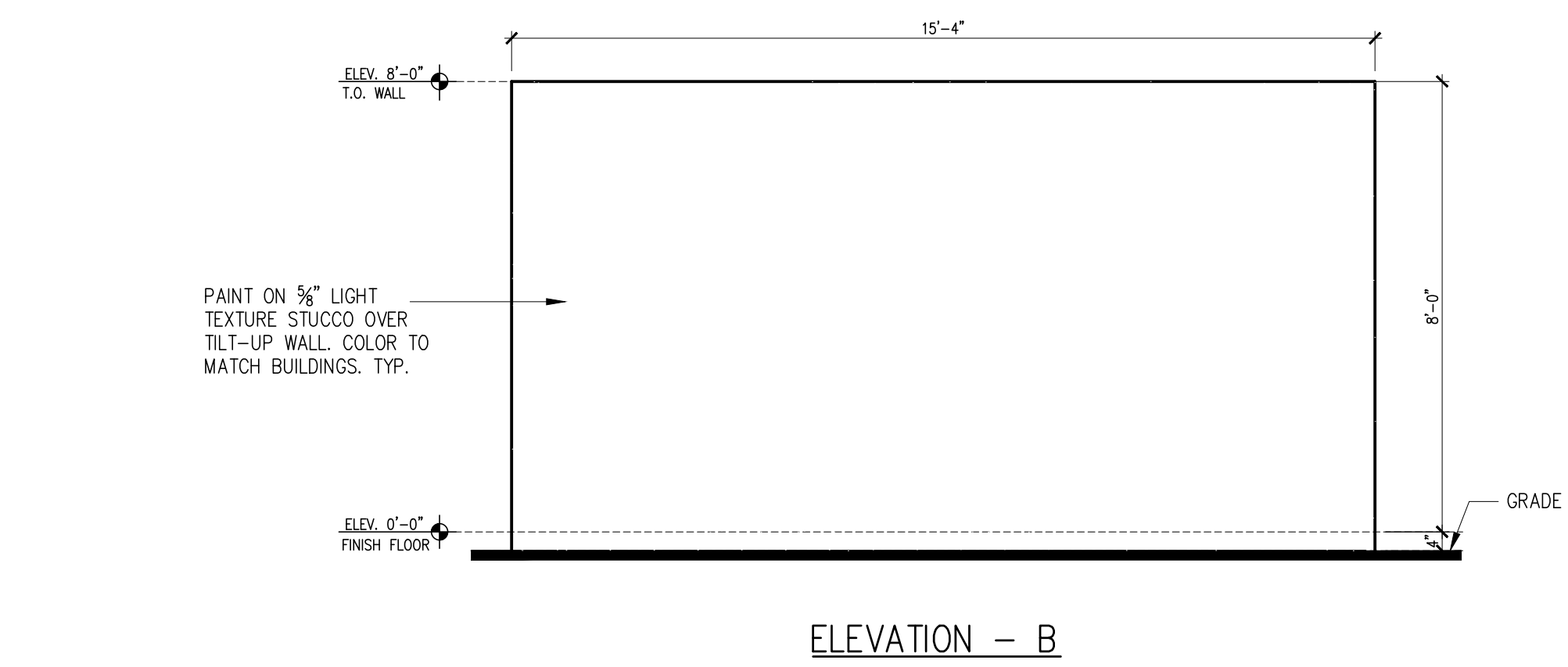
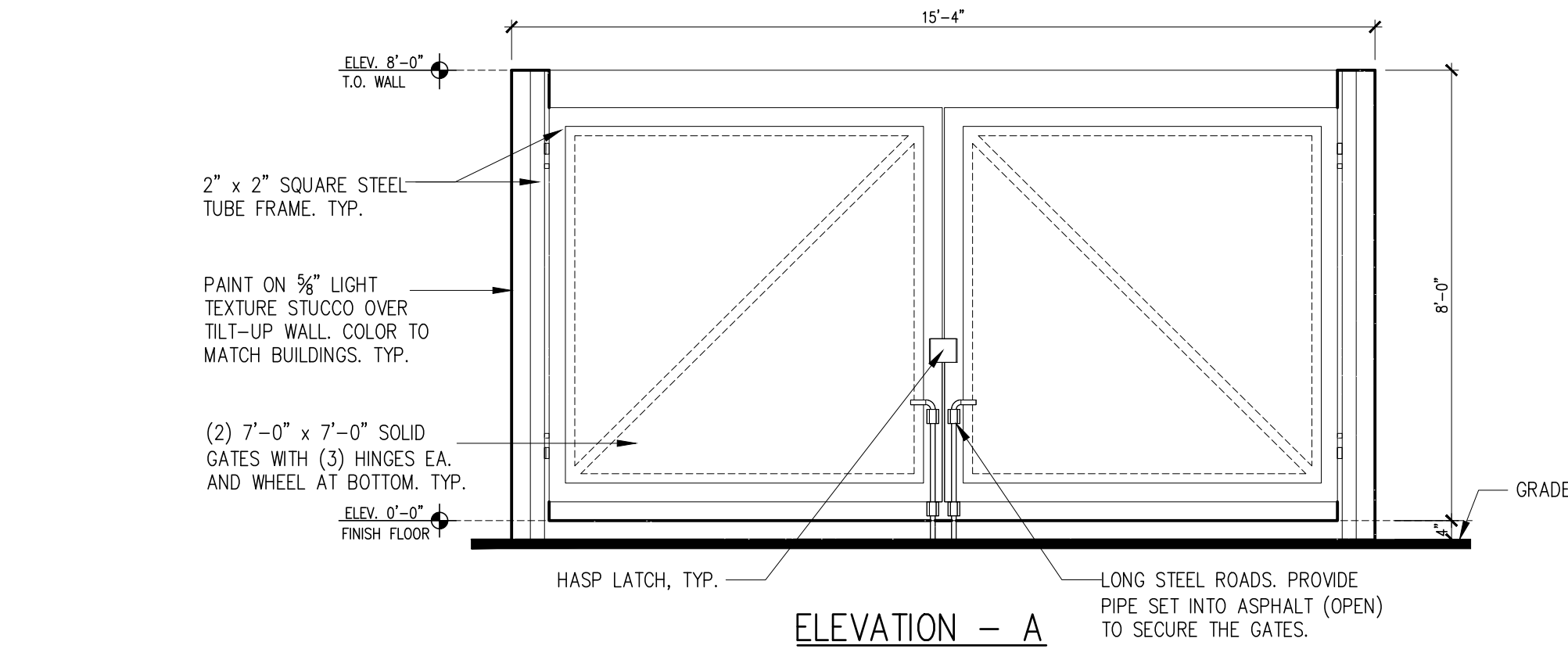
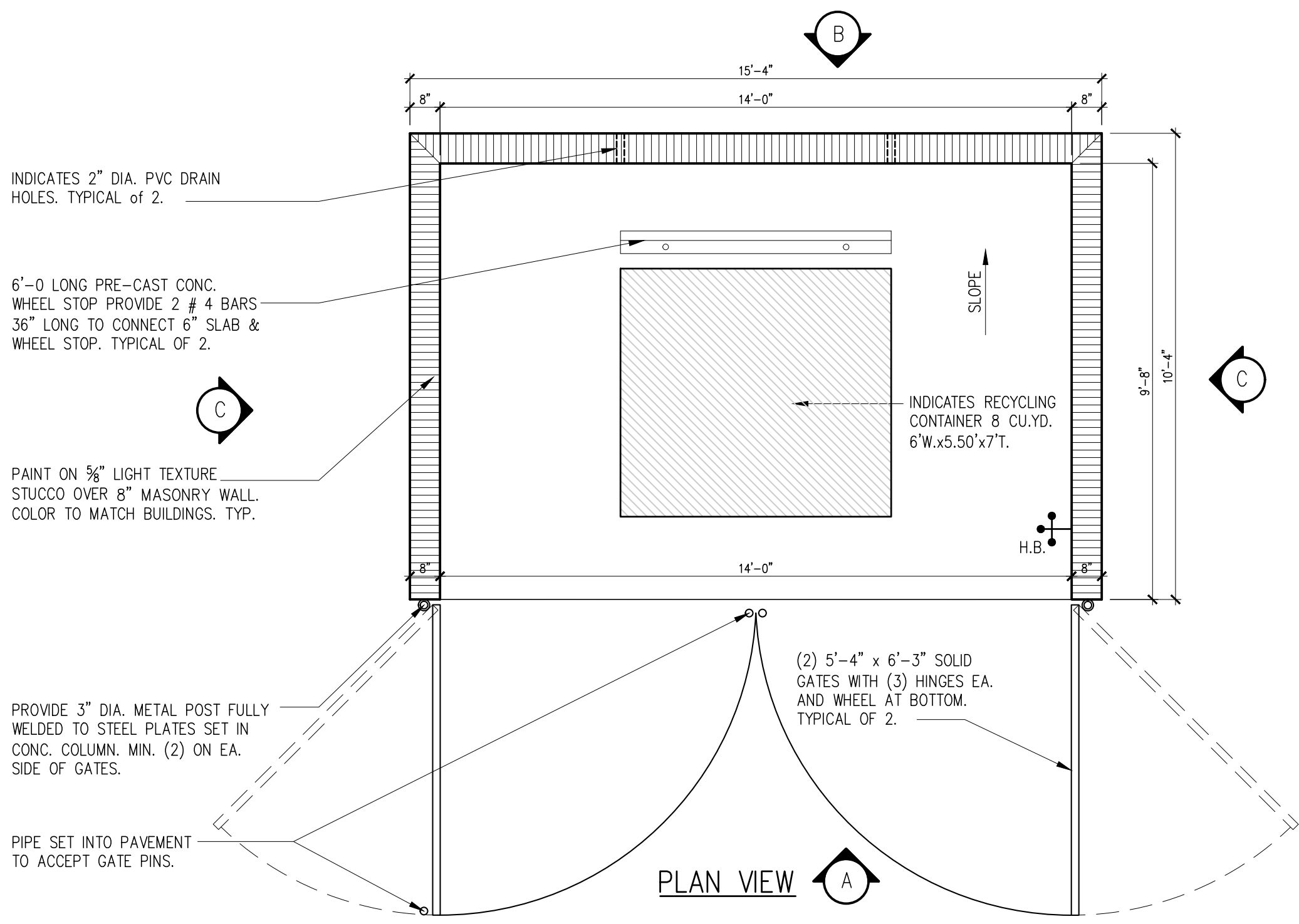
1 PROPOSED SITE PLAN

SCALE: 1"=20'

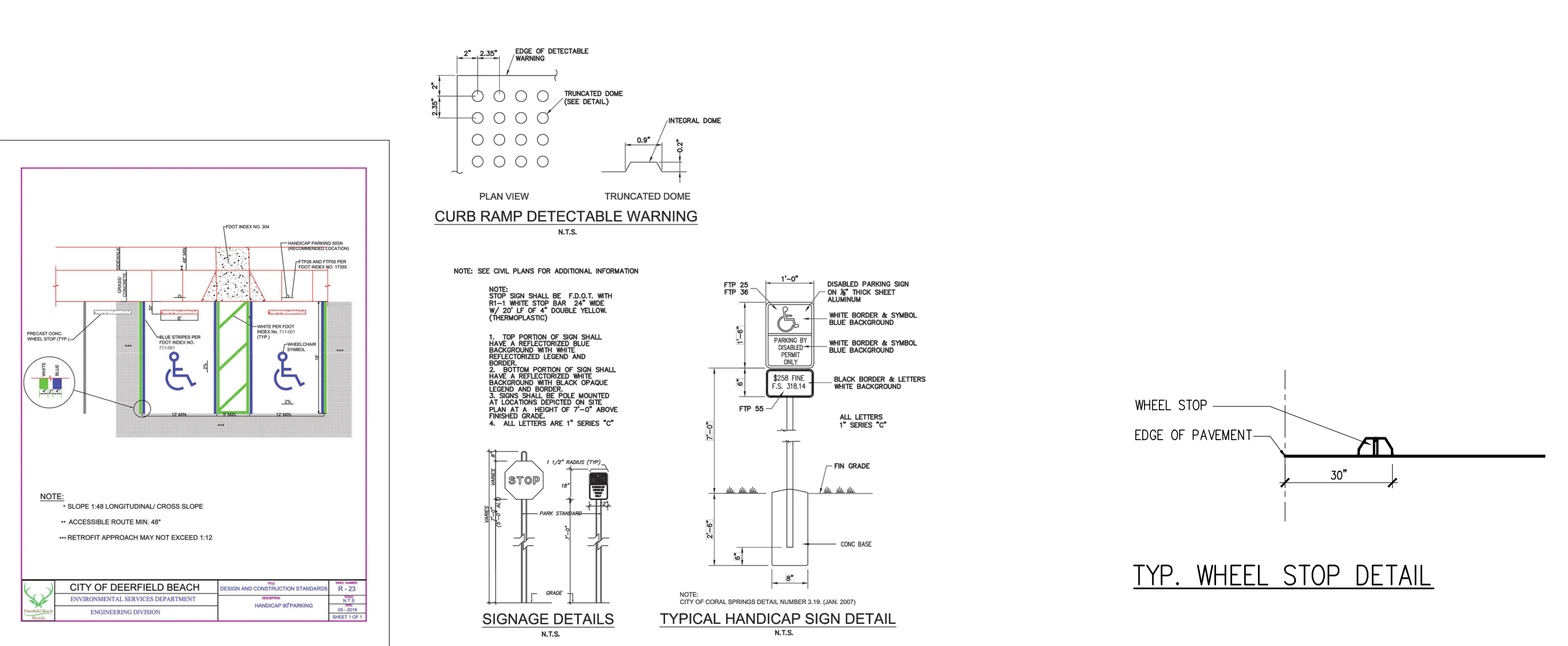


2 SITE DATA

SCALE: N.T.S.

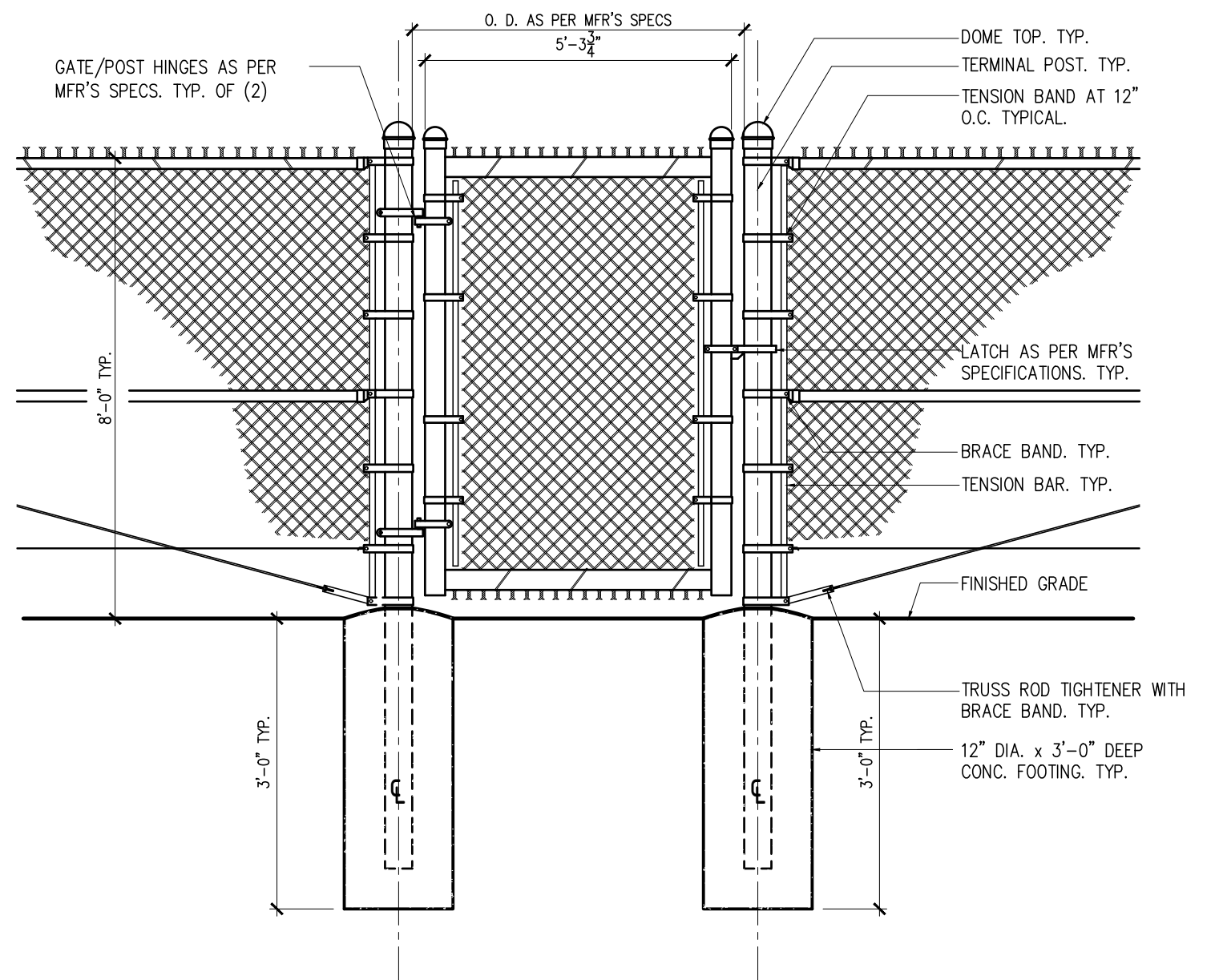


1 DUMPSTER ENCLOSURE DETAIL

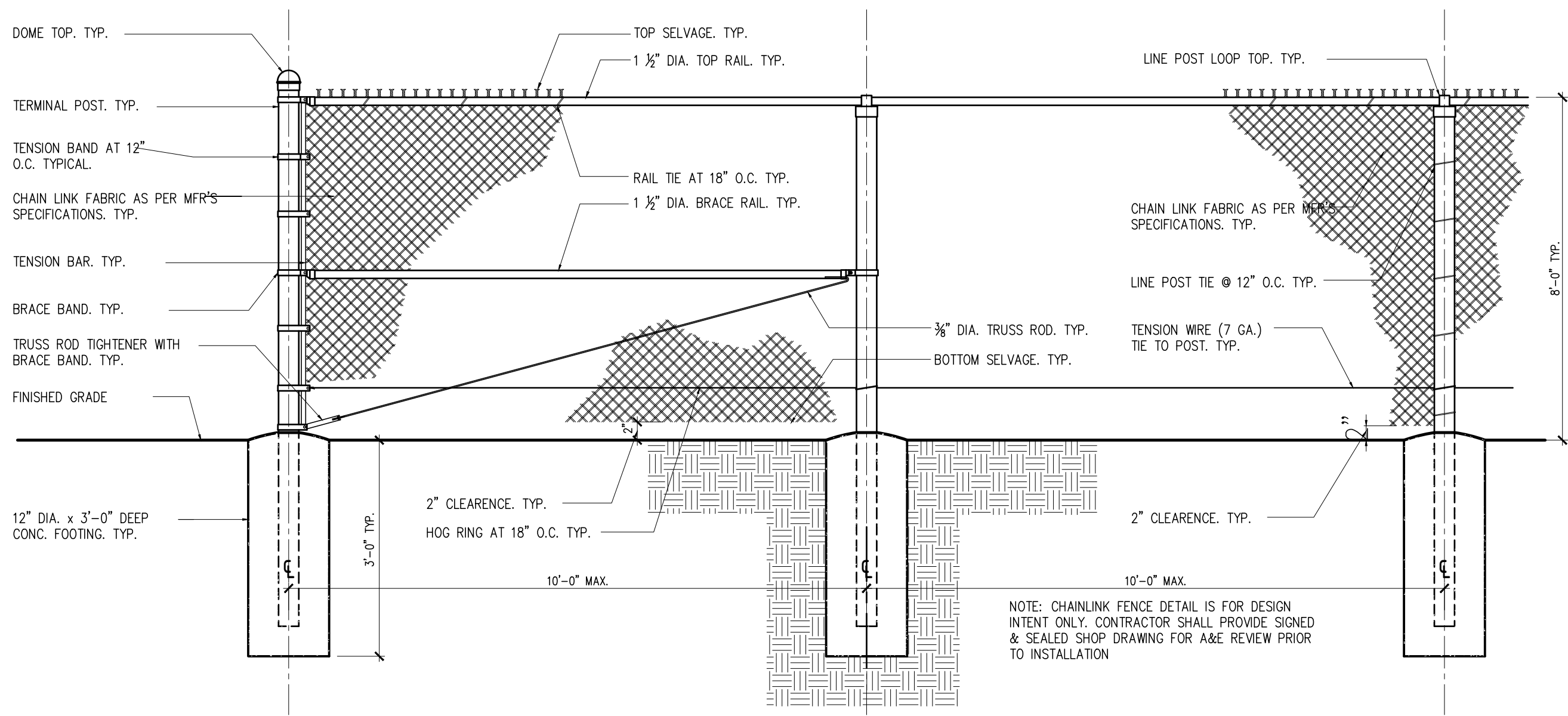


5 PARKING DETAILS

SCALE: N.T.S.



TYP. CHAIN LINK PEDESTRIAN GATE



TYP. CHAIN LINK FENCE DETAIL

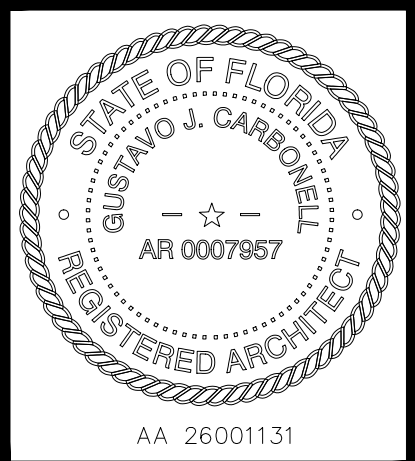
2 TYP. CHAIN LINK FENCE DETAIL

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

REVISION	BY:
01-21-2021	M.J.G.
03-22-2021	M.J.G.

GUSTAVO J. CARBONELL, P.A.
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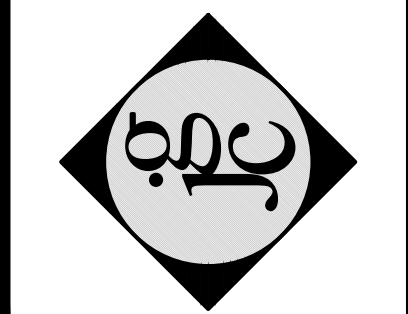
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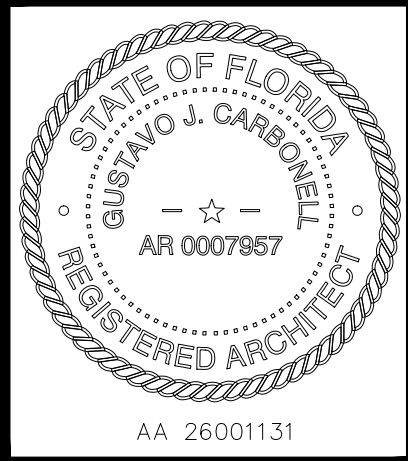
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OF	1 SHEETS

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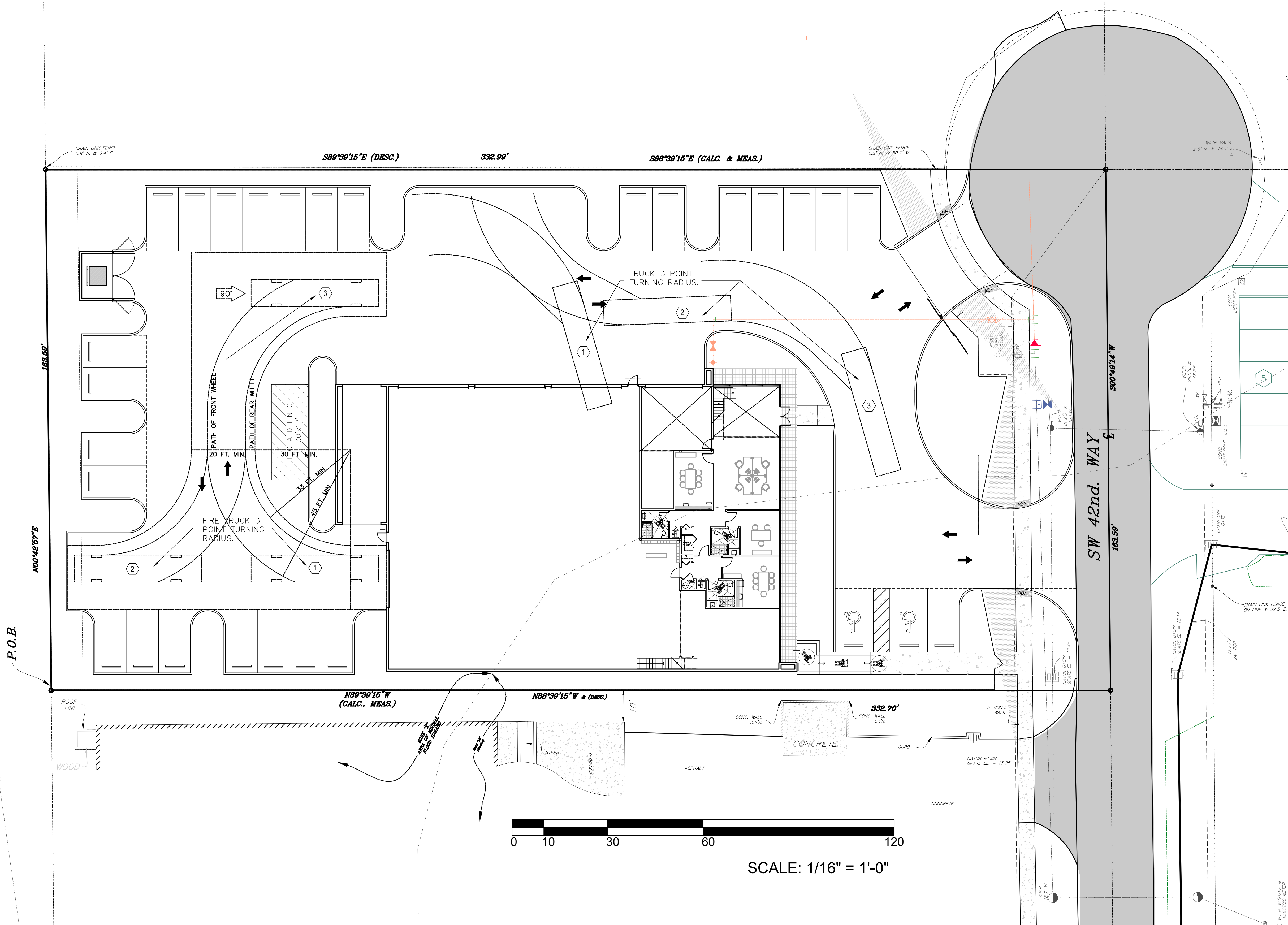
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PROPOSED DEVELOPMENT FOR:
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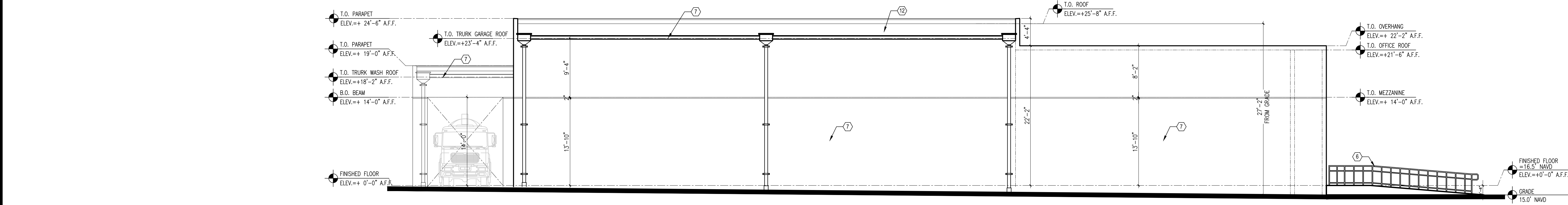


DRAWN	M.J.G.
CHECKED	G.J.C.
DATE	February 2020
SCALE	AS NOTED
JOB. NO.	20-005
SHEET	SP-1.2
OF	1 SHEETS

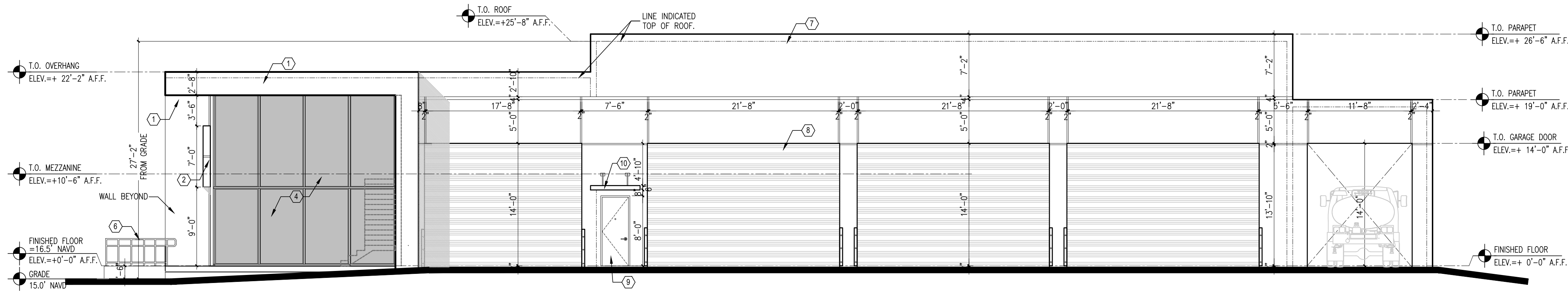


1 3 POINT TURNING RADIUS



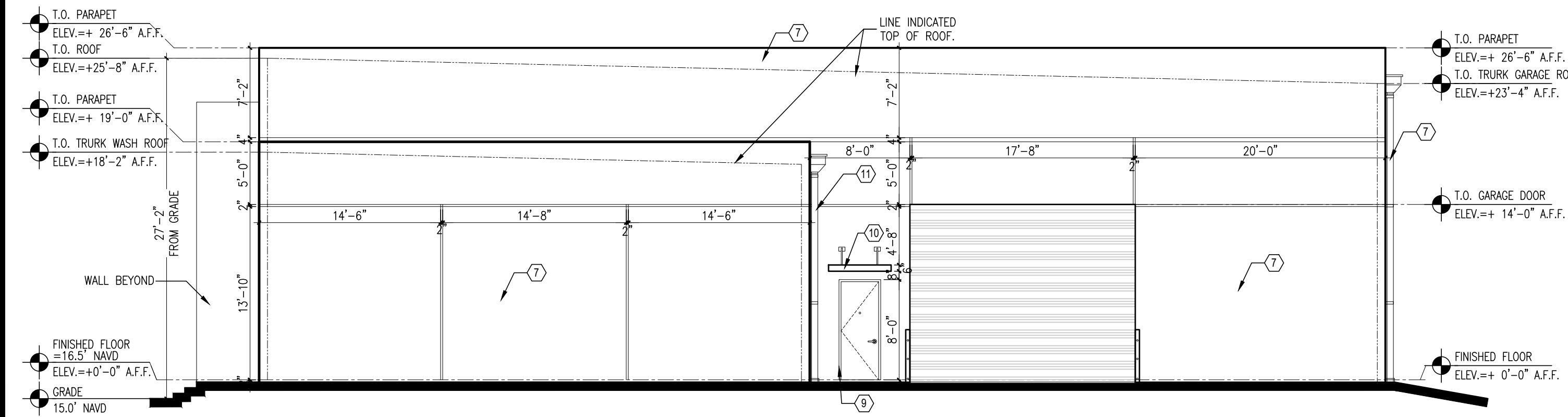


4 SOUTH ELEVATION
SCALE: 1/8" = 1"

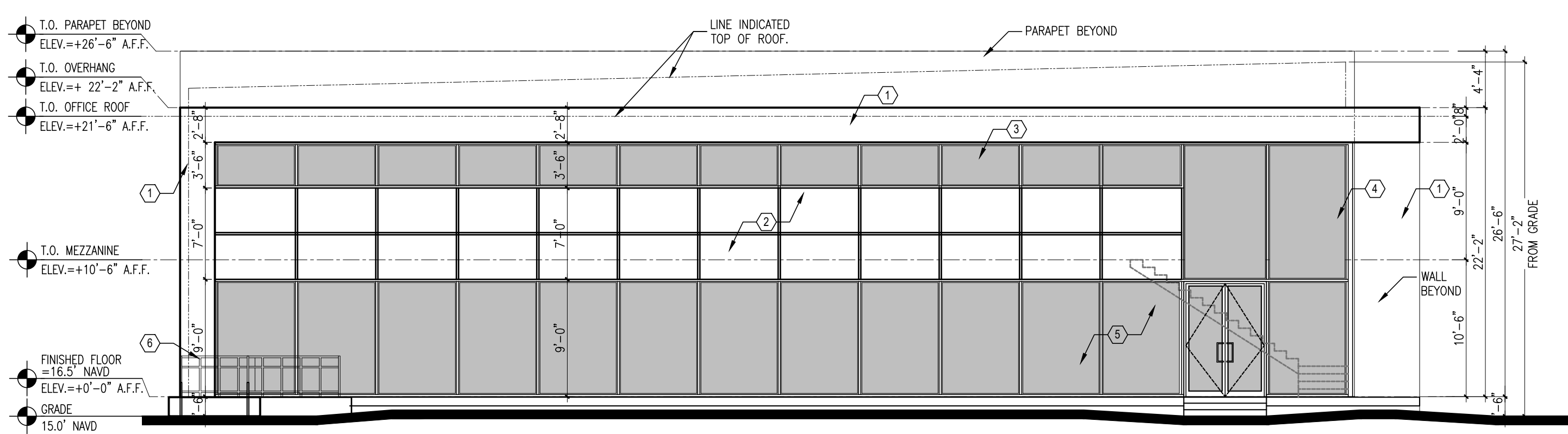


- LEGEND:
- 1 24"x48" PORCELAIN TYPE TEMPO GREY
 - 2 63"x127" PORCELAIN TYPE LAVA CORTEN
 - 3 FIXED WINDOWS GREY TINTED GLASS, AND DARK METALLIC GREY FRAMES. (SW 7674)
 - 4 CURTAIN WALL WINDOW SYSTEM, GREY TINTED GLASS, AND DARK METALLIC GREY FRAMES. (SW 7674)
 - 5 STOREFRONT WINDOWS AND DOOR SYSTEM, GREY TINTED GLASS, AND DARK METALLIC GREY FRAMES. (SW 7674)
 - 6 ALUMINUM POWDER COATED RAILING - 42" MIN. A.F.F. DARK METALLIC GREY COLOR. (SW 7674)
 - 7 SAND FINISH STUCCO OVER 8" C.M.U. WALL, PURE WHITE COLOR. (SW 7005)
 - 8 ROLL UP GARAGE DOOR, DARK METALLIC GREY COLOR.
 - 9 METAL EXTERIOR DOORS, DARK METALLIC GREY COLOR. (SW 7674)
 - 10 OVERHANG METAL ROOF, DARK METALLIC GREY COLOR. (SW 7674)
 - 11 ALUMINUM GUTTER AND DOWNSPOUT SYSTEM, PURE WHITE COLOR. SW 7005
 - 12 SLOPED STEEL DECK WITH 60 MIL. TPO MEMBRANE FULLY ADHERED.

3 NORTH ELEVATION
SCALE: 1/8" = 1"



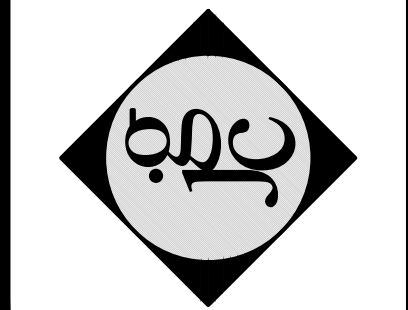
1 WEST ELEVATION
SCALE: 1/8" = 1"



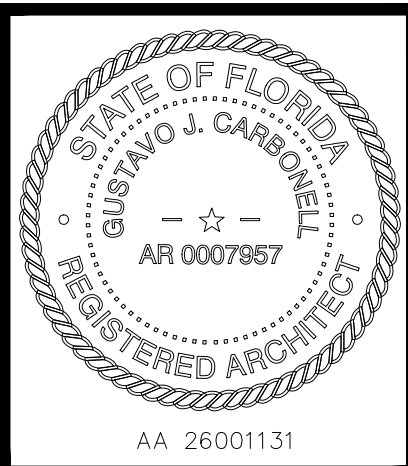
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SCALE: 1/8" = 1"

REVISION	BY:
01-21-2021	M.J.G.
03-22-2021	M.J.G.

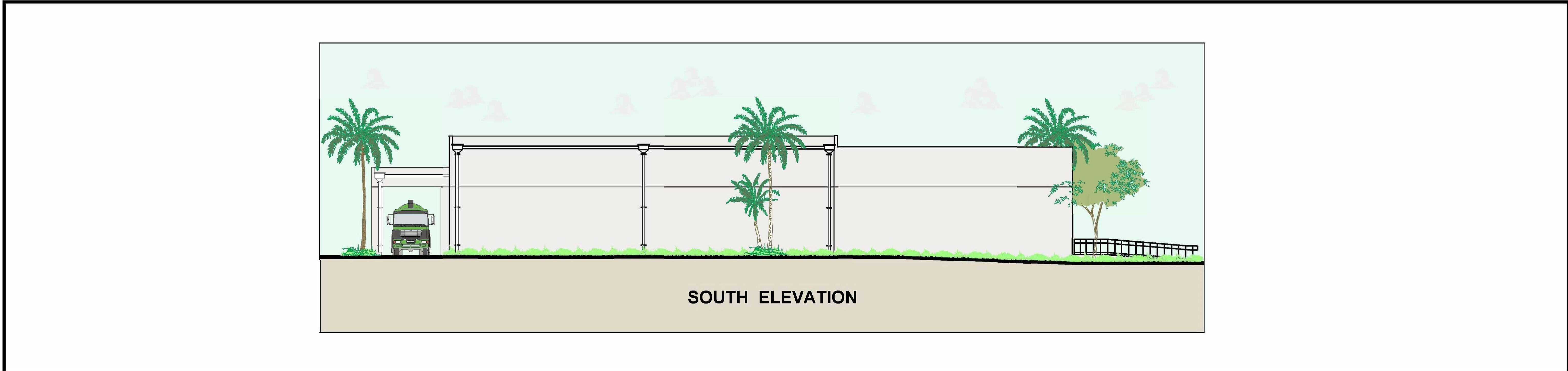
GUSTAVO J. CARBONELL, P.A.
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AA NO. 26001131



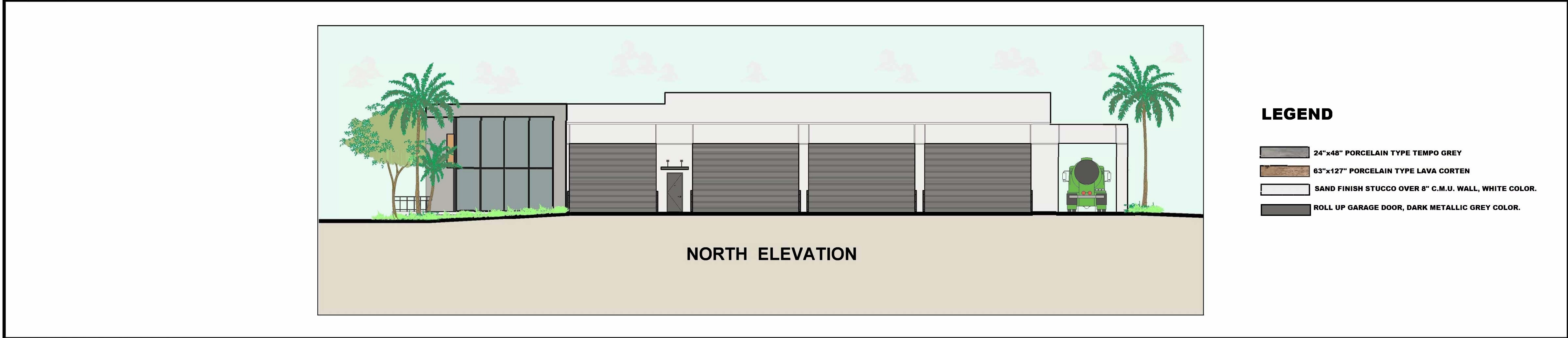
PROPOSED DEVELOPMENT FOR:
" A-ALLIGATOR SEPTIC & DRAIN "
1811 SW 42nd WAY
DEERFIELD BEACH, FL 33442



DRAWN	M.J.G.
CHECKED	G.J.C.
DATE	February 2020
SCALE	AS NOTED
JOB. NO.	20-005
SHEET	A-1.0
OF	1 OF 3
SHEETS	



4 SOUTH ELEVATION
SCALE: 1/8" = 1"



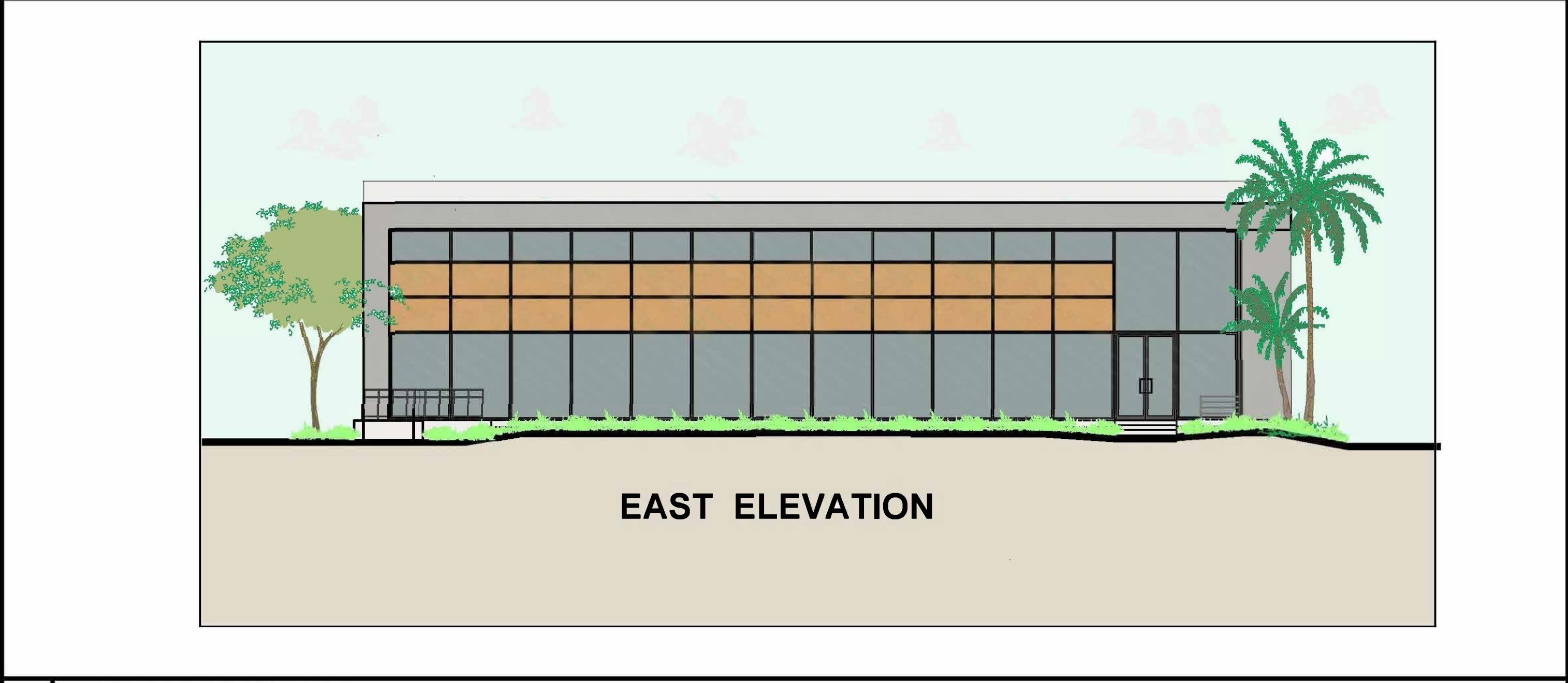
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SCALE: 1/8" = 1"

LEGEND

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- 63"x127" PORCELAIN TYPE LAVA CORTEN
- SAND FINISH STUCCO OVER 8" C.M.U. WALL, WHITE COLOR.
- ROLL UP GARAGE DOOR, DARK METALLIC GREY COLOR.



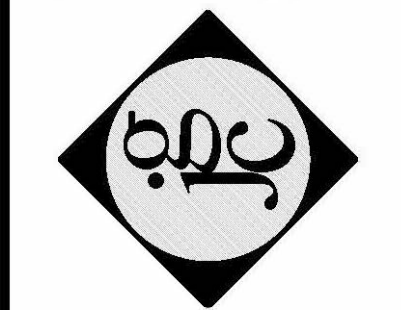
1 WEST ELEVATION
SCALE: 1/8" = 1"



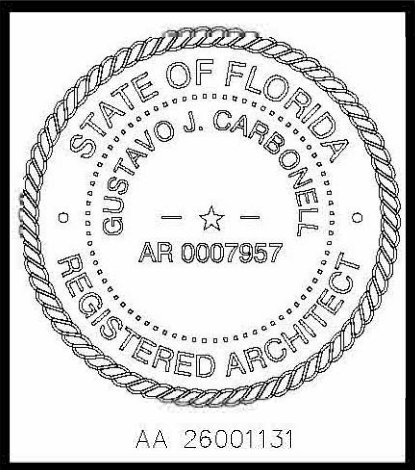
2 EAST ELEVATION
SCALE: 1/8" = 1"

REVISION	BY:
△	

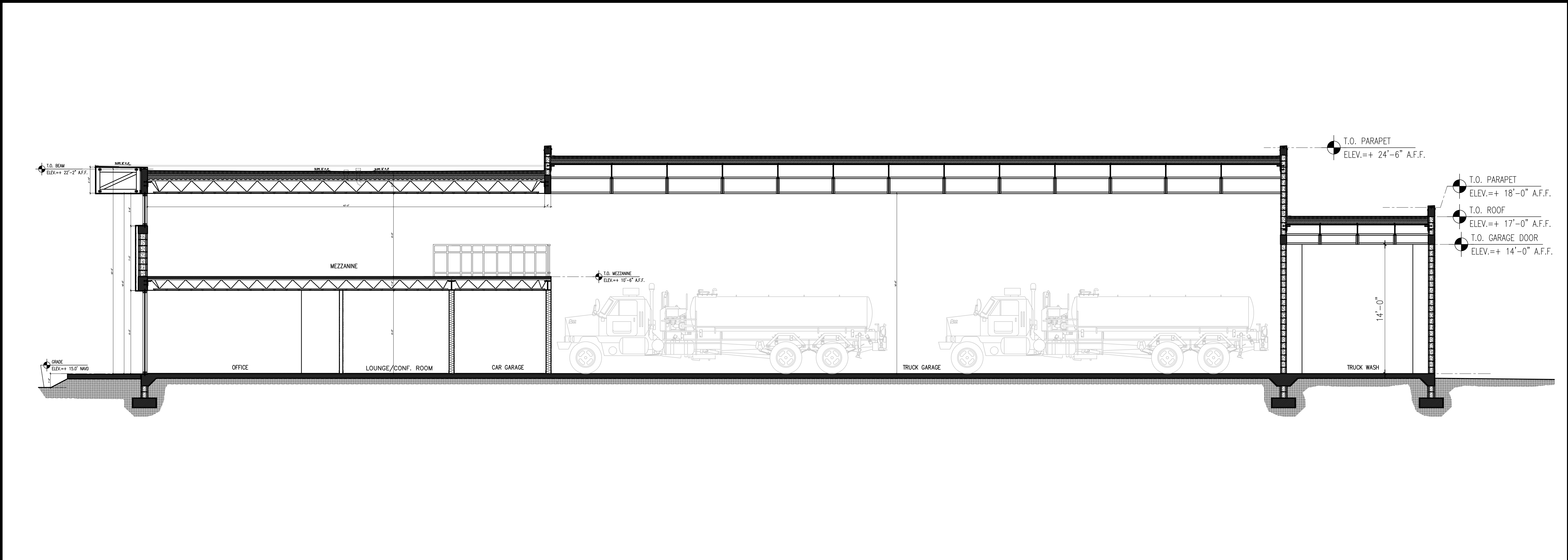
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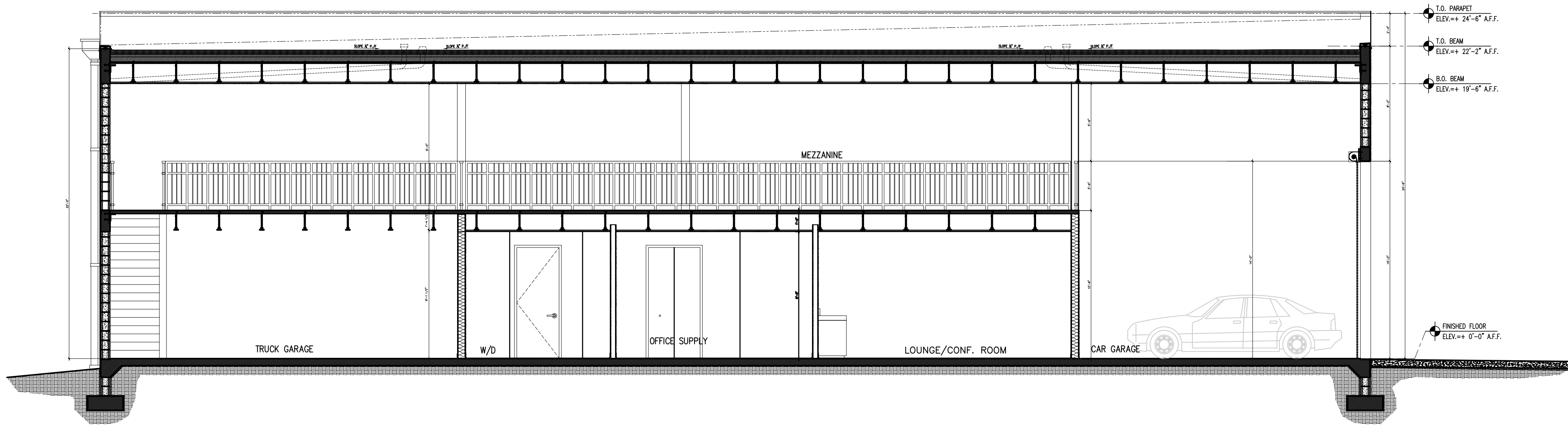
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SHEET	A-1.0.1



2 | CONCEPTUAL SECTION
SCALE: 3/16" = 1"



1 | CONCEPTUAL SECTION
SCALE: 3/16" = 1"

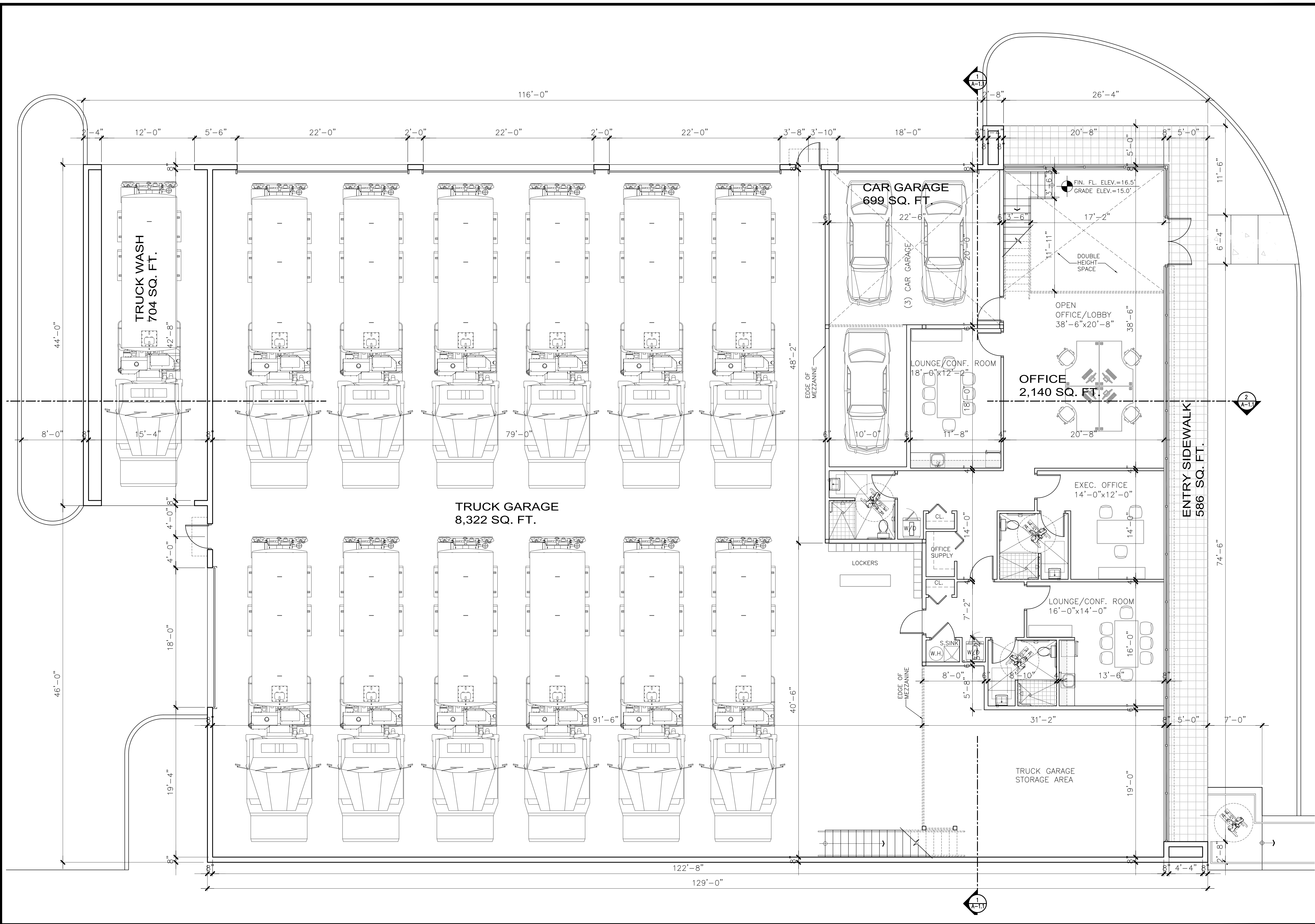
REVISION	BY:
01-21-2021	M.J.G.
03-22-2021	M.J.G.

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OF	1 OF 3
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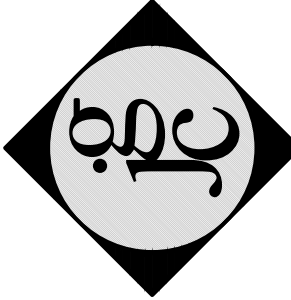


1 | **PROPOSED GROUND FLOOR PLAN**  NORTH

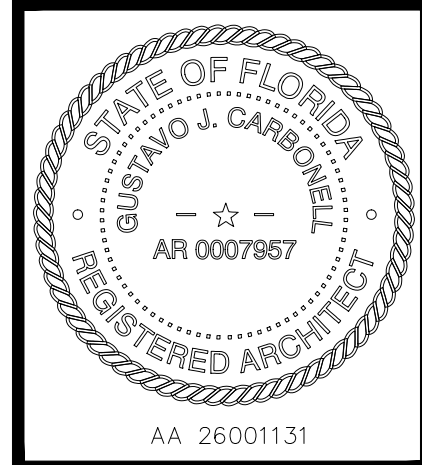
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REVISION	BY:
 01-21-2021	M.J.G.
 03-22-2021	M.J.G.

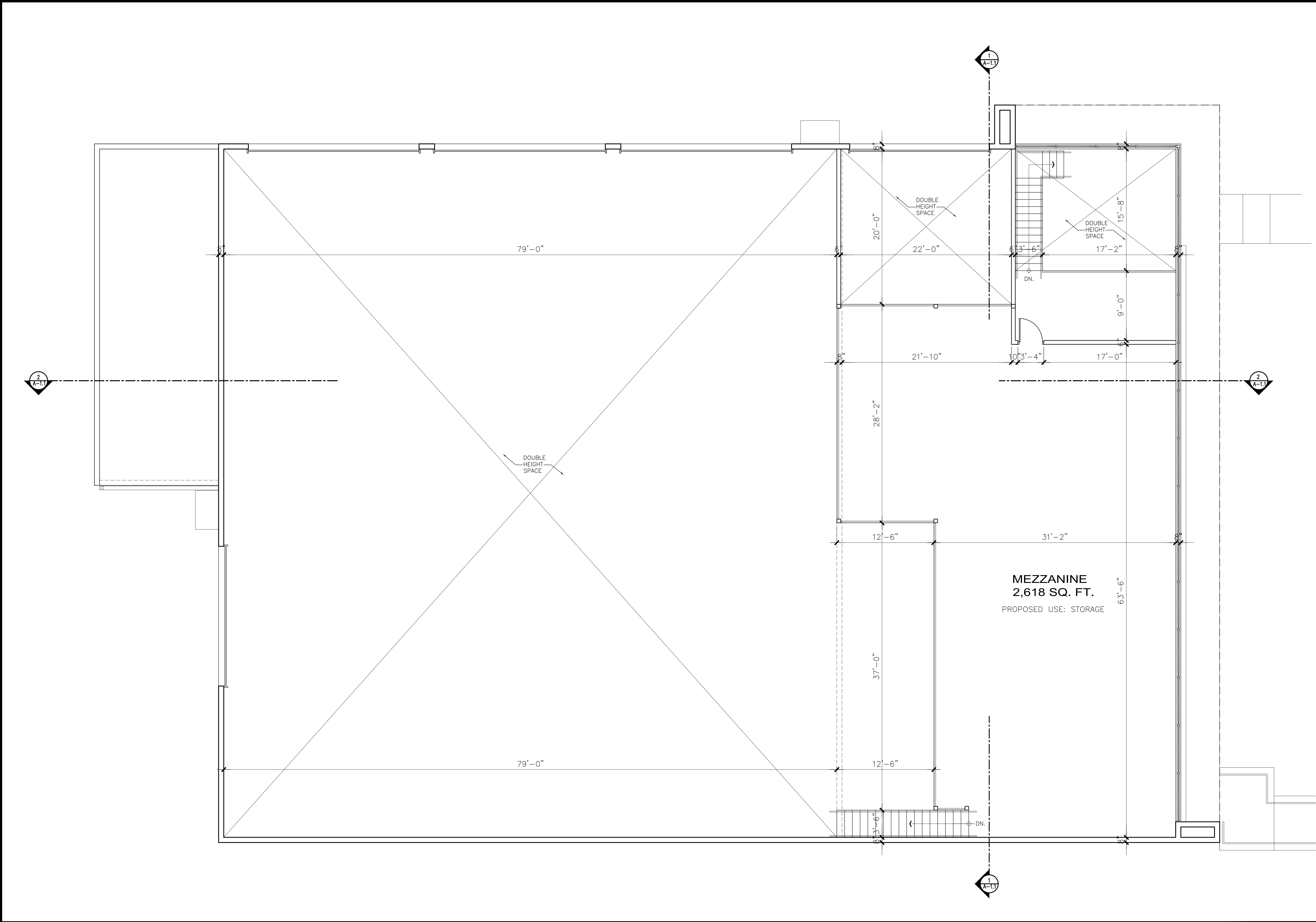
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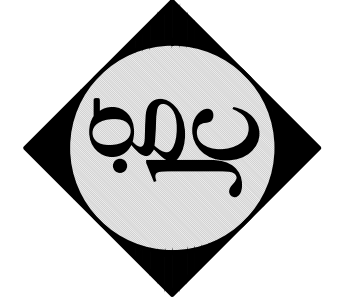


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OF	1 SHEETS



REVISION	BY:
 01-21-2021	M.J.G.
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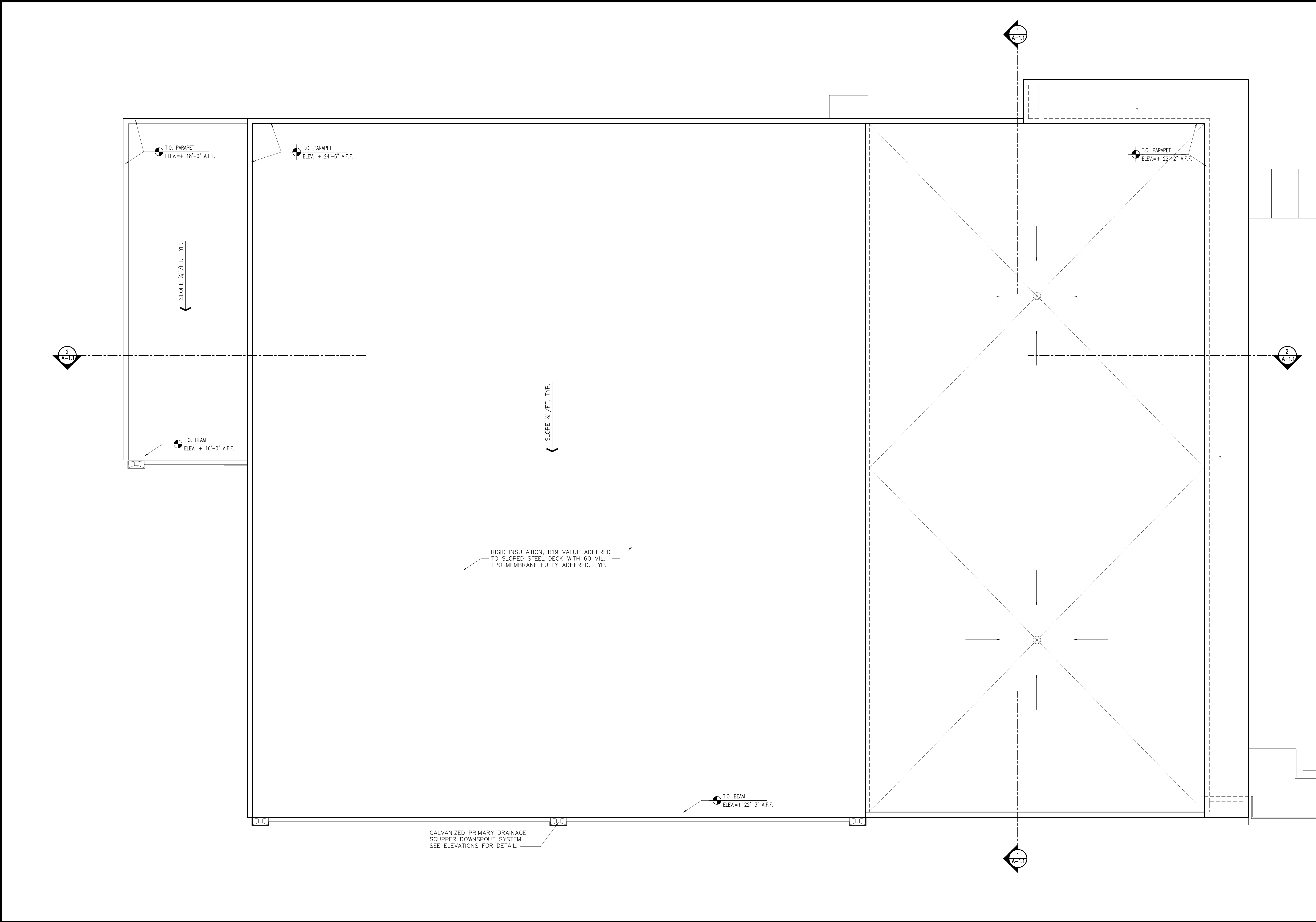
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DATE	February 2020
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OF	1 SHEETS



1 | **PROPOSED ROOF PLAN**



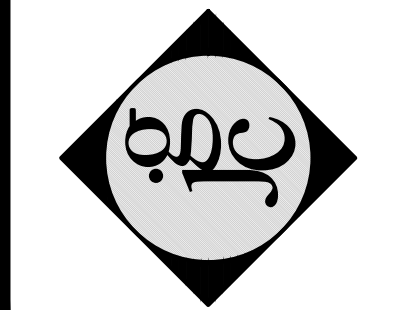
NORTH

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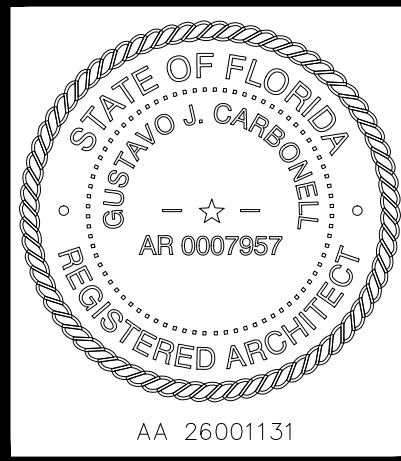
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REVISION	BY:
01-21-2021	M.J.G.
03-22-2021	M.J.G.

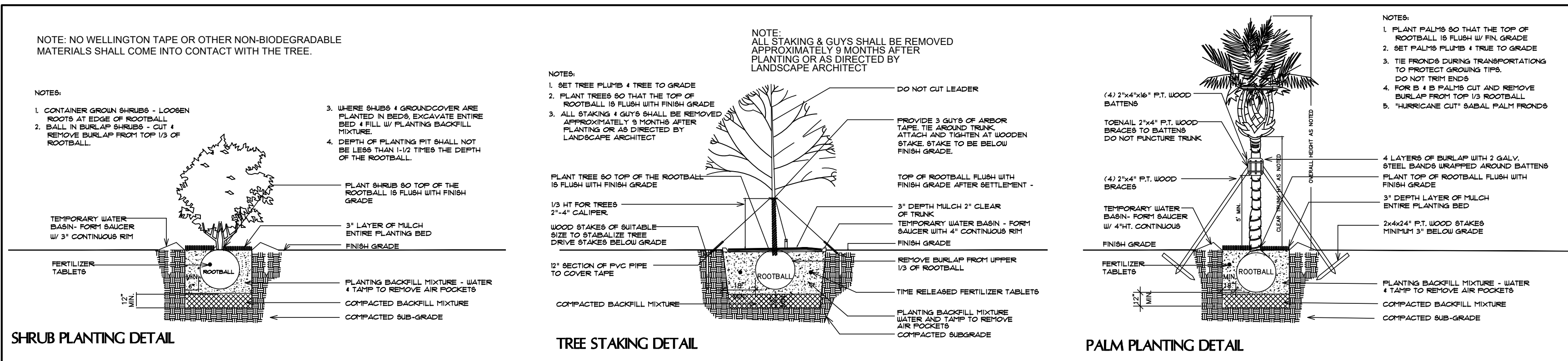
GUSTAVO J. CARBONELL, P.A.
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PROPOSED DEVELOPMENT FOR:
" A-ALLIGATOR SEPTIC & DRAIN "
1811 SW 42nd WAY
DEERFIELD BEACH, FL 33442



DRAWN	M.J.G.
CHECKED	G.J.C.
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SCALE	AS NOTED
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SHEET	A-2.2
OF	1 SHEETS

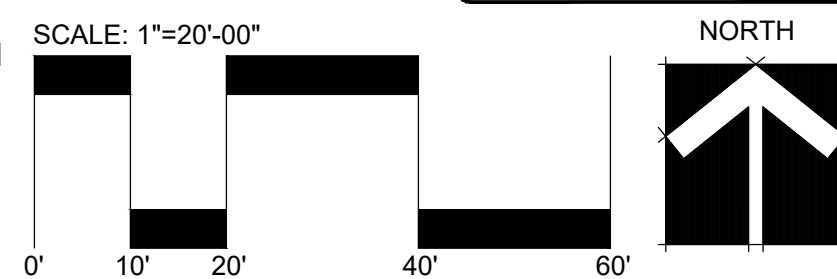


Landscape Code Requirements				
Description	Application	Calculation	Qty. Required	Qty. Provided
Site Trees	1 tree/ 1500 sf pervious	11,548 sf/ 1500	8	11
Site Shrubs	10/ 1500 sf pervious area	11,548 sf/ 1500 x 10	77	80
Site Groundcover	10/ 1500 sf pervious area	11,548 sf/ 1500 x 10	77	89
Swale Trees				
SW 42nd Way	1 tree / 30 lf	100/ 30	4	5
Perimeter Buffer Trees	1 tree / 40 lf			
North		332 99/40	9	9
West		163 59/ 40	4	4
South		332 99/40	9	9
East (Right of Way)	1 tree / 40 lf	163 59/ 40	4	4
	1 small tree/ 100 lf	163 59/100	2	2
Perimeter Shrubs				
North		332 99/2	167	167
West		163 59/ 2	82	82
South		332 99/2	167	167
East (Right of Way)		163 59/2	82	82
Foundation Trees	1 tree /40 lf (Building ht = 30')	110/ 40	3	4
Foundation Shrubs	10/ 40 lf	110/ 40 x 10	28	28
Foundation Groundcover	30/ 40 lf	110/ 40 x 30	83	83
Landscape Island Shrubs	20/ Island	14 x 20	280	280
Flowering Trees	20%	43 (.20)	9	11
Native Trees	50%	43 (.50)	22	35

1. All plant material shall be Florida No. 1 or better as given in the current Florida Grades and Standards for Nursery Plants, 2015, Florida Department of Agriculture and Consumer Services.
2. All plant materials shall be subject to inspection and approval by the Landscape Architect at place of growth and upon delivery for conformity to specification.
3. All plants shall be true to species and variety and shall conform to measurements specified. All substitutions shall be submitted to the City of Broward and subject for final approval.
4. All plants shall be exceptionally heavy, symmetrical, tight knit and so trained in appearance as to be superior to form, branching and symmetry.
5. Contractor shall notify Sunshine 811 (call 811) for locations of existing utility lines 48 hours prior to beginning work. Contractor shall verify location of all utility lines and easements prior to commencing any work. Excavation in the vicinity of underground utilities shall be undertaken with care and by hand, if necessary. The Contractor bears full responsibility for this work and disruption of damage to utilities shall be repaired immediately at no expense to Owner.
6. Grade B+ , shredded sterilized Melaleuca or Eucalyptus mulch shall be used in all mass planting beds and for individual tree pits. All trees shall have a mulch ring with a depth of 3" and a diameter of 3'-4" around their base. A mulch bed shall be kept 4" from base of all plant material. Mulch beds shall be a minimum of 12" wider than plants measured from outside edge of foliage.
7. Sod shall be St Augustine and free of weeds, insects, fungus and disease, laid with alternating and abutting joints.
8. All road rock, concrete, asphalt and all other unnatural materials shall be removed from all landscape areas and replaced with approved planting soil prior to installation.
9. All trees and shrubs shall be backfilled with a suitable planting soil consisting of 50 percent sand and 50 percent mulch. All plant materials shall be planted with a minimum of 6 to 18 inches of planting soil around the root ball. Refer to planting diagram for tree pits to be backfilled into pits by washing in. Planting beds shall be free from road, pea, egg or colored rock, building materials, debris, weeds, noxious pests and disease.
10. All sodded areas to have a minimum of 2" of planting soil as described in note #9.
11. All trees shall be warranted by the Contractor and will be healthy and in flourishing condition of active growth one year from date of final acceptance.
12. All shrubs, groundcovers, vines and sod will be fully warranted for 90 days under same condition as above.
13. All synthetic burlap used in planting or cords or wire baskets shall be removed before any trees are planted. All synthetic tape shall be removed from trunks, branches, etc before inspection. The top 1/3 of any natural burlap shall be removed or tucked into the planting hole before trees are backfilled. Planting soil to be backfilled into pits by washing in.
14. Only bio-degradable material can be attached to the trunks of trees.
15. All trees and palms shall be planted with the top of their rootballs 1'-2" above finished grade. All other plants shall be planted with the top of their rootball as directed by the final grade surrounding the planting area. If trees are containerized, the rootballs shall be shaved at the periphery and radial slices made to correct all circling roots and rootball deficiencies.
16. In areas where paved surfaces abut sod or mulch, the final level of both surfaces should be even.
17. All planting shall be installed with fertilizer at time of planting.
18. All planting shall be installed in a sound, workmanlike manner and according to good planting procedures.
19. Installation shall include watering, weeding, fertilizing, mulching, selective pruning and removal of refuse and debris on a regular basis so as to present a neat and well kept appearance at all times.
20. All landscape and sod areas shall have an automatic irrigation system installed. Coverage should be 100% with 50% minimum overlap using rust free water to all landscape and sod areas. Spray upon public sidewalks, streets and adjacent properties should be minimized. Sodded areas and shrub/ groundcover beds should be on separate irrigation zones for the automatic system. Irrigation system shall be installed with a rainswitch device.
21. All landscape and irrigation shall be installed in compliance with all local codes.
22. The plan shall take precedence over the plant list, should there be any discrepancy between the two.
23. A pre-construction meeting with the City Urban Forestry Department is required prior to the installation of any plant material.
24. All tree work shall be permitted and performed by a Broward County Tree Trimmer.
25. All plantings placed within 5 feet of the right of way of the City owned utility lines within the public street right of way including meters, hydrants, service lines, etc. . No street trees shall be placed on top of or 5 feet of either side of any City owned utility infrastructure. No trees, shrubs or obstruction shall be placed within a 3 foot radius of a City owned sewer lateral cleanout or water and/ or reuse meter.

NOTES:

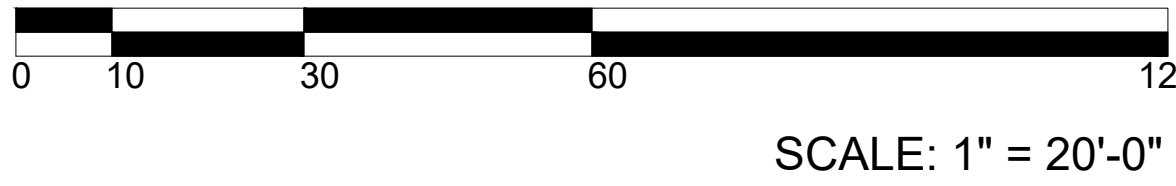
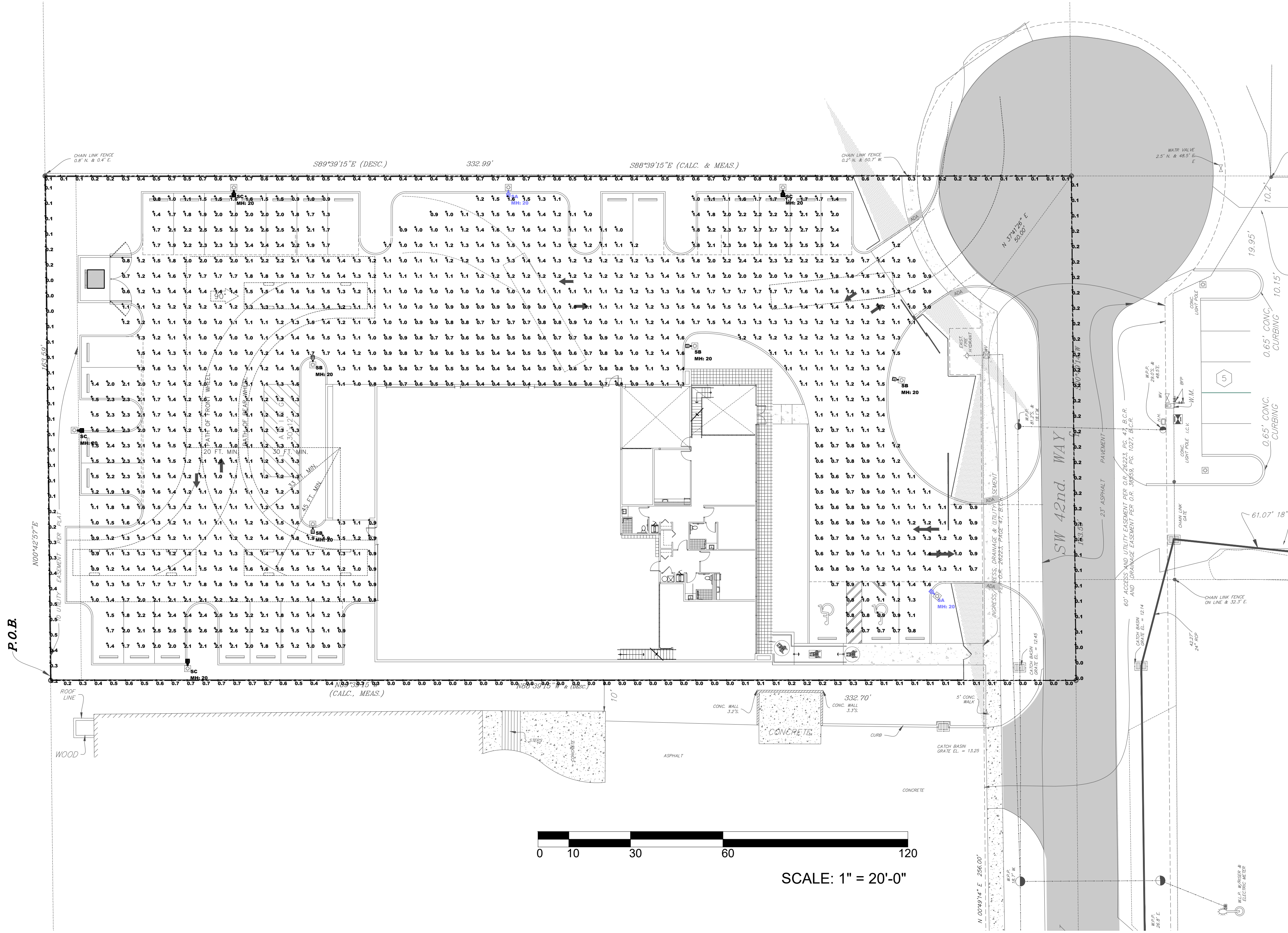
1. SOD AND IRRIGATE TO EDGE OF ROAD.
2. TREE REMOVAL PERMIT IS REQUIRED BY CITY PRIOR TO REMOVAL OF ANY TREES ON SITE.
3. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM VIEW WITH APPROPRIATE SHRUB MATERIAL.



DRAWN	
CHECKED	K.M.
DATE	7-27-2020
SCALE	
JOB. NO.	20-005
SHEET	L-1
OF	SHEETS



DRAWN	M.J.G.
CHECKED	G.J.C.
DATE	February 2020
SCALE	AS NOTED
JOB. NO.	20-005
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OF	1 SHEETS



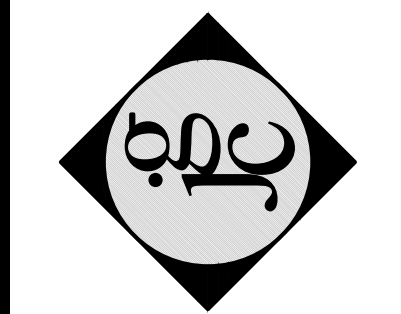
Pole Symbol	Qty
	10

Luminaire Schedule								
Project: A-ALLIGATOR SEPTIC & DRAIN - SITE DEERFIELD BEACH, FL 08/04/2020								
Symbol	Qty	Label	Arrangement	Manufacturer	Description	Luminaire Lumens	LLF	Luminaire Watts
	2	SA	SINGLE	Lithonia Lighting	DSX0 LED P1 40K T48 MVOLT HS MH POLE MOUNT A.F.G.	3579	0.903	38
	4	SB	SINGLE	Lithonia Lighting	DSX0 LED P3 40K T5W MVOLT MH POLE MOUNT A.F.G.	8711	0.903	71
	4	SC	SINGLE	Lithonia Lighting	DSX0 LED P2 40K BLC MVOLT MH POLE MOUNT A.F.G.	4925	0.903	49

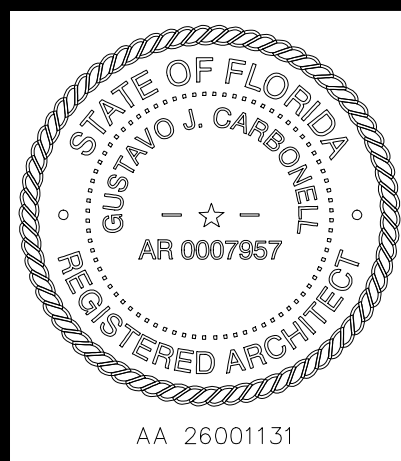
Calculation Summary							
Project: A-ALLIGATOR SEPTIC & DRAIN - SITE DEERFIELD BEACH, FL 08/04/2020							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PROPERTY LINE (horizontal)	Illuminance	Fc	0.26	0.8	0.0	N.A.	N.A.
PROPERTY LINE (vertical)	Illuminance	Fc	0.50	1.3	0.0	N.A.	N.A.
SITE	Illuminance	Fc	1.33	2.7	0.4	3.33	6.75

REVISION	BY:

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PROPOSED DEVELOPMENT FOR:
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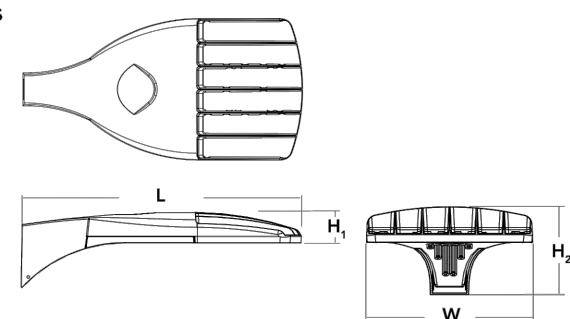
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CHECKED	G.J.C.
DATE	February 2020
SCALE	AS NOTED
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SHEET	PH-1
OF 1 OF 2	SHEETS

D-Series Size 0

LED Area Luminaire



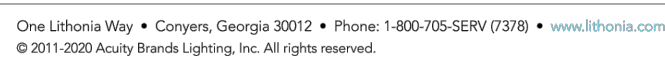
EPA:	0.95 ft ² (.09 m ²)
Length:	26" (66.0-cm)
Width:	13" (33.0-cm)
Height₁:	3" (7.62-cm)
Height₂:	7" (17.8-cm)
Weight (max):	16 lbs (7.25-kg)



The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment. The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire. The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for replacing up to 400W metal halide with typical energy savings of 70% and expected service life of over 100,000 hours.

EXAMPLE: DSX0 LED P6 40K T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSO LED									
Series	LEDs	Color temperature	Distribution			Voltage	Meaning		
DSO110	Forward opto		30K	3000K	TSS	TSS Type 3 chip ¹	AWOL ² 1	Ship included	
	P1	P4 ³	40K	4000K	TSM	TSM Type 1 medium ⁴	120 ⁵	SPA	Square pin mounting
	P2	P5	50K	5000K	TSM	TSM Type 2 medium ⁴	200 ⁵	WPA	Wide pin mounting
	P3	P6	50K	5000K	RLC	Backlight chip ⁶	204 ⁵	WPA	Wide pin mounting
	P4	P7	50K	5000K	RLC	Backlight chip ⁶	204 ⁵	WPA	Wide pin mounting
Rotated opto	Forward opto		TSM	TSM Type 1 medium ⁴	LC0	Low corner cut ⁷	277 ⁵	SUBA	Square pin angled mounting adapter ⁸
	P1 ⁹	P12 ⁹	TSM	TSM Type 1 medium ⁴	RLC	High corner cut ⁷	483 ⁵	WPA	Wide pin angled mounting adapter ⁸
	P13 ⁹	P13 ¹⁰	TSS	Forward throw medium				DSO shipped	
	P13 ⁹	P13 ¹⁰	TSS	Very forward throw				DSO shipped	

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DS90D01-LED
Rev. 07/30/20
Page 1 of 8

Photocell - SS2, twist-lock (120-2776)¹

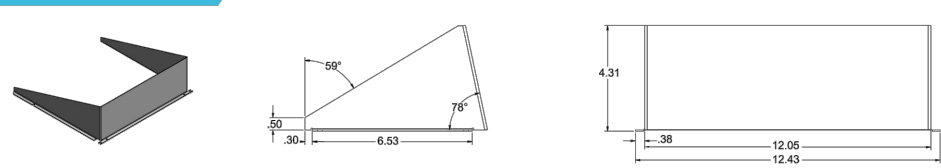
Ordered and shipped separately:

DLE127V-1.5 LU	PhotoShield - SS2, twist-lock (126-2779)*
DLE1347V-1.5 LU LU	PhotoShield - SS2, twist-lock (347V)*
DLE1480V-1.5 LU LU	PhotoShield - SS2, twist-lock (480V) *
SQASHST-SBK U	Shoring cap
SQSHS5-20C U	Hesse-side-shield for P1,P2,P3 and P4
SQSHS5-30C U	Hesse-side-shield for P7,P11,P12 and P13
SQSHS5-40C U	Hesse-side-shield for P5,P6 and P7
SQSBKDL U	Detoured drop lens (polyacarbonate)
PLMMA DSDSO L*	Sequent round-pole universal mounting bracket (specific fixture)
KHMS DSDSO U	Must arm mounting bracket adapter (specific fixture)
SQSHS5-FINSTRK U	External glass shield

*For more control options, visit [DTE](#) and [DCAM](#) on [LSPR.de](#) under [Lighting & Accessories](#).

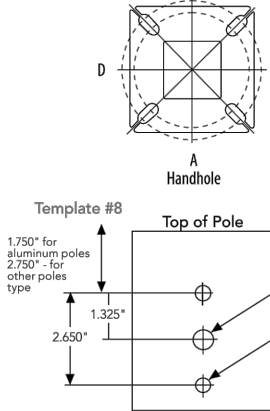
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1



HANDHOLE ORIENTATION

C



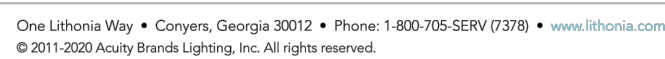
Tension O.D.	Single Unit
2-3/8"	AST20-190

Tronco D.B.	Single Unit	2 at 18"	2 at 30"	3 at 30"	3 at 120"	4 at 58"
2-3/8"	AST20-190	AST20-280	AST20-290	AST20-390	AST20-320	AST20-490
2-7/8"	AST25-190	AST25-280	AST25-290	AST25-390	AST25-320	AST25-490
4"	AST35-190	AST35-280	AST35-290	AST35-390	AST35-320	AST35-490

						
Theeving Options	Bo-ling Topology	Single	2 in 180	2 in 90	3 in 90	4 in 90
Head Location		Side B	Side B & D	Side B & C	Side B, C & D	Round Pole Only
DW Dimensions	#8	DM19AS	DM28AS	DM36AS	DM45AS	DM135AS
Minimum Acceptable Outside Pole Dimensions						
SPK	#8	2-7/8"	2-7/8"	3-5"	3-5"	3-5"
SPK	#8	2-7/8"	2-7/8"	3-5"	3-5"	3-5"
SPK/4	#8	2-7/8"	2-7/8"	4"	4"	4"
SPK/4	#5	2-7/8"	3-5"	5"	5"	3-5"

*Includes luminaire and integral mounting arm. Other tenors, arms, brackets or other accessories are not included in this EPA data.

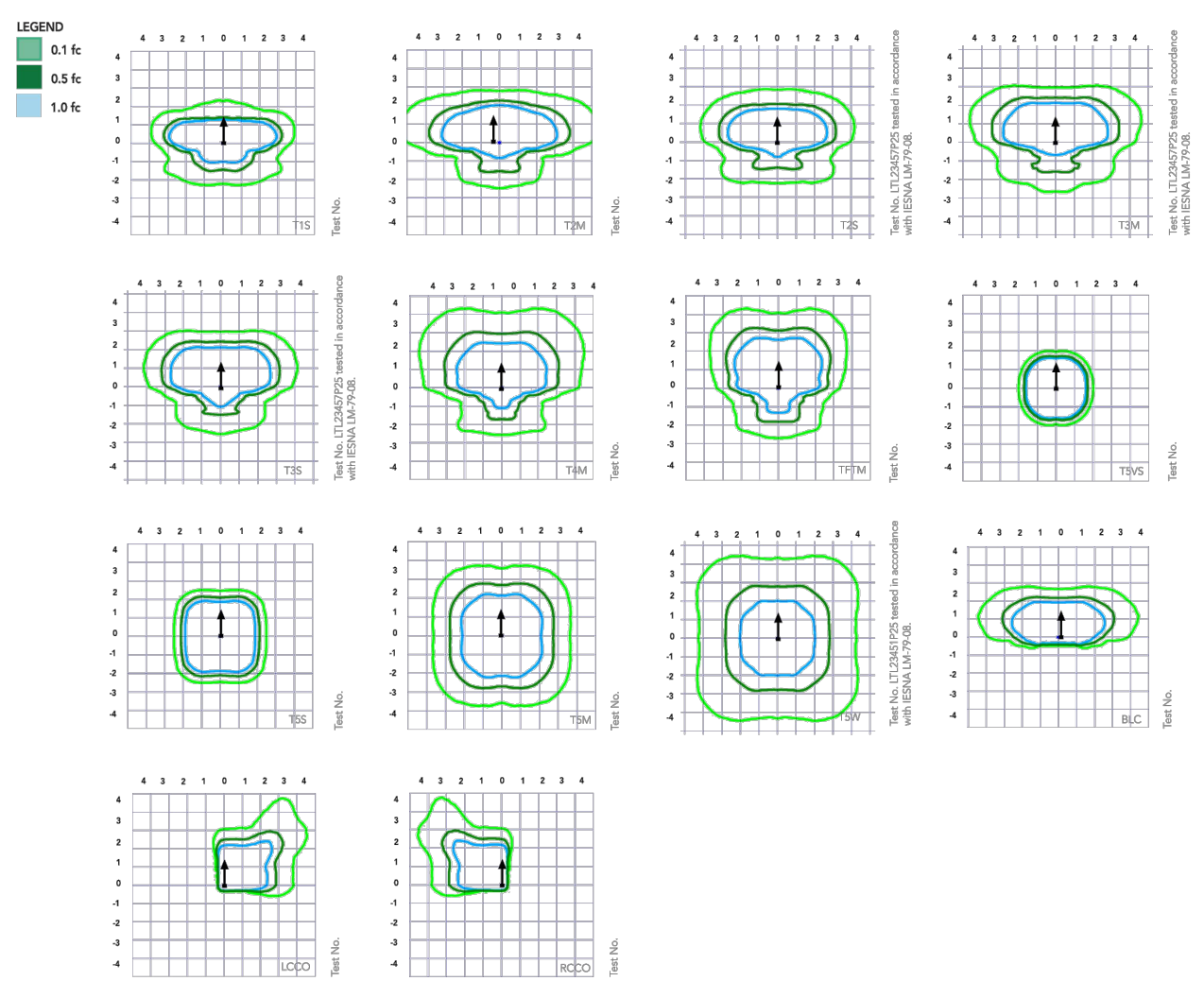
*Includes luminaire and integral mounting arm. Other tenors, arms, brackets or other accessories are not included in this EPA data.						
Fixture Quantity & Mounting Configuration	Single D010	2 x D010 D02L	3 x D010 D02L	3 x 90 D020	3 x 120 D02L	4 x 90 D040
Mounting Type						
OSLO LED	0.950	1.900	1.830	2.850	2.850	3.544



DSX0-LED
Rev: 07/30/20
Page 2 of 8

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's [D-Series Area Size 0 homepage](#).

Isofootcandle plots for the DSX0 LED 40C 1000 40K. Distances are in units of mounting height (20')



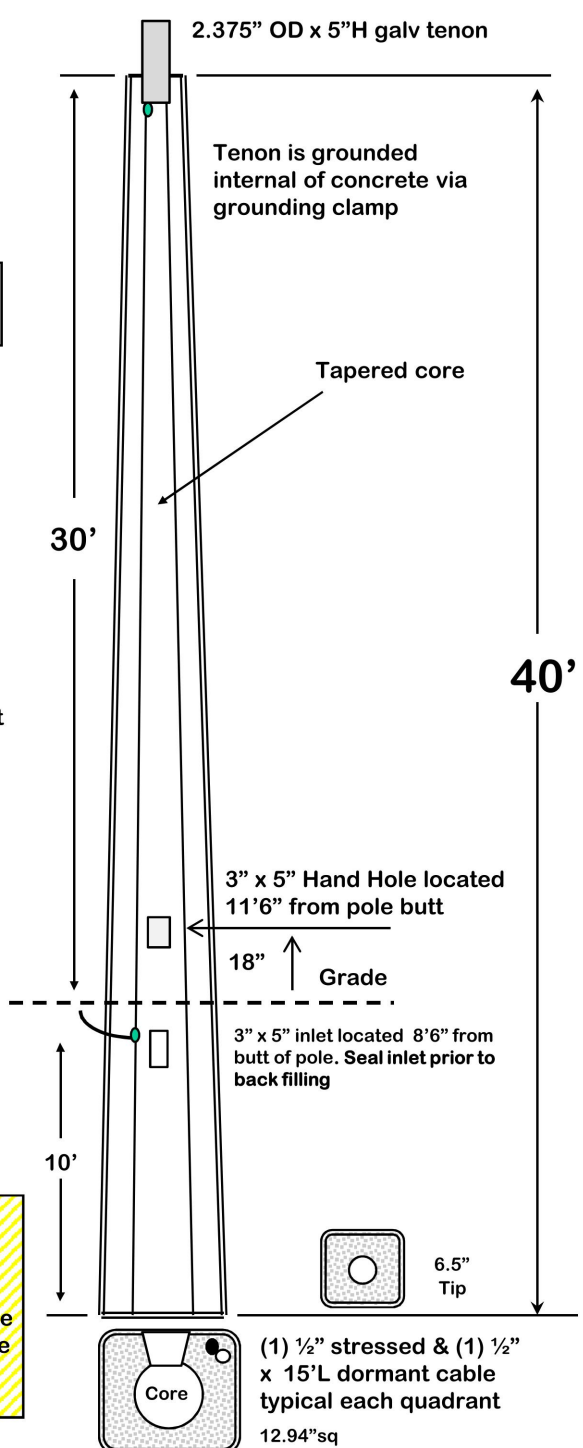
DS00 LE
Rev. 07/30/2
Page 3 of 3

"Your concrete pole producer since 1988"

•Pole Weight= 3,280lbs

- Pole Weight= 3,280lbs
- Wind speed= 170mph Vult
- Exposure = "C"
- Risk Category II
- Wind Gust = 3 seconds
- 2017 FBC 1620 HVHZ, 1609, 1819
- ASCE 7-10
- Min. Brk. Strength= 3,000#
- Concrete= 6,500lbs @ 28 days
- Grd. Wire= #6 Copper
- Strand= (4) .500" @ 70% Ultimate + (4) dormant

Select Structural LLC.
Shawn R. Anderson P.E., S.E.



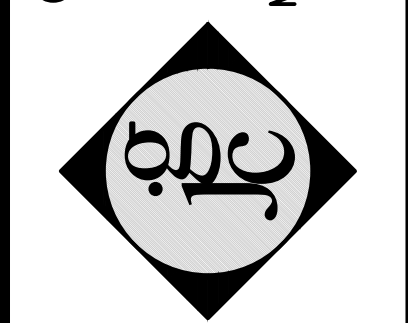
PROJECT:

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

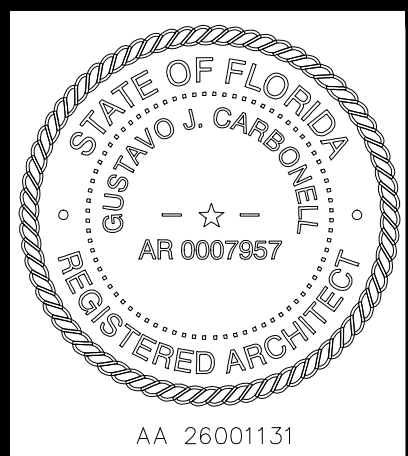
SCALE: 1" = 30.0'

C:\Users\MaritzaGil\Gustavo J. Carbonell\Gustavo Carbonell - Office\2020\20-005 A ALLIGATOR DEERFIELD BEACH\3-Site Plan Approval\Photometric\20-005-PH-1 PH-2 rev1.dwg, 2/11/2021 6:09:56 PM, DWG To PDF.pc3

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



**PROPOSED DEVELOPMENT FOR:
" A-ALLIGATOR SEPTIC & DRAIN "**
1811 SW 42nd WAY
DEERFIELD BEACH, FL 33442



DRAWN	M.J.G.
CHECKED	G.J.C.
DATE	February 2020
SCALE	AS NOTED
JOB. NO.	20-005
SHEET	PH-2
OF 2 OF 2	SHEETS



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: 8/3/2021

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2021-096: 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

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 stands 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, FLORIDA
NOTICE OF PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED that a public hearing will be before the City Commission on **Tuesday, August 3, 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. 2021-096: 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.

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 23, 2021



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-803

Agenda Date: 8/3/2021

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 Water Tower Site License Agreement between the City and T-Mobile South, LLC, to extend the License Agreement for five additional five year renewal terms; 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

On September 4, 2001, the City and Omnipoint Holdings, Inc. ("Omnipoint") entered into a Water Tower PCS Site License Agreement (the "Agreement"), whereby the City licensed to Omnipoint certain space on the City's east water tower, certain equipment cabinet space, and certain easements relating thereto on the City's property located at 872 Deerfield Beach Avenue, Deerfield Beach, FL. T-Mobile South, LLC ("T-Mobile") is the successor in interest to Omnipoint and the current Licensee under the Agreement.

The Agreement was first amended on June 16, 2015, to allow for the installation of three additional antennas and to increase the monthly license fee by \$450 (\$5,400 a year) for the additional equipment. The most recent annual revenue received from T-Mobile was Sixty-Four Thousand Five Hundred Thirty-Six Dollars and Ninety-Eight Cents (\$64,536.98).

Current Activity

T-Mobile has requested to amend the Agreement (the "Second Amendment") a second time to extend the license. The Second Amendment provides for five (5) additional, five (5) year renewal terms. The Second Amendment also provides for the monthly license fee of \$5,250 (\$63,000/yearly), effective October 1, 2021. Additionally, beginning October 1, 2022, the license fee shall be increased by three percent per year. All other terms of the Agreement remain the same.

Recommendation

At the request of T-Mobile and the recommendation of staff, we are seeking the City Commission's approval of the Second Amendment.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE WATER TOWER SITE LICENSE AGREEMENT BETWEEN THE CITY AND T-MOBILE SOUTH, LLC, TO EXTEND THE LICENSE AGREEMENT FOR FIVE ADDITIONAL FIVE YEAR RENEWAL TERMS; AUTHORIZING EXECUTION OF THE AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 4, 2001, the City and OmniPoint Holdings, Inc. (“OmniPoint”) entered into a Water Tower PCS Site License Agreement (the “Agreement”), whereby the City licensed to OmniPoint certain space on the City’s water tower, certain equipment cabinet space, and certain easements relating thereto on the City’s property located at 872 Deerfield Beach Avenue, Deerfield Beach, FL; and

WHEREAS, T-Mobile South, LLC (“T-Mobile”) is the successor in interest to OmniPoint and the current Licensee under the Agreement; and

WHEREAS, on June 16, 2015, the City and T-Mobile amended the Agreement (the “First Amendment”) to allow for Licensee’s installation of three additional antennas and increase the monthly license fee payment; and

WHEREAS, T-Mobile has requested to amend the Agreement a second time to provide for five additional five year renewal terms; and

WHEREAS, staff has negotiated a monthly license fee of \$5,250 (\$63,000/annually) commencing October 1, 2021, with an annual increase of 3% per year beginning October 1, 2022; and

WHEREAS, City staff recommends approving and authorizing execution of the second amendment to the Agreement with T-Mobile, attached as Exhibit “A,” (the “Second Amendment”) which extends the term for five additional five year renewal terms.

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 Second Amendment to the Agreement with T-Mobile, attached as Exhibit “A”.

Section 3. The City Commission hereby authorizes the City Manager to execute the Second Amendment with T-Mobile, 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

RESOLUTION NO. 2015/135

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AMENDMENT TO THAT CERTAIN WATER TOWER SITE LICENSE AGREEMENT BETWEEN THE CITY AND T-MOBILE SOUTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS SUCCESSOR IN INTEREST TO OMNIPOINT HOLDINGS, INC. ("T-MOBILE"); PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City and T-Mobile entered into that certain license agreement dated September 4, 2001 whereby the City licensed space on the City water tower to T-Mobile for placement of certain equipment together with a license for cabinet space and the grant of easements; and

WHEREAS, the City and T-Mobile desire to amend the license agreement to provide for the installation of three (3) additional antennas by T-Mobile and an increase in the license fee paid to the City.

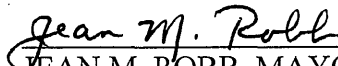
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. Each and every Whereas clause set forth above is a true and correct recital and representation and is incorporated herein as if set forth fully.

Section 2. The Amendment to the Water Tower Site License Agreement is hereby approved in substantially the same form as attached hereto and made a part hereof as Exhibit "A" and the City Manager is authorized to execute all documents in connection therewith on behalf of the City.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 16TH DAY OF JUNE, 2015.


JEAN M. ROBB, MAYOR

ATTEST:


for SAMANTHA GILLYARD, CMC, CITY CLERK

Deerfield/Resolutions/(T-Mobile Tower Amend)

**AMENDMENT TO WATER TOWER SITE LICENSE AGREEMENT
SITE ID: 6FB1141D**

This Amendment to Water Tower PCS Site License Agreement (the "Amendment") is made and entered into this 16th day of June, 2015 by and between the City of Deerfield Beach ("City") and T-Mobile South LLC, a Delaware limited liability company, as successor in interest to Omnipoint Holdings, Inc. ("Licensee").

WHEREAS, City and Licensee are parties to that certain Water Tower PCS Site License Agreement dated September 4, 2001 (the "Agreement"), whereby City licensed to Licensee certain space on City's water tower, certain equipment cabinet space and certain easements relating thereto (collectively the "Licensed Property") on City's Property located at 872 S. Deerfield Avenue, Deerfield Beach, Florida; and

WHEREAS, the parties hereto desire and intend to amend certain terms of the Agreement as provided herein;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Agreement is hereby amended as follows:
 - A. Pursuant to Section 2 of the Agreement, City agrees to allow Licensee to erect, maintain and operate three (3) additional antennas as shown on Exhibit A attached to this Amendment and incorporated herein by reference.
 - B. Effective on the date of this Amendment, Licensee's monthly license payment shall be increased by Four Hundred and Fifty Dollars (\$450.00).
 - C. Paragraph 10 is amended to provide that Licensee's address for notices under the Agreement is as follows:

Licensee: T-Mobile South LLC
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/Site # 6FB1141D

2. The parties hereby reaffirm their rights and obligations under the Agreement except as specifically modified by this Amendment. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signature to appear on the following page

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date first written above.

"CITY"

Witnesses:

[Signature]
[Signature]

CITY OF DEERFIELD BEACH

By: Burgess Hanson
Burgess Hanson, City Manager

Address: 150 NE 2nd Avenue
Deerfield Beach FL 33441

Executed on 23rd day of June 2015

Attest:

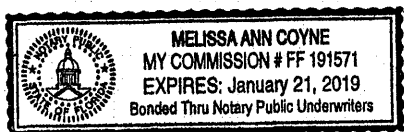
[Signature]
for SAMANTHA GILLYARD, CMC, CITY CLERK

Approved by:

[Signature]
Andrew Maurodis, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

THIS IS TO CERTIFY, that on this 23rd day of June, 2015, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared Burgess Hanson, as City Manager of the City of Deerfield Beach, a Florida corporation, who (check one) ☒ is personally known to me or ☐ produced _____ as identification.



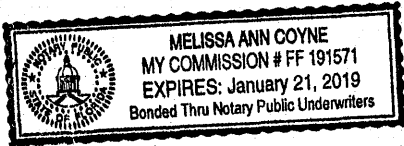
[Signature]
Notary Public, State of Florida

Print Name: Melissa Coyne

My Commission expires:
Jan 21, 2019

STATE OF FLORIDA
COUNTY OF BROWARD

THIS IS TO CERTIFY, that on this 23rd day of June, 2015, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared Heather Montemayor, Asst. ~~to the City Clerk~~ of the City of Deerfield Beach, a Florida corporation, who (check one) [☒] is personally known to me or [☐] produced _____ as identification.



M Coyne

Notary Public, State of Florida

Print Name: Melissa Coyne

My Commission expires:

1/21/19

"LICENSEE"

Signed and delivered
In the presence of:

T-MOBILE SOUTH LLC

Marlyn Lubin
Witness

By: *Harlan Kickhoefer*

Print Name: Marlyn Lubin

Print Name: Harlan Kickhoefer

Marie Trubka
Witness

Title: Director, Network Eng. & Ops.

Print Name: Marie Trubka

Address: 1300 Concord Terrace, Suite 200
Sunrise, FL 33323

Executed on 30th day of January, 2015

STATE OF FLORIDA
COUNTY OF BROWARD

THIS IS TO CERTIFY, that on this ____ day of January, 2015, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared Harlan Kickhoefer, Director, Network Engineering & Operations, of T-Mobile South LLC, who (check one) [] is personally known to me or [] produced _____ as identification.

Denise Rodriguez
Notary Public, State of Florida

Print Name: Denise Rodriguez

My Commission expires



RESOLUTION NO. 2001/127

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH OMNIPOINT HOLDINGS, INC., D/B/A VOICESTREAM WIRELESS, FOR LOCATION OF ANTENNAS FOR THEIR CELLULAR PHONE TRANSMISSION ON THE EAST WATER TOWER LOCATED ON DEERFIELD AVENUE, PROVIDING FOR EXECUTION SUBJECT TO APPROVAL OF TERMS AND FORM BY THE CITY MANAGER AND THE CITY ATTORNEY

WHEREAS, Omnipoint Holdings, Inc. d/b/a VoiceStream Wireless, has approached the City of Deerfield Beach with regard to locating antennas for their cellular phone transmission on the East Water Tower located on Deerfield Avenue in the City of Deerfield Beach; and

WHEREAS, the City is desirous of entering into such an agreement, provided it receives sufficient protection and satisfactory rental payments from Omnipoint Holdings, Inc.; and

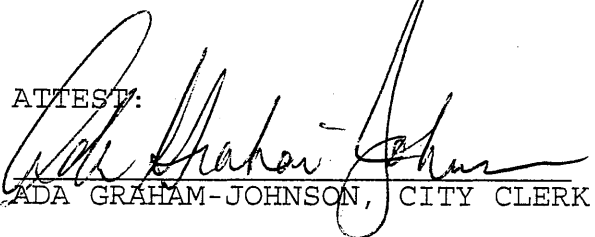
WHEREAS, the City wishes to authorize the City Manager and the City Attorney to review and approve a license agreement which provides for the purpose as set forth above;

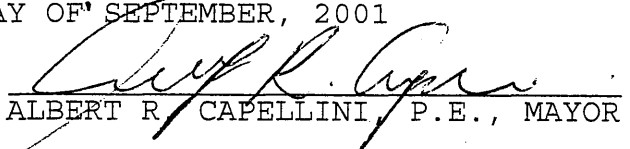
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA:

SECTION 1. The City Manager is hereby authorized to execute a License Agreement with Omnipoint Holdings, Inc. for the purposes of locating antennas for cellular phone transmission on the East Water Tower located on Deerfield Avenue, provided that both the form and content of said License Agreement are approved by the City Manager and City Attorney and that said Agreement provides satisfactory rent to the City of Deerfield Beach and provides full protection to the City of Deerfield Beach with respect to the operation of its water treatment facilities and any other liability that may result from the Agreement. Further, this authorization is specifically subject to the City Manager and City Attorney being satisfied as to the terms and conditions of the License Agreement and confirmation by the City that the License Agreement shall not prohibit the City from also leasing to another telecommunications provider or infringe upon any other agreements obligating the City.

ADOPTED THIS 4TH DAY OF SEPTEMBER, 2001

ATTEST:


ADA GRAHAM-JOHNSON, CITY CLERK


ALBERT R. CAPELLINI, P.E., MAYOR

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WATER TOWER PCS LICENSE AGREEMENT

SITE ID: FB 1141D

This Tower Site License Agreement ("Agreement") entered this 4th day of Septemer, 2001 between the **CITY OF DEERFIELD BEACH**, a Florida municipal corporation, whose address is 150 N.E. Second Avenue, Deerfield Beach, Florida 33441-3598 (hereinafter referred to as "**CITY**" or "**CITY**") and **OMNIPOINT HOLDINGS, INC. d/b/a VoiceStream Wireless**, a Delaware limited liability company, whose address is _____ (hereinafter referred to as "**LICENSEE**").

RECITALS:

CITY is the fee simple owner of certain real property ("**CITY's Property**") located at Deerfield Avenue, Deerfield Beach, Florida. **CITY's Property** is more particularly described on Exhibit "A"; and

CITY is the owner of a 140 foot water tower ("**Water Tower**") that is located on **CITY's** Property; and

LICENSEE desires to obtain a lease from **CITY** of a portion of **CITY's** Property known as the "**Licensed Property**" (as hereinafter defined) for the purpose hereinafter set forth.

LICENSEE understands that in using the Licensed Property on the Water Tower, it may not do so in a way which interferes in any way with the Ability of the City to lease other portions of the **CITY's** Property for the same uses to other operators (subject to the provisions of Section 14 hereof) and that this understanding shall control the application of this entire Agreement; provided also that **CITY** shall require any other operators of communication equipment on the Water Tower to cooperate to the extent feasible, to minimize interference with **LICENSEE's** equipment or facilities.

In consideration of the foregoing, the mutual terms, covenants and conditions contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged from one party to the other, the undersigned parties acknowledge and agree as follows:

RECITALS:

1. **RECITATIONS.** The above representations are true and correct and incorporated as binding parts of this Agreement.

2. **LICENSED PROPERTY.** **CITY** hereby grants and conveys to **LICENSEE**, and **LICENSEE** hereby accepts from **CITY**, the right and license to use and occupy the Licensed Property consisting of approximately 400 square feet (the "**Equipment Cabinet Space**"), together with a portion of the Water Tower (the "**Water Tower Space**"), together with the non-exclusive right, privilege and easement over and across a portion of **CITY's** Property for parking, pedestrian and vehicular access to and from the Equipment Cabinet Space and the Water Tower Space as may be required to construct, install, operate, maintain and repair **LICENSEE's** antennas and associated

equipment for its communications system (collectively, "LICENSEE's Equipment"), together with the non-exclusive right, privilege and non-exclusive easement over, under and across said portion of Property for the purposes of providing and maintaining necessary utilities to LICENSEE's Equipment (this Property is described on Exhibit "B" and shall be referred to as the Licensed Property).

A) Water Tower Space. CITY hereby licenses to LICENSEE space on the Water Tower to the extent necessary to enable LICENSEE to erect, maintain and operate various antennas as part of its telecommunications system and for no other purposes. LICENSEE may mount its various antennas at the 120-foot level of the Water Tower. The equipment is depicted on Exhibit "C". The exact location between said elevations on the Water Tower must be approved by CITY (such approval not to be unreasonably withheld) so as to avoid interference with any of CITY's equipment, cables, lines, antennas and/or any other property located on the Water Tower, or which CITY may wish to reserve for future use on the Tower, as may be applicable.

CITY agrees (subject to the limitations set forth herein) that LICENSEE may attach necessary transmission lines, cables, antennas, fixtures, and other associated equipment from the Equipment Cabinet Space to the Water Tower Space to make said antennas operational. LICENSEE will provide all mounting hardware necessary for its installation.

B) Equipment Cabinet Space. LICENSEE shall install equipment cabinet(s) at the location of the Equipment Cabinet Space to shelter its communications equipment. Such equipment shall be fully landscaped consistent with the City Code and receive Community Appearance Board approval.

C) Access. CITY agrees that LICENSEE shall have the right to non-exclusive access to the Equipment Cabinet Space and the Water Tower Space 24 hours a day, 7 days a week, as may be required to construct, install, operate, maintain and repair LICENSEE's Equipment, provided that said usage does not interfere with CITY's use, create a safety hazard, or interfere with use of the Water Tower by others granted permission to use the Water Tower.

D) Utility Service. LICENSEE shall be solely responsible for, and shall promptly pay all charges for utilities serving the Licensed Property and for the cost of the installation, maintenance, and repair of all utility meters associated with such utility service. LICENSEE shall have an electric meter installed at the Licensed Property and have the right to run necessary utility lines and other electrical equipment as may be necessary from the utility source to the Equipment Cabinet Space and the Water Tower Space.

E) No Interference. In its use of the Licensed Property, LICENSEE shall be subject to the provisions of Section 14 hereunder which shall govern all license rights granted hereunder.

3. TERM AND LICENSE FEE.

A) Initial Term. The initial term of this Agreement shall be five (5) years beginning on the date the Certificate of Occupancy for LICENSEE's Equipment is issued by the CITY of Deerfield Beach (the "Commencement Date").

B) Extension Options. Extension of the initial term of this Agreement is granted to LICENSEE to for three (3) additional five (5) year extension periods. Further, the extension periods shall automatically renew unless LICENSEE provides ninety (90) days written notice of intent not to renew.

C) After the expiration of the initial five (5) year term of this agreement and the first additional five (5) year extension period, the CITY shall, in its sole discretion, have the right to terminate this agreement if it determines that the water tower will no longer be used by the CITY as a water tower. In the event that the CITY exercises this right after the initial ten (10) year period, the CITY will negotiate in good faith to allow LICENSEE to locate a monopole or other similar structure on the property where the water tower presently exists under the terms and conditions similar to those set forth in this agreement. The CITY will then use its best efforts, to the extent permitted by law, to assist LICENSEE with any zoning compliance issues that may arise due to the need for a new tower.

D) License Payment. LICENSEE shall pay an initial payment of \$75,000, plus applicable sales tax, upon issuance of building permit or October 1, 2001, whichever is earlier, ("License Fee Commencement Date") representing the license up-front payment for the first three years, and an annual payment of \$26,250 which license payment shall be paid annually, in advance beginning on October 1, 2004 and on October 1 of each subsequent year (partial years to be prorated) to CITY as CITY may otherwise direct from time to time in writing at least thirty (30) days before the payment is due. During the initial term of this Agreement and during the extension terms, the payment shall be increased annually by five percent (5%). LICENSEE shall be responsible for any and all property or other taxes levied resulting from its use of the Tower.

4. USE.

A) Use of the Licensed Property by LICENSEE shall be for the purpose of installing, removing, replacing, maintaining and operating, at its sole expense, LICENSEE's equipment and uses incidental thereto, including the antenna array on the Leased Property. LICENSEE shall have the right to install, construct, repair, maintain, operate or remove its communications equipment, including without limitation its equipment cabinet(s), transmitters, receivers, generators for emergency power, antennas and related equipment and support structures and trade fixtures ("LICENSEE's Equipment") See Exhibit "C". Title to LICENSEE's Equipment shall be and remain solely in LICENSEE. All equipment, antenna support structures and trade fixtures placed on the Leased Property, by LICENSEE are and shall remain the property of LICENSEE and shall not be deemed fixtures on the land. In the event that any modifications are needed to the Water Tower to accommodate LICENSEE's Equipment, LICENSEE shall bear all costs associated therewith. LICENSEE shall submit plans and specifications to CITY for written approval prior to

commencement of any modification. No use by LICENSEE may interfere with or hinder CITY's use of the Water Tower or water facilities or CITY property, or hinder or interfere with CITY's ability to permit similar uses by other users.

B) Plans, Specifications and Governmental Approvals. LICENSEE, at LICENSEE's expense, shall prepare all plans and specifications required for LICENSEE's expense, shall prepare all plans and specifications required for LICENSEE's intended use and shall obtain all certificates, permits, licenses and other approvals required by any applicable federal state and local authorities (collectively, "Governmental Approvals") for the use of the Licensed Property. CITY shall have the right to approve, in CITY's reasonable discretion (consistent with CITY's use and desire to permit other use of the Water Tower and to consider aesthetic concerns), the plans and specifications for the installation of LICENSEE's Equipment and any substantive modifications; such approval not to be unreasonably withheld, conditioned or delayed. To the extent feasible, CITY agrees to cooperate with LICENSEE to obtain the Governmental Approvals and to execute and deliver all applications and other documents required for LICENSEE to obtain the Governmental Approvals. Responsibility for obtaining permits remains solely with LICENSEE and CITY shall not be liable for any failure to obtain approvals.

LICENSEE shall maintain in a good state of repair and in good operating condition its antenna and transmitting and other equipment, all in accordance with good engineering practices and applicable governmental rules and regulations. LICENSEE shall observe and comply with all applicable laws, statutes, ordinances, rules and regulations of the federal, state, and local governments and of all other governmental authorities, affecting LICENSEE's Equipment or appurtenances thereto or any part thereof.

C) Access to City's Property. CITY hereby grants LICENSEE access to Licensed Property (and areas adjacent thereto) to conduct, at LICENSEE's expense, such surveys, structural strength analysis tests, radio propagation tests, soils tests, environmental studies, wetlands studies, and other feasibility studies and tests LICENSEE deems necessary, in LICENSEE's sole and absolute discretion, for the use of the Licensed Property by LICENSEE.

D) Water Tower Studies. LICENSEE agrees to promptly secure or reimburse (at CITY's option) CITY for the reasonable cost of all reasonably necessary Water Tower studies determining feasibility of Water Tower loading due to LICENSEE's Equipment. Should Water Tower modification be required, due to modifications required for or as a result of LICENSEE's use, the cost of all such modifications shall be borne by LICENSEE. The CITY shall use its best efforts to respond to plan submittals in a prompt manner. No modifications will be permitted by the CITY, which materially affect any CITY equipment or operations or those of other users of the water tower.

5. RIGHTS TO EQUIPMENT; CONDITION ON SURRENDER.

A) LICENSEE's antennas and equipment shall remain personal to and the property of LICENSEE. At the termination or expiration of this Agreement, LICENSEE shall have the

obligation to remove its antennas and/or equipment. When LICENSEE elects to remove its antennas and equipment, LICENSEE shall repair any damage caused by such removal, and shall otherwise surrender the Licensed Property at the expiration of the term, as same may have been extended, or earlier termination thereof, in good condition ordinary wear and tear, damage by fire and other casualty excepted. Any of LICENSEE's equipment or other property that has not been removed from the Licensed Property at the time that this Agreement is terminated may, at the discretion of the CITY, be deemed abandoned by LICENSEE and CITY shall be free to dispose of same in any manner CITY chooses and without any liability to LICENSEE and LICENSEE shall be responsible to pay all reasonable costs incurred by the CITY (within thirty (30) days of notification by CITY).

LICENSEE shall have ninety (90) days to remove all equipment following the termination of the license agreement.

B) Any claims relating to the condition of the Licensed Property must be presented by CITY in writing to LICENSEE within thirty (30) days after the termination of this Agreement or discovery of said condition (whichever occurs later) or CITY shall be deemed to have irrevocably waived any and all such claims.

6. CITY and LICENSEE recognize that the Water Tower may require maintenance that may include sand blasting and painting. Except in cases of emergencies, CITY shall notify LICENSEE no less than sixty (60) days in advance of any maintenance. CITY and LICENSEE agree to cooperate in arranging such maintenance to be performed in a manner to minimize interference with LICENSEE's Equipment. In the event LICENSEE shall be unable to operate at the Water Tower due to such maintenance for a period greater than twelve (12) hours, LICENSEE shall be given the right to locate and operate on CITY's Property temporary emergency equipment, including, but not limited to, a portable antenna structure up to the height contemplated by this Agreement for placement of LICENSEE's Facilities on the Water Tower, necessary to maintain its telecommunications capability on the Leased Property.

7. LICENSEE'S MAINTENANCE. LICENSEE's Equipment shall be installed, constructed and maintained by LICENSEE at LICENSEE's sole cost and expense, in a good and workmanlike manner in accordance with LICENSEE's specifications as approved by CITY as set forth above, and shall not cause any damage to CITY's facilities, equipment, or property. LICENSEE, at LICENSEE's sole cost and expense, shall maintain LICENSEE's Equipment in good order, repair and appearance.

8. LICENSEE'S DEFAULT.

A) The occurrence of any one or more of the following events shall constitute an "Event or Default" hereunder by LICENSEE:

(1) The failure by LICENSEE to make any payment of the license fee or any other payment required to be made by LICENSEE hereunder, as and when due, where such failure shall continue for a period of forty (40) days after written notice thereof is received by LICENSEE from CITY. Thereafter the payments due shall bear interest at the rate of 1 1/2% per month.

(2) The failure by LICENSEE to observe or perform any of the covenants or provisions of this Agreement to be observed or performed by LICENSEE, other than as specified in section (1) above, where such failure shall continue for a period of thirty (30) days after written notice thereof is received by LICENSEE from CITY; provided, however, that it shall not be deemed an Event of Default by LICENSEE if LICENSEE shall commence to cure such failure within said thirty (30) day period and thereafter diligently and continuously prosecutes such cure to completion.

B) If there occurs an Event of Default by LICENSEE, in addition to any other remedies available to CITY at law or in equity, CITY shall have the option to terminate this Agreement and all rights of LICENSEE hereunder.

C) If there occurs an Event of Default by LICENSEE (other than Subsection (A)(1) above), CITY shall not have the right, prior to the termination of this Agreement by a court of competent jurisdiction, to remove LICENSEE's equipment from the Licensed Property and/or remove persons or property from the Licensed Property. However, CITY shall have the absolute right to unrestricted access to the full use of all its property and equipment and may take all reasonable actions to protect said access.

9. CITY'S DEFAULT. In the event of a breach by CITY of any of the material covenants or provisions hereof and CITY's failure to cure any breach of any other provision of the Agreement after thirty (30) days written notice and demand, LICENSEE shall have the right of injunction or to terminate the Agreement. Note that Section 22(E) limits LICENSEE's rights to damage claims.

10. NOTICES. Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with Federal Express (or a comparable overnight delivery service), or on the day that is three (3) days after deposit in the United States Mail, as the case may be.

OWNER: City of Deerfield Beach
150 N.E. Second Avenue
Deerfield Beach, Florida 33441-3598

With a copy to: City of Deerfield Beach
Purchasing Division
210 Goolsby Blvd.
Deerfield Beach, FL 33442

LICENSEE:

OMNIPPOINT HOLDINGS, INC.
8100 SW 10th Street
Building 3, Suite 1000
Plantation, FL 33324
Attn: PCS Administrator

With a copy to: Ompnpoint Holdings, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator

Any party may change his, her or its address for notice purposes by giving notice in accordance with this paragraph.

11. ASSIGNMENT. Assignment of this Agreement by LICENSEE may be made to any affiliate or subsidiary of LICENSEE. As to others, LICENSEE shall not assign this Agreement, or mortgage or pledge the same, or sublet the Leased Property, or any part thereof, without the prior written consent of CITY, such consent not to be unreasonably withheld, conditioned or delayed.

12. TERMINATION. Without limiting the other provisions of this Agreement, termination of this Agreement may be exercised by LICENSEE at any time without further liability if LICENSEE cannot obtain all Governmental Approvals required from any governmental authority and/or any easements required from any third party to operate or access the communications facility, or if any such approval is canceled or expires, or lapses, or withdrawn or terminated, or if CITY fails to have proper CITYship (or clear marketable title) of the Licensed Property and/or authority to enter into and perform this Agreement, or if any other reason, LICENSEE in its sole discretion, determines that it will be unable to use the site for its intended purpose. Notice of LICENSEE's exercise of its right to terminate shall be given to CITY in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by the CITY as evidenced by the return receipt. Upon such termination, this Agreement shall become null and void and all parties shall have no further obligations, including the payment of money to each other.

13. HAZARDOUS SUBSTANCES.

A) CITY represents, warrants and agrees that neither CITY nor, to CITY's knowledge, any third party has used, generated, stored or disposed of, any Hazardous Material (as defined in Paragraph B, below) on, under, or within CITY's Property in violation of any law or regulation. CITY and LICENSEE each agree that they will not use, generate, store or dispose of any Hazardous Material (as defined in Paragraph B, below) on, under, about or within CITY's Property in violation of any applicable law or regulation.

B) CITY and LICENSEE each agree to defend and indemnify the other against any and all losses, liabilities, claims, judgments and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any warranty or agreement contained in Paragraph A, above. As used in Paragraph A, above, "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including, petroleum and asbestos).

14. INTERFERENCE. LICENSEE agrees to install and operate its communications equipment of a type and configuration frequency, and in a location which will not cause material interference with or damages to CITY's equipment or any other entity operating then-existing communications equipment on the water tower with CITY's permission on the commencement of the Agreement or any equipment that becomes attached to the Site at any future date when LICENSEE desires to add additional equipment to the Site or modify its equipment. In the event LICENSEE's Equipment or its operation or use or maintenance of said equipment causes damages or causes interference with CITY's water system, equipment, facilities, or any of CITY's property or operational capabilities of whatsoever nature, or with the pre-existing equipment or property or operational capabilities of any entity operating communications equipment on the water tower, LICENSEE shall immediately take all steps necessary to correct and shall completely remedy such damage or eliminate such interference at LICENSEE's sole cost and expense. If the damage or interference requires repairs or alterations to CITY property, CITY shall make the repairs and LICENSEE shall reimburse the CITY for the entire cost within thirty (30) days of receipt of notice of the cost. This obligation on the part of LICENSEE supersedes and modifies all rights granted to LICENSEE hereunder and shall be in force and effect even if CITY changes its system, equipment, facilities, or property at any time during the course of this agreement and the interference is a result of such change by the CITY or any cause beyond the control of the CITY. In the case of an emergency, or failure by LICENSEE to promptly eliminate the damage or interference (the CITY will, given the context of the emergency and conditions, seek to minimize any interference or damage to LICENSEE's equipment), the CITY may take any actions needed to resolve any emergency and charge said costs to LICENSEE which shall pay said costs within thirty (30) days of receipt of documentation of said costs. In the event that any addition or modification to the CITY's Equipment or operation causes interference with LICENSEE's Equipment or communications signal or system, CITY, upon notification of such interference, agrees to promptly seek a remedy for such interference at CITY's expense (subject to the condition set forth in the next sentence) until such interference is corrected to LICENSEE's sole satisfaction. In the event CITY and LICENSEE cannot resolve the interference problem, or the CITY deems the cost of a remedy to be too expensive, LICENSEE shall have the right as its sole and exclusive remedy for any interference or interruption, or the failure of the CITY to effect a remedy, to terminate this Agreement on thirty (30) days notice. The CITY agrees that it shall not modify its operations in a way which interferes with LICENSEE's operations unless, after due consideration to alternatives, the CITY determines that said alternatives are too costly or not effective in providing the service deemed necessary by the CITY. The same consideration shall apply to any modification by the CITY to eliminate interference or damage. This decision shall be in the sole discretion of the CITY; however, if the CITY fails to undertake such a consideration in good faith, LICENSEE shall have the additional remedy of seeking to enjoin the

permit any use of the CITY's Property or the Licensed Property to interfere with or impair the quality of the communications services being rendered by LICENSEE from the Licensed Property, nor shall CITY have unsupervised access to LICENSEE's Equipment

B) CITY represents and warrants that CITY has full authority to enter into and sign this Agreement.

C) This Agreement contains all agreements, promises and understandings between the CITY and LICENSEE. All exhibits are incorporated by reference.

D) The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of CITY and LICENSEE. LICENSEE may not permit any other use of the Licensed Property for any purpose except as expressed herein and may not permit any third party to use the Licensed Property.

E) In no case shall the CITY be liable for either consequential or special damages of any kind whatsoever, including but not limited to, lost revenues, lost profits, or any other damages of any kind whatsoever in any way related to damage to equipment or operations, interference with equipment or operations, down-time, or relocation of LICENSEE's equipment or operations resulting from any CITY breach or default under this Agreement. Further the CITY shall have no liability for damages or interference caused by Third Parties.

F) The drafting of this Agreement has been a joint endeavor between the parties and shall not, solely as a matter of judicial construction, be interpreted more strictly against one party than the other.

G) The prevailing party in any action or proceeding in court to enforce any term of this Agreement shall be entitled to receive its reasonable attorneys fees and other reasonable enforcement costs and expenses from the non-prevailing party.

H) The validity of any provision hereof shall in no way affect or invalidate the remainder of the Agreement.

I) All disputes arising under this Agreement shall be governed by the laws of the State of Florida in Broward County Circuit Court.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year below as written.

"CITY":

Witnesses:

Luliette Colares
Luliette Colares

CITY OF DEERFIELD BEACH

By: *[Signature]*

Larry Deetjen, City Manager

Address: 150 NE 2nd Avenue
Deerfield Beach, FL 33441

Executed on 7th day of September 2001.

Attest:

Ada Graham-Johnson
Ada Graham-Johnson, City Clerk

(SEAL)

Approved by:

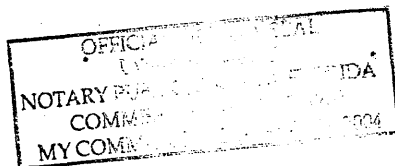
[Signature]
Andrew Maurodis, City Attorney

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 7th day of September, 2001 by **LARRY DEETJEN** as City Manager of the City of Deerfield Beach, Florida a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Lynn Barnes

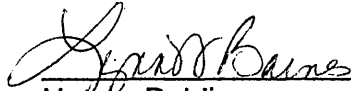
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

Lynn Barnes
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

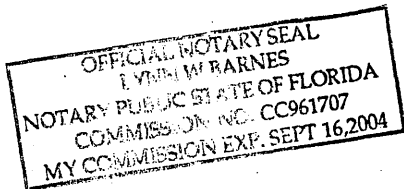
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 7th day of September 2001 by **ADA GRAHAM-JOHNSON, CITY CLERK** of the City of Deerfield Beach, a municipal corporation of Florida, who is personally known to me or has produced _____ as identification.



Notary Public

Lynn Barnes
(Name of Notary, typed, printed or stamped)



My Commission Expires

Serial Number

Signed, sealed and delivered
in the presence of:

LICENSEE Holdings, Inc
Omnipoint Communications Enterprises, Inc.

[Signature]
Witness

By: [Signature]

Print Name: SCOTT OJEDA

Print Name: Patrick Monroe

[Signature]
Witness

Title: Dir. Eng. Ops - Miami

Print Name: Stephen Edwards

Address: 8100 SW 10TH ST.
PLANTATION, FL

Executed on 7 day of SEPTEMBER, 1997. 2001

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 7th day of September 1997,
by Patrick Monroe, as Dir Eng- Ops. Miami, of Omnipoint Holdings, Inc.
Communications Enterprises, Inc., who is personally known to me or has produced
as identification and who did (did not) take an oath.



Lazara R. Davalos
MY COMMISSION # CC962149 EXPIRES
August 20, 2004
BONDED THRU TROY FARM INSURANCE, INC.

[Signature]
Notary Public

Print

Name:

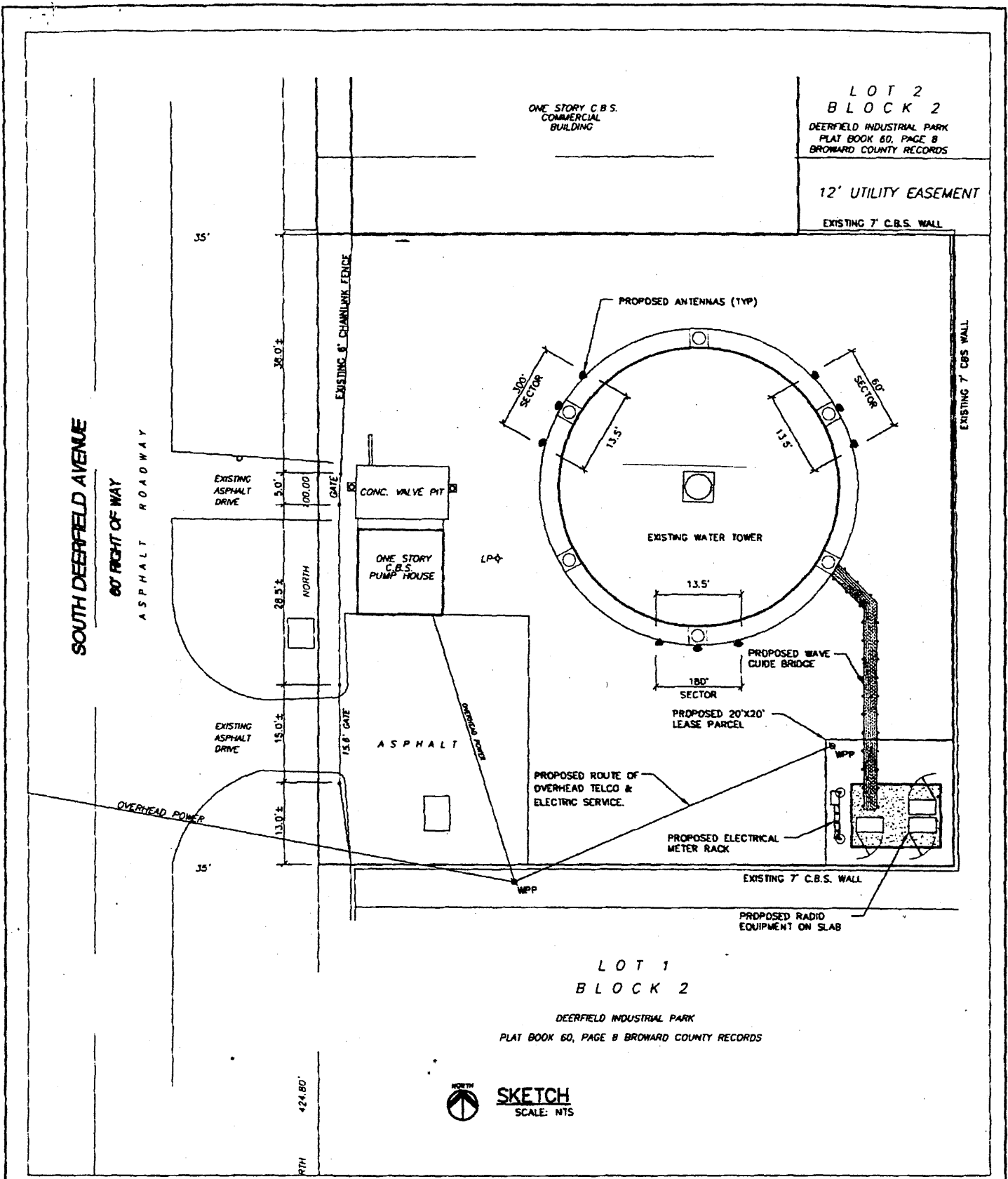
My Commission Expires:

(Seal)

PROPOSED EXHIBIT LIST

- EXHIBIT "A"** -- Sketch of City's Property (including Water Tower).
- EXHIBIT "B"** -- Sketch of Leased Property (including Equipment Cabinet Space, Water Tower Space and Access/Utility Easement).
- EXHIBIT "C"** -- Description of Antenna(s) and Equipment.
- EXHIBIT "D"** -- Memorandum of Lease.

8/22/01



PROJECT NO. 044385013	LEASE EXHIBIT DEERFIELD WATER TOWER	Drawn by: RS	Kimley-Horn and Associates, Inc. 2001 KIMLEY-HORN AND ASSOCIATES, INC. 4431 EMBARCADERO DRIVE, WEST PALM BEACH, FL 33407 (301) 945-0680 8280 BAY PLAZA BLVD., SUITE 705, TAMPA, FL 33619 (813) 870-1480 6009 POTTER PARK DRIVE, SARASOTA, FL 34238 (941) 922-8787	VOICESTREAM
DRAWING NO. EX-1		Check by: TFO		
SHT. NO. 1 of 1		Approved by: RW		
SITE # FB1141		Date: MAY 2001		

EXHIBIT A4B

RF DATA AND DESIGN SHEET

SITE ID

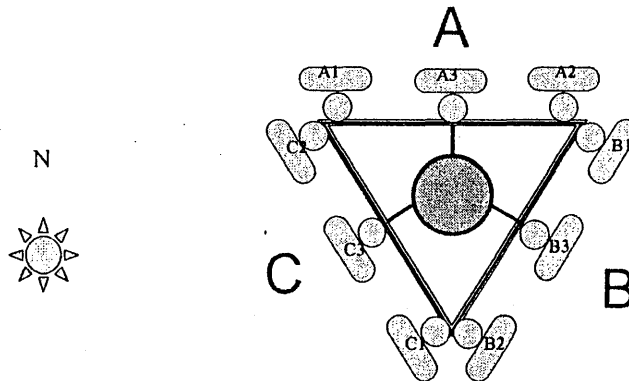
RENAME TAB/W SITE ID		SITE ID FB1141D		2C ☐ YES	
SITE NAME		Deerfield Water Tank East		LAT 26°18' 21.20	
SCIP CLASSIFICATION TYPE		SUBURBAN ▼		LONG 80°06' 13.60	
STRUCTURE TYPE		WATER TANK ▼		RF APPROVED ACL 130' ◀ ▶	
# OF BTS		1 ▼		BTS TYPE 2102 - COMPACT ▼	
DUPLEX		NO ▼		SECT A SECT B SECT C TYPE OF LNA DD - 2 PORT ▼	
TRX CONFIGURATION		2 ▼		2 ▼	
		SECT A		SECT B	
COAX LENGTH NEEDED		160' ▲ ▼		160' ▲ ▼	
		SECT A		SECT B	
HEAD FRAME ORIENTATION		SECTOR SPECIFIC			
HEAD FRAME TYPE		DESIGN-MIN. 13.5' ANTENNA SEPARATION CHOOSE 1			
		SECT A		SECT B	
SECTOR AZIMUTH		60 ° ▲ ▼		180 ° ▲ ▼	
PLATFORM OFFSET FROM 0		60 °		300 ° ▲ ▼	
NARROW BEAM ANTENNA(33)		☐ (YES(A))		☐ YES(B) ☐ YES(C)	
# OF ANTENNAS		3		3	
DOWNTILT		1		1	

ANTENNA & COAX CABLE SCHEDULE H - FB1141D

EXHIBIT C

ANTENNA & COAX CABLE SCHEDULE H - FB1141D

Antenna Number	Azimuth	DT	Antenna CL Ht Above AGL (ft)	Antenna MFR.	Antenna Catalog No.	Antenna Port ID	Antenna Jumper Color Code	LNA Type	Antenna Assignment	Coax Type	# Of Coax	Coax Label Color/Bands	Coax Length (ft)	BTS Jumper Duplex	BTS Jumper Color Code
A1	60	1	130	EMS	RR65-19-00DP	1	RRRB	DD	RXA	1 5/8	1	RRRB	160		RRRB
						2	RRGR		TX1	1 5/8	2	RRGR	160		RRGR
A3	60	1	130	EMS	RR65-19-00DP	1	RBRR		TX3	1 5/8	3	RBRR	160		RBRR
						2	RBGR		TX4	1 5/8	4	RBGR	160		RBGR
A2	60	1	130	EMS	RR65-19-00DP	1	RGRR		TX2	1 5/8	5	RGRR	160		RGRR
						2	RGGB	DD	RXB	1 5/8	6	RGGB	160		RGGB
B1	180	1	130	EMS	RR65-19-00DP	1	GRRB	DD	RXA	1 5/8	7	GRRB	160		GRRB
						2	GRGR		TX1	1 5/8	8	GRGR	160		GRGR
B3	180	1	130	EMS	RR65-19-00DP	1	GBRR		TX3	1 5/8	9	GBRR	160		GBRR
						2	GBGR		TX4	1 5/8	10	GBGR	160		GBGR
B2	180	1	130	EMS	RR65-19-00DP	1	GGRR		TX2	1 5/8	11	GGRR	160		GGRR
						2	GGGB	DD	RXB	1 5/8	12	GGGB	160		GGGB
C1	300	1	130	EMS	RR65-19-00DP	1	BRRB	DD	RXA	1 5/8	13	BRRB	160		BRRB
						2	BRGR		TX1	1 5/8	14	BRGR	160		BRGR
C3	300	1	130	EMS	RR65-19-00DP	1	BBRR		TX3	1 5/8	15	BBRR	160		BBRR
						2	BBGR		TX4	1 5/8	16	BBGR	160		BBGR
C2	300	1	130	EMS	RR65-19-00DP	1	BGRR		TX2	1 5/8	17	BGRR	160		BGRR
						2	BGGB	DD	RXB	1 5/8	18	BGGB	160		BGGB



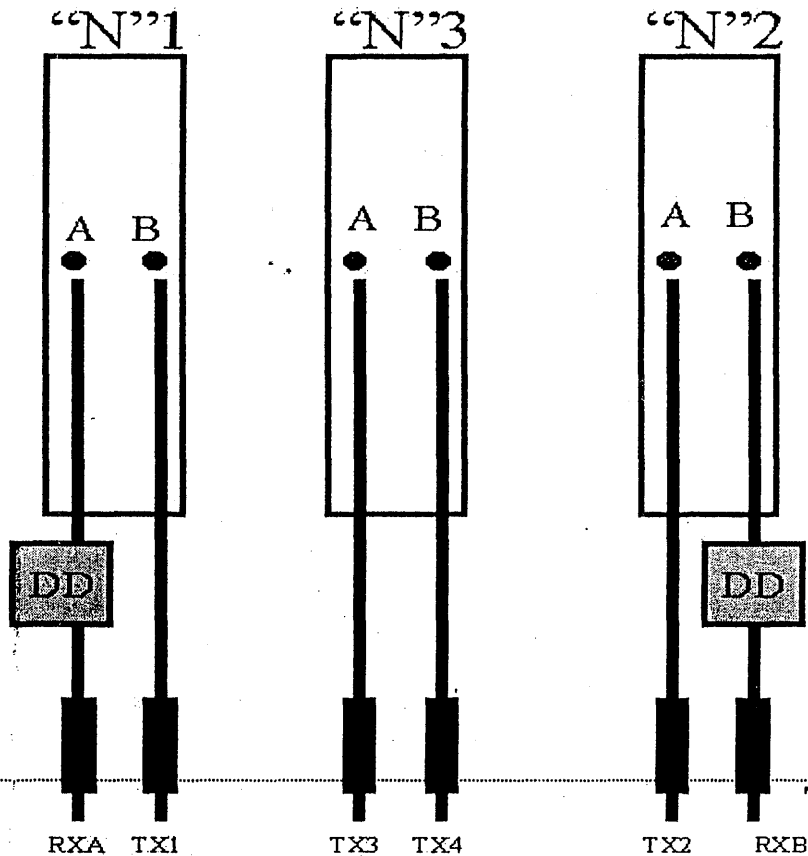
PLATFORM OFFSET

60 °

2C	NO
LAT	26°18' 21.20 N
LONG	80°06' 13.60 W

EXHIBIT C

Dual Pole Antenna Up To (4x4x4) Antenna / Coaxial Configuration Per Sector (Preferred)



Minimum:

- 3 Antenna: EMS RR65-19-00DP or
Comsat RR65-1900-DP
- 2 LNA : Band dependant "DD" 2 port
- 8 Jumpers - 6ft factory manufactured
1/2" SF MM 7/16DINN
- 6 Jumpers - 10ft factory manufactured
1/2" SF MM 7/16DINN
- 6 Coax

Site Totals:

- Antenna: 9
- LNA: 6
- Jumpers: 24 6ft / 18 10ft
- Coax: 18



EXHIBIT C



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-829

Agenda Date: 8/3/2021

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 settlement of all claims against the City in the litigation styled *Thomas D. Lacy and Alice Lacy vs. City of Deerfield Beach*; authorizing execution of documents necessary to effectuate the settlement; providing for an effective date. (Funds in the amount of \$45,000 from Account #606-0900-519-37-70 - General Liability Legal)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$45,000

Account Name: General Liability Legal

Account Number: 606-0900-519-37-70

Background/History

Thomas and Alice Lacy (the "Lacys") filed a lawsuit against the City of Deerfield Beach styled *Thomas D. Lacy and Alice Lacy vs. City of Deerfield Beach*, Case No. CACE-19-002521, in the Seventeenth Circuit Court in and for Broward County, Florida (the "Lawsuit"). The Lawsuit alleges that Thomas Lacy tripped on a parking stop in the Cove parking lot and fell causing Mr. Lacy to shatter his kneecap, which required surgery days after the incident.

Current Activity

The Lacys are willing to settle all of their claims against the City, including all costs and attorney's fees incurred in this matter, for the total sum of \$45,000.00. The proposed settlement, if approved, would dispose of all claims against the City and its employees that were or could have been asserted by the Lacys against the City or its employees.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SETTLEMENT OF ALL CLAIMS AGAINST THE CITY IN THE LITIGATION STYLED *THOMAS D. LACY AND ALICE LACY VS. CITY OF DEERFIELD BEACH*; AUTHORIZING EXECUTION OF DOCUMENTS NECESSARY TO EFFECTUATE THE SETTLEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Thomas and Alice Lacy (the “Lacys”) filed a lawsuit against the City of Deerfield Beach styled *Thomas D. Lacy and Alice Lacy vs. City of Deerfield Beach*, Case No. CACE-19-002521, in the Seventeenth Circuit Court in and for Broward County, Florida (the “Lawsuit”); and

WHEREAS, the Lawsuit alleges that Thomas Lacy tripped on a parking stop in the Cove parking lot and fell causing Mr. Lacy to shatter his kneecap, which required surgery days after the incident; and

WHEREAS, the Lacys are willing to settle all of their claims against the City, including all costs and attorney’s fees incurred in this matter, for the total sum of \$45,000.00; and

WHEREAS, although the City asserts that it was not responsible for the Lacys’s alleged damages, the City Commission desires to approve the settlement of the Lawsuit in the total amount of \$45,000.00, including attorney’s fees and costs, thereby disposing of all claims that were or could have been asserted against the City and its employees by the Lacys.

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 settlement of the Lawsuit for the total amount of \$45,000.00, including attorney’s fees and costs, thereby disposing of all claims against the City and its employees that were or could have been asserted by the Lacys against the City or its employees.

Section 3. That the appropriate City officials are authorized to execute all documents deemed necessary by the City Attorney to implement the intent of this Resolution and to provide for payment as indicated.

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

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

Face Sheet File Number: I.D. 2021-828

Agenda Date: 8/3/2021

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Piggyback Agreement with Advanced Roofing, Inc. for roof repairs at the Middle School Athletic Complex in an amount not to exceed \$194,609, utilizing the City of Sunrise Contract #2019000166; providing for execution and an effective date. (Funds from Account #001-7025-572-60-21 - Improvements Other than Building)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$194,609.00

Account Name: Improvements other than Building

Account Number: 001-7025-572-60-21

Background/History

A roof assessment report for Middle School Athletic Complex roofs concluded that all roofs and gutters require replacement.

The Ticket Office Building has a galvanized corrugated steel standing seam metal roof installation in poor condition. Review of the property records indicate that the current roof was installed in 2003 and needs to be replaced. Additionally, gutters and several areas on the roof are deteriorating.

On the Baseball Concession Stand Building, the ridge cap is missing in several locations, which could contribute to leak issues. The gutter system is also deteriorated, causing gutters to leak and preventing proper drainage. This building also has a galvanized corrugated steel standing seam metal roof installation in poor condition. Review of property records indicate that the current roof was installed in 2003 and needs to be replaced. Several areas on this roof are deteriorating.

The Press Box (Football concession stand) Building gutters are deteriorated, causing leaks and preventing proper drainage. Roof panels are deteriorating leaving holes through panels. The ridge cap is also missing at one location. Additionally, several cracks are located throughout the concrete deck, allowing water to seep into the concrete, which could cause steel to deteriorate and possibly contribute to leaks. This building also has a galvanized corrugated steel standing seam metal roof installation in poor condition. Review of property records indicate that the current roof was installed in 2003 and needs to be replaced. We also recommend getting a waterproofing contractor for the lower concrete deck due to several cracks found during inspection. Several areas on this roof are deteriorating.

Replacement of the three roofs is recommended.

Current Activity

The City Code exempts from competitive solicitation requirements procurements utilizing contracts awarded by other governmental agencies. The Environmental Services Department requested a proposal from Advanced Roofing, Inc. for the roof and gutter replacements outlined above. Advanced Roofing submitted a proposal totaling \$194,609.00 based on the unit pricing in City of Sunrise Contract #2019000166.

Funding will be through transfers from other projects, reprioritized for this need.

The Purchasing and Contract Administration Division previously reviewed the City of Sunrise contract. Staff reviewed the proposal and is recommending approval of a piggyback agreement with Advanced Roofing, Inc.

Recommendation

It is recommended that the City Commission approve the resolution approving a piggyback agreement with Advanced Roofing Inc. for the roof repairs and authorize execution of the agreement.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH ADVANCED ROOFING, INC. FOR ROOF REPAIRS AT THE MIDDLE SCHOOL ATHLETIC COMPLEX IN AN AMOUNT NOT TO EXCEED \$194,609, UTILIZING THE CITY OF SUNRISE CONTRACT #2019000166; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, a roof assessment report for the Middle School Athletic Complex roofs concluded that the roofs on the Ticket Office Building, Baseball Concession Building, and the Press Box (the “Roofs”) have deteriorating gutters and roof panels and require replacement; and

WHEREAS, the City Code exempts from competitive solicitation requirements procurements utilizing contracts awarded by other governmental agencies; and

WHEREAS, the City is seeking to contract with Advanced Roofing, Inc. (“Advanced Roofing”) for the required roof and gutter replacements on the Roofs (collectively, the “Services”) by utilizing City of Sunrise Contract #2019000166 (the “Sunrise Contract”) and the unit pricing provided therein; and

WHEREAS, Advanced Roofing has provided the City with a proposal to provide the Services, in an amount not to exceed \$194,609.00; and

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

WHEREAS, staff recommends that the City Commission approve a piggyback agreement with Advanced Roofing for the Services utilizing the Sunrise Contract in an amount not to exceed \$194,609.00 (the “Piggyback Agreement”).

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

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

Section 2. The City Commission hereby approves the Piggyback Agreement with Advanced Roofing for the Services in an amount not to exceed \$194,609.00.

Section 3. The City Manager is authorized to execute the Piggyback Agreement with Advanced Roofing, consistent with the terms of the Sunrise Contract, together with such additional terms and conditions that are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



CC-C024413

ESTABLISHED 1983

June 29, 2021

Hamid Nikvan
City of Deerfield Beach
401 SW 4th St.
Deerfield Beach, FL 33441

Re: Deerfield Beach – Concession Stand Building Metal Roof Replacement

We are pleased to submit the following proposal for your consideration on the above referenced premises as follows. We agree to provide all labor, materials, tools, equipment and proper insurance with excess liability up to twelve (12) million dollars. Our scope of work includes a Petersen Aluminum Snap Clad Metal Roof System. Pricing is as follows:

WORK SCOPE

Per City of Sunrise Contract #2019000166

Term Contract Breakdown		
Item #31.A.a	Furnish all materials, labor and equipment for the replacement of deteriorated wood substrates. (5/8" CDX Plywood) 128 SF x \$4.50	\$576.00
Item #32.B.b	Furnish all materials, labor and equipment to install the underlayment materials. (30 Lbs. Felts saturated, organic) 3,568 SF x \$2.50	\$8,920.00
Item 11.D.b	Furnish all materials, labor and equipment to install continuous 4-inches metal drip edge. (Aluminum) 408 LF x \$16.00	\$6,528.00
Item #32.E.b	Furnish all materials, labor and equipment to install the underlayment materials. (Self-Adhering sheet underlayment, high temperature sheet, 40 Mils, with slip resisting polyethylene top surface laminated to SBS modified asphalt adhesive) 3,568 SF x \$4.50	\$16,056.00
Item #40.A.b	Furnish all materials, labor, and equipment to install aluminum sheet, coil coated alloy, .040 inch with siliconized polyester coating. (Standing Seam) 3,568 SF x \$16.00	\$57,088.00
Item #33.A.b	Furnish all materials, labor and equipment to install pressure treated blocking (2x4) 50 LF x \$4.00	\$200.00
Item #44	Supplies not listed or included elsewhere. Material price increases.	\$6,822.00
Total Price: \$96,190.00		

Metal Roof Scope of Work

1. Tear-off and legally dispose of existing metal roof system down to existing plywood deck.
2. Re-nail existing plywood deck per code.
3. Fasten 30# Felt Underlayment.
4. Install self-adhered High Temp Underlayment.
5. Install fire barrier per code.
6. Install 040 Kynar Aluminum 18" wide Snap Clad Metal Roof System in Petersen Aluminum's standard color.
7. Shop fabricate and install 040 Kynar Aluminum flashings and trims per manufacturer's specifications.

www.advancedroofing.com

800 638.6869 TEL 954.522.6868 FAX 954.566.2967
1950 NW 22nd Street | Fort Lauderdale | Florida 33311



CC-C024413

ESTABLISHED 1983

Alternate Add: Gutters and Downspouts

Item #35.B.b	Furnish all materials, labor and equipment to install metal gutter. (6-inch x 6-inch Aluminum Gutter) 294 LF x \$22.00	\$6,468.00
Item #42.B.b	Furnish all materials, labor and equipment to install 4" diameter leader. (Aluminum) 480 LF x \$8.00	\$3,840.00
Item #44	Supplies not listed or included elsewhere. Material price increases.	\$1,070.00
Add to Base Bid: \$11,378.00		

Proposal is valid for seven (7) calendar days from the date of this proposal.

Thank you for the opportunity to bid on this work. Should you have any questions or require any additional information, please do not hesitate to call.

Sincerely,
Steve Schoen
Steve Schoen
Director of Government Services

www.advancedroofing.com

800 638.6869 TEL 954.522.6868 FAX 954.566.2967
1950 NW 22nd Street | Fort Lauderdale | Florida 33311



CC-C024413

ESTABLISHED 1983

June 29, 2021

Hamid Nikvan
City of Deerfield Beach
401 SW 4th St.
Deerfield Beach, FL 33441

Re: Deerfield Beach – Press Box Building Metal Roof Replacement

We are pleased to submit the following proposal for your consideration on the above referenced premises as follows. We agree to provide all labor, materials, tools, equipment and proper insurance with excess liability up to twelve (12) million dollars. Our scope of work includes a Petersen Aluminum Snap Clad Metal Roof System. Pricing is as follows:

WORK SCOPE

Per City of Sunrise Contract #2019000166

Term Contract Breakdown		
Item #30.C.b	Furnish all materials, labor and equipment for existing roof tear-off, down to substrate. This item also includes disposal costs. (Standing Seam Metal Roof) 1,470 SF x \$13.00	\$19,110.00
Item #31.A.a	Furnish all materials, labor and equipment for the replacement of deteriorated wood substrates. (5/8" CDX Plywood) 96 SF x \$4.50	\$432.00
Item #40.A.b	Furnish all materials, labor, and equipment to install aluminum sheet, coil coated alloy, .040 inch with siliconized polyester coating. (Standing Seam) 1,470 SF x \$16.00	\$23,520.00
Item #33.A.b	Furnish all materials, labor and equipment to install pressure treated blocking (2x4) 30 LF x \$4.00	\$120.00
Item #44	Supplies not listed or included elsewhere. Material price increases.	\$3,213.00
Total Price: \$46,395.00		

Metal Roof Scope of Work

1. Tear-off and legally dispose of existing metal roof system down to existing plywood deck.
2. Re-nail existing plywood deck per code.
3. Fasten 30# Felt Underlayment.
4. Install self-adhered High Temp Underlayment.
5. Install fire barrier per code.
6. Install 040 Kynar Aluminum 18" wide Snap Clad Metal Roof System in Petersen Aluminum's standard color.
7. Shop fabricate and install 040 Kynar Aluminum flashings and trims per manufacturer's specifications.

www.advancedroofing.com

800 638.6869 TEL 954.522.6868 FAX 954.566.2967
1950 NW 22nd Street | Fort Lauderdale | Florida 33311



CC-C024413

ESTABLISHED 1983

Alternate Add: Gutters and Downspouts

Item #35.B.b	Furnish all materials, labor and equipment to install metal gutter. (6-inch x 6-inch Aluminum Gutter) 158 LF x \$22.00	\$3,476.00
Item #42.B.b	Furnish all materials, labor and equipment to install 4" diameter leader. (Aluminum) 90 LF x \$8.00	\$720.00
Item #44	Supplies not listed or included elsewhere. Material price increases.	\$330.00
Add to Base Bid: \$4,526.00		

Proposal is valid for seven (7) calendar days from the date of this proposal.

Thank you for the opportunity to bid on this work. Should you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

Steve Schoen

Steve Schoen

Director of Government Services

www.advancedroofing.com

800 638.6869 TEL 954.522.6868 FAX 954.566.2967
1950 NW 22nd Street | Fort Lauderdale | Florida 33311



CC-C024413

ESTABLISHED 1983

June 29, 2021

Hamid Nikvan
City of Deerfield Beach
401 SW 4th St.
Deerfield Beach, FL 33441

Re: Deerfield Beach – Ticket Office Building Metal Roof Replacement

We are pleased to submit the following proposal for your consideration on the above referenced premises as follows. We agree to provide all labor, materials, tools, equipment and proper insurance with excess liability up to twelve (12) million dollars. Our scope of work includes a Petersen Aluminum Snap Clad Metal Roof System. Pricing is as follows:

WORK SCOPE

Per City of Sunrise Contract #2019000166

Term Contract Breakdown		
Item #30.C.b	Furnish all materials, labor and equipment for existing roof tear-off, down to substrate. This item also includes disposal costs. (Standing Seam Metal Roof) 942 SF x \$13.00	\$12,246.00
Item #31.A.a	Furnish all materials, labor and equipment for the replacement of deteriorated wood substrates. (5/8" CDX Plywood) 64 SF x \$4.50	\$288.00
Item #32.B.b	Furnish all materials, labor and equipment to install the underlayment materials. (30 Lbs. Felts saturated, organic) 942 SF x \$2.50	\$2,355.00
Item #40.A.b	Furnish all materials, labor, and equipment to install aluminum sheet, coil coated alloy, .040 inch with siliconized polyester coating. (Standing Seam) 942 SF x \$16.00	\$15,072.00
Item #33.A.b	Furnish all materials, labor and equipment to install pressure treated blocking (2x4) 20 LF x \$4.00	\$80.00
Item #44	Supplies not listed or included elsewhere. Material price increases.	\$2,950.00
Total Price: \$32,991.00		

Metal Roof Scope of Work

1. Tear-off and legally dispose of existing metal roof system down to existing plywood deck.
2. Re-nail existing plywood deck per code.
3. Fasten 30# Felt Underlayment.
4. Install self-adhered High Temp Underlayment.
5. Install fire barrier per code.
6. Install 040 Kynar Aluminum 18" wide Snap Clad Metal Roof System in Petersen Aluminum's standard color.
7. Shop fabricate and install 040 Kynar Aluminum flashings and trims per manufacturer's specifications.

www.advancedroofing.com

800 638.6869 TEL 954.522.6868 FAX 954.566.2967
1950 NW 22nd Street | Fort Lauderdale | Florida 33311



CC-C024413

ESTABLISHED 1983

Alternate Add: Gutters and Downspouts

Item #35.B.b	Furnish all materials, labor and equipment to install metal gutter. (6-inch x 6-inch Aluminum Gutter) 98 LF x \$22.00	\$2,156.00
Item #42.B.b	Furnish all materials, labor and equipment to install 4" diameter leader. (Aluminum) 90 LF x \$8.00	\$720.00
Item #44	Supplies not listed or included elsewhere. Material price increases.	\$253.00
Add to Base Bid: \$3,129.00		

Proposal is valid for seven (7) calendar days from the date of this proposal.

Thank you for the opportunity to bid on this work. Should you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

Steve Schoen

Steve Schoen

Director of Government Services

www.advancedroofing.com

800 638.6869 TEL 954.522.6868 FAX 954.566.2967
1950 NW 22nd Street | Fort Lauderdale | Florida 33311



Management Report



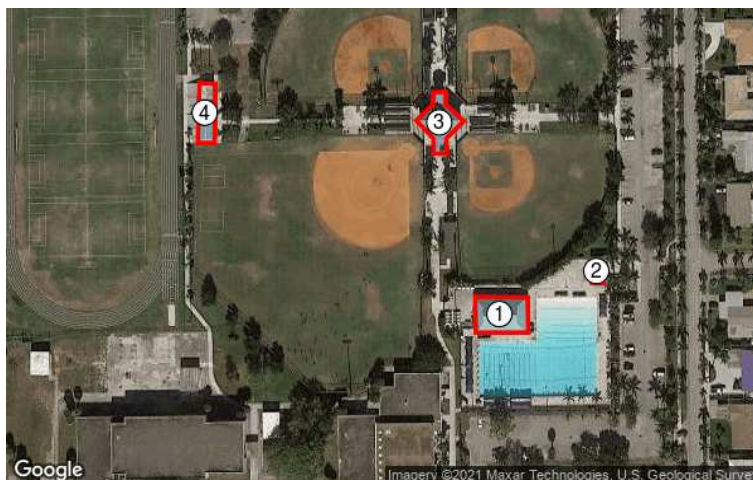
City of Deerfield Beach
City of Deerfield Beach - Middle School Athletic Complex
501 Southeast 6th Avenue, Deerfield Beach, FL





**City of Deerfield Beach - Middle School
Athletic Complex**
501 Southeast 6th Avenue
Deerfield Beach, FL 33441

Site Overview



Total Sections: 4

Total Sq Ft: 8,581

Map	Name	Sq Ft	Est Install	Grade
1	Aquatic Building	3,581	2003	F
2	Ticket Stand	469	2003	F
3	Baseball concession stand	2,651	2003	F
4	Football concession stand	1,880	2003	F



**City of Deerfield Beach - Middle School
Athletic Complex
501 Southeast 6th Avenue
Deerfield Beach, FL 33441**

Observations

Section: Aquatic Building
Size: 3581
Overall Grade: F

Inspection Date: 03/23/2021
Inspector: Joseph Cleland



Building identifier



Building overview



Building overview



Building overview



**City of Deerfield Beach - Middle School
Athletic Complex
501 Southeast 6th Avenue
Deerfield Beach, FL 33441**



Deficiencies

Section: Aquatic Building
Size: 3581
Overall Grade: F

Inspection Date: 03/23/2021
Inspector: Joseph Cleland



General - Missing ridge cap metal (Emergency)

Quantity: 10 LF

Deficiency:

Missing ridge cap metal at Ridge location. This is believed to be allowing water to enter the building contributing to roof leaks.

Corrective Action:

Install Self-adhering membrane for temporary repair till replacement can be budgeted for.

TERM CONTRACT BREAKDOWN

ITEM 26: The following time costs are for emergency work only as authorized by the City of Deerfield:

B) Journeyman (Labor price should be included in your bid for items indicated)

Regular Rate: Approximately: 4 Hours @\$75.00 per hour = \$300.00

C) Roofer's Helper (Labor price should be included in your bid for items indicated)

Regular Rate: Approximately: 4 Hours @\$ 55.00 per hour = \$220.00

Estimated Repair Cost:

\$520.00



General - Panels are deteriorating (Emergency)

Quantity: 10 EA

Deficiency:

Panels are deteriorating at roofs edge which is causing leaks and damaging wood. Replacement is recommended due to the panel is deteriorating.

Corrective Action:

A price for replacement will be provided at a later date.



**City of Deerfield Beach - Middle School
Athletic Complex
501 Southeast 6th Avenue
Deerfield Beach, FL 33441**



Summary

Section: Aquatic Building
Size: 3581
Overall Grade: F
Inspection Date: 03/23/2021
Inspector: Joseph Cleland

Condition Summary

Membrane:
Flashings: D
Sheet Metal: F

Overall: F

Estimated Replacement: 2022

Overall Grade

A = 10 Years or more of service life remaining
 B = 8-10 Years of service life remaining
 C = 5-7 Years of service life remaining
 D = 2-4 Years of service life remaining
 F = Less than 1 Year of service life remaining

Recommendations

This building has a galvanized corrugated steel standing seam metal roof installation in poor condition. Review of property records indicate that the current roof was installed in 2003 and needs to be replaced.

Several areas on this roof where the panels are deteriorating which is the reason we recommend replacement. Also one area found where ridge cap has blown off from previous storm which is believed to be allowing water to enter the building that we recommend temporary repairs for till replacement can be budgeted for.

Estimated Repair Costs: \$520.00



**City of Deerfield Beach - Middle School
Athletic Complex
501 Southeast 6th Avenue
Deerfield Beach, FL 33441**



Summary

Section: Aquatic Building
Size: 3581
Overall Grade: F
Inspection Date: 03/23/2021
Inspector: Joseph Cleland

1 - Aquatic Building (3,581 Sq Ft) Grade F

Deficiency	Qty	Emergency	Remedial	Replacement	Coating
Missing ridge cap metal	10 LF	\$520.00			
Panels are deteriorating	10 EA	\$0.00			
Total		\$520.00	\$0.00	\$0.00	\$0.00



**City of Deerfield Beach - Middle School
Athletic Complex**
501 Southeast 6th Avenue
Deerfield Beach, FL 33441

Observations

Section: Ticket Stand
Size: 469
Overall Grade: F

Inspection Date: 03/23/2021
Inspector: Joseph Cleland



Building identifier



Building overview



Building overview



Building overview



**City of Deerfield Beach - Middle School
Athletic Complex
501 Southeast 6th Avenue
Deerfield Beach, FL 33441**



Deficiencies

Section: Ticket Stand
Size: 469
Overall Grade: F

Inspection Date: 03/23/2021
Inspector: Joseph Cleland



**General - Gutters and roof panels are deteriorated
(Emergency)**

Quantity: 10 Sq Ft

Deficiency:

Gutters and roof panels are deteriorated. Replacement is recommended.

Corrective Action:

A price for replacement will be provided at a later date.



**City of Deerfield Beach - Middle School
Athletic Complex
501 Southeast 6th Avenue
Deerfield Beach, FL 33441**



Summary

Section: Ticket Stand
Size: 469
Overall Grade: F
Inspection Date: 03/23/2021
Inspector: Joseph Cleland

Condition Summary

Membrane:
Flashings: D
Sheet Metal: F

Overall: F

Estimated Replacement: 2022

Overall Grade

A = 10 Years or more of service life remaining
 B = 8-10 Years of service life remaining
 C = 5-7 Years of service life remaining
 D = 2-4 Years of service life remaining
 F = Less than 1 Year of service life remaining

Recommendations

This building has a galvanized corrugated steel standing seam metal roof installation in poor condition. Review of property records indicate that the current roof was installed in 2003 and needs to be replaced.

Several areas on this roof where the panels are deteriorating which is the reason we recommend replacement. The estimated replacement date was based on the condition of the roof panels.



**City of Deerfield Beach - Middle School
Athletic Complex
501 Southeast 6th Avenue
Deerfield Beach, FL 33441**



Summary

Section: Ticket Stand
Size: 469
Overall Grade: F
Inspection Date: 03/23/2021
Inspector: Joseph Cleland

2 - Ticket Stand (469 Sq Ft) Grade F

Deficiency

Gutters and roof panels are de...

Total

Qty	Emergency	Remedial	Replacement	Coating
10 Sq Ft	\$0.00			
	\$0.00	\$0.00	\$0.00	\$0.00

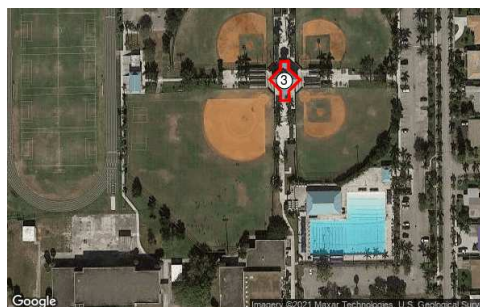


**City of Deerfield Beach - Middle School
Athletic Complex
501 Southeast 6th Avenue
Deerfield Beach, FL 33441**

Observations

Section: Baseball concession stand
Size: 2651
Overall Grade: F

Inspection Date: 03/31/2021
Inspector: Joseph Cleland



Building identifier



Building overview



Building overview



Building overview

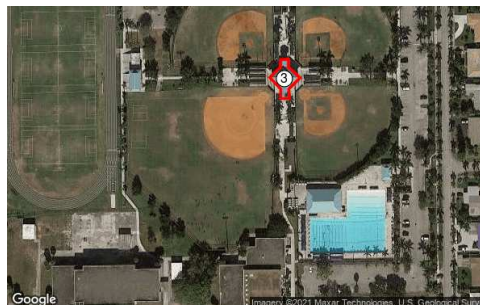


**City of Deerfield Beach - Middle School
Athletic Complex
501 Southeast 6th Avenue
Deerfield Beach, FL 33441**

Observations (continued)

Section: Baseball concession stand
Size: 2651
Overall Grade: F

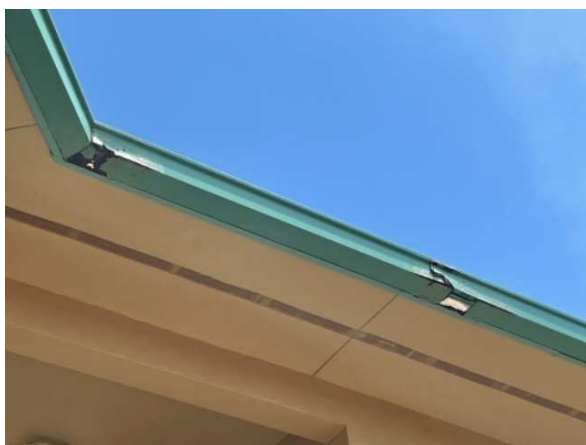
Inspection Date: 03/31/2021
Inspector: Joseph Cleland



Typical ridge cap for standing seam metal roof.



Typical plumbing stack with flashing detail.



Typical gutter system for standing seam metal roofs.



Overview of Cupola.



**City of Deerfield Beach - Middle School
Athletic Complex
501 Southeast 6th Avenue
Deerfield Beach, FL 33441**



Deficiencies

Section: Baseball concession stand
Size: 2651
Overall Grade: F

Inspection Date: 03/31/2021
Inspector: Joseph Cleland



General - Roof panels are deteriorating (Emergency)

Quantity: 1 EA

Deficiency:

Roof panels are deteriorating at roofs edge leaving holes through metal panels. Replacement is recommended due to the condition of the existing roof panels.

Corrective Action:

The cost for replacement will be provided at a later date.



General - Ridge cap is missing (Emergency)

Quantity: 1 EA

Deficiency:

Ridge cap is missing in several locations. This could contribute to leak issues.

Corrective Action:

The cost for replacement will be provided at a later date.



**City of Deerfield Beach - Middle School
Athletic Complex
501 Southeast 6th Avenue
Deerfield Beach, FL 33441**

Deficiencies (continued)

Section: Baseball concession stand
Size: 2651
Overall Grade: F

Inspection Date: 03/31/2021
Inspector: Joseph Cleland



General - Gutter system is deteriorated (Remedial)

Quantity: 1 EA

Deficiency:

Gutter system is deteriorated. This is causing gutters to leak and not allowing proper drainage.

Corrective Action:

The cost for replacement will be provided at a later date.



**City of Deerfield Beach - Middle School
Athletic Complex
501 Southeast 6th Avenue
Deerfield Beach, FL 33441**



Summary

Section: Baseball concession stand
Size: 2651
Overall Grade: F

Inspection Date: 03/31/2021
Inspector: Joseph Cleland

Condition Summary

Membrane:
Flashings: D
Sheet Metal: F

Overall: F

Estimated Replacement: 2022

Overall Grade

A = 10 Years or more of service life remaining
B = 8-10 Years of service life remaining
C = 5-7 Years of service life remaining
D = 2-4 Years of service life remaining
F = Less than 1 Year of service life remaining

Recommendations

This building has a galvanized corrugated steel standing seam metal roof installation in poor condition. Review of property records indicate that the current roof was installed in 2003 and needs to be replaced.

Several areas on this roof where the panels are deteriorating which is the reason we recommend replacement. Also one area found where ridge cap has blown off from previous storm which is believed to be allowing water to enter the building that we recommend temporary repairs for till replacement can be budgeted for.



**City of Deerfield Beach - Middle School
Athletic Complex
501 Southeast 6th Avenue
Deerfield Beach, FL 33441**

Summary

Section: Baseball concession stand
Size: 2651
Overall Grade: F

Inspection Date: 03/31/2021
Inspector: Joseph Cleland



3 - Baseball concession stand (2,651 Sq Ft) Grade F

Deficiency	Qty	Emergency	Remedial	Replacement	Coating
Roof panels are deteriorating	1 EA	\$0.00			
Ridge cap is missing	1 EA	\$0.00			
Gutter system is deteriorated	1 EA		\$0.00		
Total		\$0.00	\$0.00	\$0.00	\$0.00



**City of Deerfield Beach - Middle School
Athletic Complex
501 Southeast 6th Avenue
Deerfield Beach, FL 33441**

Observations

Section: Football concession stand
Size: 1880
Overall Grade: F

Inspection Date: 03/31/2021
Inspector: Joseph Cleland



Building identifier



Building overview



Building overview



Building overview



**City of Deerfield Beach - Middle School
Athletic Complex
501 Southeast 6th Avenue
Deerfield Beach, FL 33441**

Observations (continued)

Section: Football concession stand
Size: 1880
Overall Grade: F

Inspection Date: 03/31/2021
Inspector: Joseph Cleland



Typical ridge cap and vent pipe flashing for standing seam metal roof systems.



Typical gutter for standing seam metal roofs.



Overview of lower concrete section.



City of Deerfield Beach - Middle School Athletic Complex
501 Southeast 6th Avenue
Deerfield Beach, FL 33441



Deficiencies

Section: Football concession stand
Size: 1880
Overall Grade: F

Inspection Date: 03/31/2021
Inspector: Joseph Cleland



General - Gutters are deteriorated (Remedial)

Quantity: 1 EA

Deficiency:

Gutters are deteriorated. That is our leaking and not allowing proper drainage.

Corrective Action:

Cost for replacement will be provided at a later date.



General - Roof panels are deteriorating (Remedial)

Quantity: 1 EA

Deficiency:

Roof panels are deteriorating leaving holes through panels. Ridge cap is also missing at one location. Replacement is recommended for this roof system.

Corrective Action:

The cost for replacement will be provided at a later date.



**City of Deerfield Beach - Middle School
Athletic Complex
501 Southeast 6th Avenue
Deerfield Beach, FL 33441**

Deficiencies (continued)

Section: Football concession stand
Size: 1880
Overall Grade: F

Inspection Date: 03/31/2021
Inspector: Joseph Cleland



General - Several cracks throughout concrete deck (Remedial)

Quantity: 1 EA

Deficiency:

Several cracks located throughout concrete deck. This is allowing water to seep into concrete which could cause steel to deteriorate and possibly contributing to leaks.

Corrective Action:

Contact your waterproof and contractor for corrective actions.



**City of Deerfield Beach - Middle School
Athletic Complex
501 Southeast 6th Avenue
Deerfield Beach, FL 33441**

Summary

Section: Football concession stand
Size: 1880
Overall Grade: F

Inspection Date: 03/31/2021
Inspector: Joseph Cleland



Condition Summary

Flashings: D
 Sheet Metal: F

Overall: F

Overall Grade

A = 10 Years or more of service life remaining
 B = 8-10 Years of service life remaining
 C = 5-7 Years of service life remaining
 D = 2-4 Years of service life remaining
 F = Less than 1 Year of service life remaining

Estimated Replacement: 2022

Recommendations

This building has a galvanized corrugated steel standing seam metal roof installation in poor condition. Review of property records indicate that the current roof was installed in 2003 and needs to be replaced. We also recommend getting a waterproofing contractor for the lower concrete deck due to several crack found during inspection.

Several areas on this roof where the panels are deteriorating which is the reason we recommend replacement. Also one area found where ridge cap has blown off from previous storm which is believed to be allowing water to enter the building that we recommend temporary repairs for till replacement can be budgeted for.



**City of Deerfield Beach - Middle School
Athletic Complex
501 Southeast 6th Avenue
Deerfield Beach, FL 33441**

Summary

Section: Football concession stand
Size: 1880
Overall Grade: F
Inspection Date: 03/31/2021
Inspector: Joseph Cleland



4 - Football concession stand (1,880 Sq Ft) Grade F

Deficiency	Qty	Emergency	Remedial	Replacement	Coating
Gutters are deteriorated	1 EA		\$0.00		
Roof panels are deteriorating	1 EA		\$0.00		
Several cracks throughout conc...	1 EA		\$0.00		
Total		\$0.00	\$0.00	\$0.00	\$0.00



**City of Deerfield Beach - Middle School
Athletic Complex
501 Southeast 6th Avenue
Deerfield Beach, FL 33441**

Budget Matrix

City of Deerfield Beach - Middle School Athletic Complex
Deerfield Beach, FL
8581Sq Ft

Overall Grade

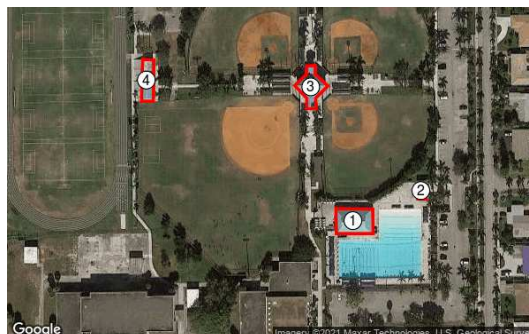
A = 10 Years or more of service life remaining

B = 8-10 Years of service life remaining

C = 5-7 Years of service life remaining

D = 2-4 Years of service life remaining

F = Less than 1 Year of service life remaining



1 - Aquatic Building (3,581 Sq Ft) Grade F

Projected Replacement: 2022

Deficiency	Qty	Emergency	Remedial	Replacement	Coating
Missing ridge cap metal	10 LF	\$520.00			
Panels are deteriorating	10 EA	\$0.00			
Total		\$520.00	\$0.00	\$0.00	\$0.00

2 - Ticket Stand (469 Sq Ft) Grade F

Projected Replacement: 2022

Deficiency	Qty	Emergency	Remedial	Replacement	Coating
Gutters and roof panels are de...	10 Sq Ft	\$0.00			
Total		\$0.00	\$0.00	\$0.00	\$0.00

3 - Baseball concession stand (2,651 Sq Ft) Grade F

Projected Replacement: 2022

Deficiency	Qty	Emergency	Remedial	Replacement	Coating
Roof panels are deteriorating	1 EA	\$0.00			
Ridge cap is missing	1 EA	\$0.00			
Gutter system is deteriorated	1 EA		\$0.00		
Total		\$0.00	\$0.00	\$0.00	\$0.00

4 - Football concession stand (1,880 Sq Ft) Grade F

Projected Replacement: 2022

Deficiency	Qty	Emergency	Remedial	Replacement	Coating
Gutters are deteriorated	1 EA		\$0.00		
Roof panels are deteriorating	1 EA		\$0.00		
Several cracks throughout conc...	1 EA		\$0.00		
Total		\$0.00	\$0.00	\$0.00	\$0.00

	Emergency	Remedial	Replacement	Coating
Budget Totals	\$520.00	\$0.00	\$0.00	\$0.00

Advanced Roofing Inc - FTL

1950 NW 22nd St Fort Lauderdale, FL 33311-2939



City of Deerfield Beach
150 Northeast 2nd Avenue
Deerfield Beach, FL 33441



PROPERTY:

City of Deerfield Beach - Middle School
Athletic Complex
501 Southeast 6th Avenue
Deerfield Beach, FL



Deficiency	Qty	Emergency	Remedial
Missing ridge cap metal	10 LF	\$520.00	\$0.0
Panels are deteriorating	10 EA	\$0.00	\$0.0
Total		\$520.00	\$0.00

Deficiency	Qty	Emergency	Remedial
Gutters and roof panels are deteriorated	10 Sq Ft	\$0.00	\$0.0
Total		\$0.00	\$0.00

Deficiency	Qty	Emergency	Remedial
Roof panels are deteriorating	1 EA	\$0.00	\$0.0
Ridge cap is missing	1 EA	\$0.00	\$0.0
Gutter system is deteriorated	1 EA	\$0.0	\$0.00
Total		\$0.00	\$0.00

Deficiency	Qty	Emergency	Remedial
Gutters are deteriorated	1 EA	\$0.0	\$0.00
Roof panels are deteriorating	1 EA	\$0.0	\$0.00
Several cracks throughout concrete deck	1 EA	\$0.0	\$0.00
Total		\$0.00	\$0.00

☐ Emergency	\$520.00
☐ Remedial	\$0.00

1 - Payment terms: Due upon receipt

Signature: _____	Date: _____	\$ _____
Printed Name: _____	PO # _____	

Contract Terms & Conditions

The following provisions form part of the contract between the parties hereto. Advanced Roofing, Inc. will be referred to as "Advanced":

NO GUARANTEE: Advanced guarantees to do its work on time and on budget and in a workmanlike manner. However, no guarantee or warranty is issued against further or future leakage. It is often necessary to make multiple repairs to attempt to stop the roof from leaking, and depending upon the condition of the roof, what is required is beyond the scope of a repair and only a re-roof will provide a lasting fix. Owner agrees that repairs are limited to the scope described in this Contract. Photographs of the job site will be taken before and after the work is completed and the jobsite will be left in a neat and clean condition.

UNFORESEEN CONDITIONS: In the event that unforeseen conditions arise that were not apparent upon visual

inspection, Advanced will promptly advise Owner of same and either perform such additional work on a time and material basis, over the price stated in this contract unless otherwise agreed to in writing between the parties.

PAYMENT: Owner has represented to Advanced that it has the funds available to make payment and has further agreed to supply financial records satisfactory to Advanced, prior to commencement of construction. Owner agrees that, if requested to do so by Advanced, Owner shall complete a credit application authorizing Advanced to investigate the credit worthiness, credit history and/or financial responsibility of Owner. If Advanced in its sole discretion is not satisfied with Owner's current or future ability to pay, or Owner fails to complete a credit application, Advanced may terminate this contract without penalty. Final payment is due on the completion of the job and is a condition precedent to any warranty or guarantee obligation of Advanced or ARI Insurance, Inc. Any release, lien waiver or warranty issued pursuant to this project is delivered in escrow subject to payment and may be cancelled for nonpayment. Advanced's right to payment is not contingent upon the acceptance of work done by others and over which Advanced has no control. The prevailing party in any litigation, arbitration or mediation relating to this agreement shall be entitled to recover its reasonable attorneys' fees from the other party for all matters, including, but not limited to appeals. Broward County, Florida, shall be proper venue for any litigation involving this agreement. Interest shall be due on all amounts not paid within 30 days of the date due at eighteen percent per annum from the date payment was due. Owner hereby expressly consents to the exclusive personal jurisdiction of the state and federal courts located in Broward County, Florida for any lawsuit filed arising from or related to this Agreement and waives any argument that any such court lacks jurisdiction or that venue in such forum is not convenient. In the event Owner commences any action arising under this Agreement in another jurisdiction or venue, Advanced shall, at its sole option, be entitled to have the case transferred to one of the jurisdictions and venues above stated, or if such transfer cannot be accomplished under applicable law, Owner consents to have such case dismissed without prejudice.

OWNER RESPONSIBILITIES: Owner may be responsible for moving or otherwise protecting signs, lighting antennas, satellite dishes, solar system equipment, HVAC or other property or equipment which interferes with the roof repair work and agrees not to hold Advanced liable for damage to same unless Advanced accepted the responsibility therefore. Owner shall provide the staging area and cooperate to inform and assist in preventing people, vehicles or equipment from entering that area or any area under construction. Owner shall notify all persons who occupy the property of the work and shall provide them with any instructions provided to Owner from Advanced. This may require certain portions of the building or parking areas to be closed for a limited period which Advanced will use its best efforts to minimize.

LEAKS: Advanced will repair any work performed by it which is defective. Owner agrees that Advanced is not liable for leaks which occurred before or occur after the work of this contract is performed. The parties agree that the scope of repair is limited and there is no guarantee that it will stop or prevent future leaks.

PRICES QUOTED ARE FOR GALVANIZED flashing, eaves drip and gravel stop unless otherwise specified.

RISK OF DAMAGE: It can be expected that the work will cause vibration, which could cause damage to the building or its contents. The Owner is in the best position to secure said property or, in the case of others who occupy interior units, to advise them of the need to do so. Advanced does not assume any risk and shall not be held liable for damage to stained, cracked or damaged ceilings or ceiling components, cracked or damaged plaster, insulation, acoustical tile or personal property or fixtures within or about the building(s), cracks in driveways, curbs and sidewalks or soffit repair or replacement. Additionally, Advanced shall not be liable for damage to parked vehicles or property located in or about the staging area assigned for its use, or for any damage or injury for respiratory problems which may result from the odors associated with its work. The Owner shall advise its tenants and employees of these risks and concerns and take such action as it deems reasonable.

DELAYS: Advanced shall not be liable in any respect for any delays caused by strikes, labor disputes, court injunctions, actions by the Owner or by third parties, Acts of God, or other conditions outside of its control. If it is necessary to perform additional work in order to protect the property from adverse weather, or to repair work damaged by adverse weather, Advanced will be entitled to a change order for reimbursement for same.

BREACH: In the event Owner terminates or breaches this contract Advanced shall be entitled to be paid that

percentage of the contract price as the percentage of work performed; plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses and profit which would have been realized had the work been completed. If the contract is canceled as a result of strike, labor dispute or conditions not the fault of or attributable to either party hereto, Advanced shall be entitled to recover from Owner that percentage of the contract price as the percentage of work performed; plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses or other expenses incurred related to the project but not profit for work not performed.

NO ORAL PROMISES: There are no promises, representations or understandings outside of this instrument which instrument represents the complete agreement between the parties. No modification of this contract shall be valid unless in writing, signed by the party against whom the change is asserted. Any notification required by this contract shall be made in writing.

LIMITATION OF LIABILITY: Advanced is not liable for any claim for injury or damages, whether based upon a contractual, statutory or tort theory, which result from: (a) natural disasters including but not limited to lightning, windstorm, hail, hurricane, tornado, wind gale force or greater; (b) misuse, neglect, or unauthorized alterations of the roofing system or as a result of or connected with materials supplied or installed by others; (c) exposure to damaging substances such as oil, solvents etc.; (d) failure of the substrate, surface or materials under the roof; (e) improper drainage; (f) lack of recommended maintenance; (g) damage resulting from water entry from any portion of the building structure which is not a part of the roofing system repaired per this Contract, or (h) any claim related in any way to damage or injuries from mold, spores, fungus, any organic pathogen or exposure to toxic or noxious substances fumes or vapors. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ADVANCED DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR

A PARTICULAR PURPOSE. Advanced 's exclusive responsibility and liability under this warranty is to repair any additional leaks which result from its own faulty repair work. Advanced shall not be liable for its own negligence, or under theories of statutory or strict liability or any other theory of liability other than the exclusive liability set forth in this warranty which Owner agrees is its sole remedy notwithstanding the type or category of damages claimed. Under any circumstance, Advanced will not be liable for any personal injury claims, or claims for consequential damages to the structure (upon which the roofing system is affixed) or its contents, loss of time or profits or any inconvenience or expense incurred by Owner. Any change to the provisions of this section must be in writing and signed by a corporate officer of Advanced.

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES

Contract Terms & Conditions

The following provisions form part of the contract between the parties hereto. Advanced Roofing, Inc. will be referred to as "Advanced":

NO GUARANTEE: Advanced guarantees to do its work on time and on budget and in a workmanlike manner. However, no guarantee or warranty is issued against further or future leakage. It is often necessary to make multiple repairs to attempt to stop the roof from leaking, and depending upon the condition of the roof, what is required is beyond the scope of a repair and only a re roof will provide a lasting fix. Owner agrees that repairs are limited to the scope described in this Contract. Photographs of the job site will be taken before and after the work is completed and the jobsite will be left in a neat and clean condition.

UNFORESEEN CONDITIONS: In the event that unforeseen conditions arise that were not apparent upon visual inspection, Advanced will promptly advise Owner of same and either perform such additional work on a time and material basis, over the price stated in this contract unless otherwise agreed to in writing between the parties.

PAYMENT: Owner has represented to Advanced that it has the funds available to make payment and has further agreed to supply financial records satisfactory to Advanced, prior to commencement of construction. Owner agrees that, if requested to do so by Advanced, Owner shall complete a credit application authorizing Advanced to investigate the credit worthiness, credit history and/or financial responsibility of Owner. If Advanced in its sole discretion is not satisfied with Owner's current or future ability to pay or Owner fails to complete a credit application, Advanced may terminate this contract without penalty. Final payment is due on the completion of the job and is a condition precedent to any warranty or guarantee obligation of Advanced or ARI Insurance, Inc. Any release, lien waiver or warranty issued pursuant to this project is delivered in escrow subject to payment and may be cancelled for nonpayment. Advanced's right to payment is not contingent upon the acceptance of work done by others and over which Advanced has no control. The prevailing party in any litigation, arbitration or mediation relating to this agreement shall be entitled to recover its reasonable attorneys' fees from the other party for all matters including but not limited to appeals. Broward County, Florida, shall be proper venue for any litigation involving this agreement. Interest shall be due on all amounts not paid within 30 days of the date due at eighteen percent per annum from the date payment was due. Owner hereby expressly consents to the exclusive personal jurisdiction of the state and federal courts located in Broward County, Florida for any lawsuit filed arising from or related to this Agreement and waives any argument that any such court lacks jurisdiction or that venue in such forum is not convenient. In the event Owner commences any action arising under this Agreement in another jurisdiction or venue, Advanced shall, at its sole option, be entitled to have the case transferred to one of the jurisdictions and venues above stated, or if such transfer cannot be accomplished under applicable law, Owner consents to have such case dismissed without prejudice.

OWNER RESPONSIBILITIES: Owner may be responsible for moving or otherwise protecting signs, lighting antennas, satellite dishes, solar system equipment, HVAC or other property or equipment which interferes with the roof repair work and agrees not to hold Advanced liable for damage to same unless Advanced accepted the responsibility therefore. Owner shall provide the staging area and cooperate to inform and assist in preventing people, vehicles or equipment from entering that area or any area under construction. Owner shall notify all persons who occupy the property of the work and shall provide them with any instructions provided to Owner from Advanced. This may require certain portions of the building or parking areas to be closed for a limited period which Advanced will use its best efforts to minimize. Customer/Owner acknowledges that during the course of the roof removal process it is possible for small amounts of debris, including but not limited to, insulation or roofing fabric, to fall inside the structure. ARI will use its best efforts to minimize such an occurrence. However, the parties stipulate and agree ARI shall not be liable for any claim, loss, or damage associated with debris falling inside the structure during the roof removal process.

LEAKS: Advanced will repair any work performed by it which is defective. Owner agrees that Advanced is not liable for leaks which occurred before or occur after the work of this contract is performed. The parties agree that the scope of repair is limited and there is no guarantee that it will stop or prevent future leaks.

PRICES QUOTED ARE FOR GALVANIZED flashing, eaves drip and gravel stop unless otherwise specified.

RISK OF DAMAGE: It can be expected that the work will cause vibration, which could cause damage to the building or its contents. The Owner is in the best position to secure said property or, in the case of others who occupy interior units, to advise them of the need to do so. Advanced does not assume any risk and shall not be held liable for damage to stained, cracked or damaged ceilings or ceiling components, cracked or damaged plaster, insulation, acoustical tile or personal property or fixtures within or about the building(s), cracks in driveways, curbs and sidewalks or soffit repair or replacement. Additionally, Advanced shall not be liable for damage to parked vehicles or property located in or about the staging area assigned for its use, or for any damage or injury for respiratory problems which may result from the odors associated with its work. The Owner shall advise its tenants and employees of these risks and concerns and take such action as it deems reasonable.

DELAYS: Advanced shall not be liable in any respect for any delays caused by strikes, labor disputes, court injunctions, actions by the Owner or by third parties, Acts of God, or other conditions outside of its control. If it is necessary to perform additional work in order to protect the property from adverse weather, or to repair work damaged by adverse weather, Advanced will be entitled to a change order for reimbursement for same.

BREACH: In the event Owner terminates or breaches this contract Advanced shall be entitled to be paid that percentage of the contract price as the percentage of work performed; plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses and profit which would have been realized had the work been completed. If the contract is canceled as a result of strike, labor dispute or conditions not the fault of or attributable to either party hereto, Advanced shall be entitled to recover from Owner that percentage of the contract price as the percentage of work performed; plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses or other expenses incurred related to the project but not profit for work not performed.

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LIMITATION OF LIABILITY: Advanced is not liable for any claim for injury or damages, whether based upon a contractual, statutory or tort theory, which result from: (a) natural disasters including but not limited to lightning, windstorm, hail, hurricane, tornado, wind gale force or greater; (b) misuse, neglect, or unauthorized alterations of the roofing system or as a result of or connected with materials supplied or installed by others; (c) exposure to damaging substances such as oil, solvents etc.; (d) failure of the substrate, surface or materials under the roof; (e) improper drainage; (f) lack of recommended maintenance; (g) damage resulting from water entry from any portion of the building structure which is not a part of the roofing system repaired per this Contract, or (h) any claim related in any way to damage or injuries from mold, spores, fungus, any organic pathogen or exposure to toxic or noxious substances fumes or vapors. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ADVANCED DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Advanced's exclusive responsibility and liability under this warranty is to repair any additional leaks which result from its own faulty repair work. Advanced shall not be liable for its own negligence, or under theories of statutory or strict liability or any other theory of liability other than the exclusive liability set forth in this warranty which Owner agrees is its sole remedy notwithstanding the type or category of damages claimed. Under any circumstance, Advanced will not be liable for any personal injury claims, or claims for consequential damages to the structure (upon which the roofing system is affixed) or its contents, loss of time or profits or any inconvenience or expense incurred by Owner. Any change to the provisions of this section must be in writing and signed by a corporate officer of Advanced.

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-848

Agenda Date: 8/3/2021

Status: ADDENDUM

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of an Integrated Water Resource Plan Grant Application to Broward County for the installation of a 12 inch reclaimed water main in connection with the SW 10th Street Connector Project; 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

Integrated Water Resources Plan ("IWRP") Grants are offered to municipalities and utilities for projects that promote resilient water resource management and alternative water supply. Broward County shares the cost for design and construction of reclaimed water projects to support the IWRP. The City is seeking grant funds to install a 12 inch reclaimed water main with the SW 10th Street Connector project from an available interconnect with Broward County at Powerline Road to Natura Boulevard. Total estimated cost for design and construction is \$5.8M. If grant is awarded there would be a 50% cost share for the project.

Current Activity

The Florida Department of Transportation ("FDOT") is currently preparing a design/build criteria package for the SW 10th Street Connector project. The first element of construction will be the relocation of utilities. The City does not currently have a reclaimed water system and the SW 10th Street Connector project provides opportunity to install this infrastructure with improvements which will be made prior to construction of SW 10th Street. FDOT has provided preliminary conceptual drawings for this infrastructure and preliminary estimates for the City to contribute to the cost of this additional scope to the overall SW 10th Street project. The IWRP grant opportunity supports a 50% cost share for alternative water supply projects. This improvement will significantly reduce competition for water supplies with a more efficient water management operation reducing the use of potable water in irrigation. Reducing the dependency on potable water for these competing priorities provides for a more dependable and sustainable water supply into the future. The due date for the 2021 IWRP grant applications is August 13, 2021.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach, Florida, approve the grant application to Broward County's Integrated Water Resource Plan.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SUBMISSION OF AN INTEGRATED WATER RESOURCE PLAN GRANT APPLICATION TO BROWARD COUNTY FOR THE INSTALLATION OF A 12 INCH RECLAIMED WATER MAIN IN CONNECTION WITH THE SW 10TH STREET CONNECTOR PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Integrated Water Resources Plan (“IWRP”) Grants are offered to municipalities and utilities for projects that promote resilient water resource management and alternative water supply; and

WHEREAS, under IWRP grants, Broward County would share 50% of the cost (the “Grant”) for the design and construction of reclaimed water projects to support the IWRP; and

WHEREAS, the City is seeking funding to install a 12 inch reclaimed water main in connection with the SW 10th Street Connector project from an available interconnect with Broward County at Powerline Road to Natura Boulevard (the “Project”); and

WHEREAS, the total estimated cost for design and construction of the Project is \$5.8 million; and

WHEREAS, staff recommends the City Commission approve the submission of an application to Broward County for the Grant.

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

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

Section 2. The City Commission hereby approves the submission of an application to Broward County for the Grant in an amount equal to 50% of the Project design and construction costs. The City Manager is authorized to sign and submit the application.

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

Section 4. 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. 2021-805

Agenda Date: 8/3/2021

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. (Tabled from July 20, 2021)

Recommended Action

Commission to vote on Ordinance and set public hearing for August 17, 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. 2021-852

Agenda Date: 8/3/2021

Status: ADDENDUM

In Control: City Commission

Title

Discussion and potential action regarding the use of Oveta McKeithen Multipurpose field by KeyKlub Foundation Inc. for the purposes of hosting an event titled Elevation Fest.

Recommended Action

Motion on waiver of fee request for KeyKlub to use the Oveta McKeithen Multipurpose field.

Background/History

The KeyKlub Foundation (the "Applicant") is seeking to hold their Elevation Fest on August 15, 2021 from 2 pm to 6 pm at the Oveta McKeithen Multipurpose field (the "Event"). The Event focuses on encouraging youth and young adults to keep elevating their minds.

Current Activity

The Applicant is requesting a fee waiver for the use of the Oveta McKeithen Multipurpose field. The field will be used for 6 hours at a fee of \$35/hour for a fee waiver of \$224.70, plus the permit application fee of \$50. The total fee waiver for use of the facility will be \$274.70.

Recommendation

Motion on waiver of fee request.



SPECIAL EVENT APPLICATION

Application Information

Organization Name: Today's Date:

Contact Name: Email Address:

Contact Phone (Home): Contact Phone (Cell):

Address: Fax:

City: State: Zip Code:

Is this Organization ☐ For Profit ☒ Nonprofit*

*If Nonprofit, please include a copy of the IRS 501(c) tax exemption letter.

Event Information

Name of Event: Event Date:

Event Address: City:

State: Zip Code: Event Category:

Purpose of Event:

Description of Event:

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	8/15	Sunday	12:30p	2p	50
Event Day 1	8/15	Sunday	2p	6p	175
Event Day 2					
Event Day 3					
Break Down			5:30p	6:30p	50

of years event has been in existence? Past Attendance:

Previous Location(s):

Property Owner's Permission

I, the undersigned as owner of the property where the event will be located, do hereby grant permission for use of my property for the event described above. City property exempt (no signature necessary).

Signature of Property Owner: Date: Phone:

Printed name of Property Owner:

Qveta

Event Information (Continued from page 1)	Will you require the use of a City park? If yes, please select park. <u>McKeithen Park</u>														
	Will your event require the use of the beach?		☐ Yes ☒ No												
	If yes, please make sure to follow the Special Events Permit Conditions for Marine Turtle Guidelines.														
	Will your event need additional sanitation supplies?		☒ Yes ☐ No												
	Will you require the use of additional City staff/equipment?		☒ Yes ☐ No												
	Will you require parking spaces in Main Beach Parking Lot?		☐ Yes ☒ No												
	If yes, how many spaces are you requesting?														
	Will you require parking spaces along Ocean Way?		☐ Yes ☒ No												
	If yes, how many spaces are you requesting?														
	Will you require parking spaces at the Pier Parking Lot?		☐ Yes ☒ No												
If yes, how many space are you requesting?															
Will your event require use of the City Showmobile?*		☐ Yes ☒ No													
*A Showmobile Application must be filled out & submitted if using the City Showmobile.															
Are you requesting any of the above fees to be waived by the city?		☒ Yes ☐ No													
If yes, what fees are you requesting waived?															
Application and facility rental fees															
All waiver of fee requests below must be approved by the City Commission.															
Vendor Information	Will your event be serving food? ☒ Yes ☐ No		Number of Food Vendors: 0												
	Where will the food be prepared? Off Site	Method used for cooking: Other													
	Vendor list provided to the City?		☐ Yes ☒ No												
	Food vendors have all permits/licenses required?		☐ Yes ☒ No												
	Number of other vendors: 0	Vendor list provided to the City? ☐ Yes ☒ No													
Additional BSO/Building Requirements	Will there be alcohol at this event? (Must be approved by City Commission)		☐ Yes ☒ No												
	If yes, has liquor license been issued?		☐ Yes ☒ No												
	If you answer yes to any of the below questions, a permit may be required														
	Will you be using any tents for your event?		☐ Yes ☐ No												
	<table border="1"><thead><tr><th>Tent Size</th><th># of Tents</th><th>Tent Location</th></tr></thead><tbody><tr><td>10x10</td><td>4</td><td>park area(s)</td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></tbody></table>	Tent Size	# of Tents	Tent Location	10x10	4	park area(s)								
	Tent Size	# of Tents	Tent Location												
	10x10	4	park area(s)												
	Please note: If using tents on City property, the tents must be weighted. Stakes are prohibited														
Will you be using a stage for your event?		☒ Yes ☐ No													
Will your event require electricity?		☒ Yes ☐ No													
Type of electrical power to be used:		Generator, Property Power & Temporary Power Drop													
Will a generator be used? ☒ Yes ☐ No		Size of Generator: 5KW (5000 Watts)													
***A generator over 5KW/5000 Watts will require an additional permit.															
Will gas equipment be used?		☐ Yes ☒ No													
Type of fuel source:		N/A													

Additional BSO/Building Requirements (Continued from page 2)	Will cooking equipment be used? ☒ Yes ☐ No										
	Type of cooking equipment (check all that apply): ☐ Charcoal Grills ☐ Food Trucks ☐ Fryers ☐ Propane Grills ☒ Warmers/Sternos										
	Will the event include amusement rides, inflatables or children's games? ☒ Yes ☐ No										
	Type of amusement ride: Inflatable (slides, bounce houses, etc.)										
	Will the event include the use of fireworks or other pyrotechnics? (describe below) ☐ Yes ☒ No										
	Are you requesting any roads to be closed? (Please Note: If yes, please complete the City of Deerfield Beach Temporary Road Closure Request.) ☐ Yes ☒ No ***If closing FDOT roads, approval of the City Commission is required.										
	Will you be using a licensed professional security company to provide security services for your event? ☒ Yes ☐ No										
Company Name: BSO		Contact Person: 									
Contact Number: 	Will safety equipment be used? ☐ Yes ☐ No										
Promotion Materials	Is your event listed on the web? ☐ Yes ☒ No Provide URL address: N/A										
	How do you plan on marketing your event? (select all that apply)										
	☒ Outdoor Banners ☐ Radio Ads ☐ Mailings ☐ Newspaper Ads ☐ Outdoor Signs ☐ TV Ads ☒ Flyers ☒ Other										
	Promotional Signs/Banners:										
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Location:</th> <th style="width: 20%;">Size:</th> <th style="width: 40%;">Description:</th> </tr> </thead> <tbody> <tr> <td>Park Entrance (gate)</td> <td>4x8</td> <td>Vinyl-Elevation Fest Banner</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			Location:	Size:	Description:	Park Entrance (gate)	4x8	Vinyl-Elevation Fest Banner		
Location:	Size:	Description:									
Park Entrance (gate)	4x8	Vinyl-Elevation Fest Banner									
Directional Signs:											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Location:</th> <th style="width: 20%;">Size:</th> <th style="width: 40%;">Description:</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			Location:	Size:	Description:						
Location:	Size:	Description:									
Event Entertainment	Will the event have entertainment? ☒ Yes ☐ No										
	Will amplified sound equipment be used? ☒ Yes ☐ No										
	Will musical entertainment be used? ☒ Yes ☐ No										
Please describe any type of entertainment and sound equipment below:											
Speakers, microphones, stage, cords/wires, tables, chairs, video game truck											
Miscellaneous	Are you charging a fee for the event? ☐ Yes ☒ No										
	How are the proceeds being used? n/a										
	Name of benefiting organization: n/a										
	Contact Person: n/a	Contact Phone Number: n/a									



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-773

Agenda Date: 8/3/2021

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 and accepting a Quit Claim Deed from the City of Deerfield Beach f/k/a the Town of Deerfield Beach for the Deerfield Beach Memorial Cemetery; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On June 16, 1933, W.L. Kester conveyed multiple parcels of land, now known as the Deerfield Beach Memorial Cemetery (the "Cemetery"), to the City pursuant to multiple warranty deeds (collectively, the "Original Deed"). The Original Deed provides that the Cemetery "shall never be used for any purposes other than for a cemetery or burial grounds for people of the Caucasian race" (the "Restrictive Covenant").

Current Activity

The Restrictive Covenant is racially discriminatory and unconstitutional under the Fourteenth Amendment of the United States Constitution and Section 2, Article I of the Florida Constitution. The City Attorney's Office opined decades ago, and continues to opine, that the Restrictive Covenant is unconstitutional and unenforceable, and individuals of all races have been permitted to be buried at the Cemetery. In 2020, the Florida Legislature enacted Section 712.065, Florida Statutes, which declared discriminatory restrictions unenforceable in the state of Florida and declared all discriminatory restrictions contained in any title transaction recorded in the State unlawful and null and void. Section 712.065, Florida Statutes, also extinguished and severed from recorded title transactions any discriminatory restriction contained in a previously recorded title transaction.

The City Commission finds that the Restrictive Covenant is offensive, unenforceable, illegal, and unconstitutional, and as such, disavows and condemns the Restrictive Covenant and the past use of discriminatory covenants. Despite being unenforceable, the Restrictive Covenant remains in the Original Deed in the City's official records. The City desires to quit claim deed the Cemetery to the City pursuant to the quitclaim deed attached as Exhibit "A" (the "New Deed") to remove the Restrictive Covenant language and include the following language:

"said parcels of land, and any part thereof, shall be used as a cemetery or burial ground, for all people regardless of race, color, age, disability, gender, gender expression, gender identity, genetic information, national origin, religion, sex, sexual orientation, or veteran status."

Recommendation
Approval.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING AND ACCEPTING
A QUIT CLAIM DEED FROM THE CITY OF DEERFIELD BEACH
F/K/A THE TOWN OF DEERFIELD FOR THE DEERFIELD
BEACH MEMORIAL CEMETERY; PROVIDING FOR
IMPLEMENTATION AND AN EFFECTIVE DATE**

WHEREAS, on June 16, 1933, W.L. Kester conveyed multiple parcels of land, now known as the Deerfield Beach Memorial Cemetery (the “Cemetery”), to the City of Deerfield Beach f/k/a Town of Deerfield (the “City”) pursuant to multiple warranty deeds (collectively, the “Original Deed”); and

WHEREAS, the Original Deed provides that the Cemetery “shall never be used for any purposes other than for a cemetery or burial grounds for people of the Caucasian race” (the “Restrictive Covenant”); and

WHEREAS, the Restrictive Covenant is racially discriminatory and unconstitutional under the Fourteenth Amendment of the United States Constitution and Section 2, Article I of the Florida Constitution; and

WHEREAS, the City Attorney’s Office opined decades ago, and continues to opine, that the Restrictive Covenant is unconstitutional and unenforceable, and individuals of all races have been permitted to be buried at the Cemetery; and

WHEREAS, in 2020, the Florida Legislature enacted Section 712.065, Florida Statutes, which declared discriminatory restrictions unenforceable in Florida and declared all discriminatory restrictions contained in any title transaction recorded in the State unlawful and null and void; and

WHEREAS, Section 712.065, Florida Statutes, also extinguished and severed from recorded title transactions any discriminatory restriction contained in a previously recorded title transaction; and

WHEREAS, the City Commission finds that the Restrictive Covenant is offensive, unenforceable, illegal, and unconstitutional, and as such, disavows and condemns the Restrictive Covenant and the past use of discriminatory covenants; and

WHEREAS, the City desires to quit claim deed the Cemetery to itself pursuant to the quitclaim deed attached as Exhibit “A” (the “New Deed”) to remove the Restrictive Covenant language and include the following language:

“said parcels of land, and any part thereof, shall be used as a cemetery or burial ground, for all people regardless of race, color, age, disability, gender, gender expression, gender identity, genetic information, national origin, religion, sex, sexual orientation, or veteran status.”; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve and accept the New Deed from the City, attached as Exhibit “A,” for the Cemetery.

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 and accepts the New Deed from the City, attached as Exhibit “A,” for the Cemetery.

Section 3. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution, including executing and recording the documents necessary to approve and accept the New Deed.

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

THIS INSTRUMENT PREPARED
BY AND RETURN TO:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Anthony C. Soroka, Esq.
1200 North Federal Highway, Suite 312
Boca Raton, FL 33432

Folio Number 474331110030

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this ____ day of August 2021, by the City of Deerfield Beach, Florida, a municipal corporation of the state of Florida (f/k/a Town of Deerfield), whose post office address is 150 NE 2nd Avenue, Deerfield Beach, Florida 33441, first party, to the City of Deerfield Beach, Florida, a municipal corporation of the state of Florida, whose post office address is 150 NE 2nd Avenue, Deerfield Beach, Florida 33441, second party.

(Whenever used herein, the terms “first party” and “second party” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That said first party, for good and valuable consideration, does hereby remise, release and quit-claim unto the second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, pieces or parcel of land, situate, lying and being in Broward County, Florida to wit:

Lots 5 through 20, inclusive, of Block A; Lots 5 through 20, inclusive, of Block B; all of Block C; and Lots 10 through 12, inclusive of Block D, of FA Barrett’s Subdivision, according to the plat thereof as recorded in Plat Book 7 Page 1 of the public records of Broward County, Florida; and

Together with vacated road East of Lots 13 to 20, Block A and Lots 11 to 12, Block D and West of Block C; and

Together with vacated alley lying in center of Block A and Block B, less the South 200 feet thereof; and

Together with Vacated NE 4th Street between the East line of NE 6th Avenue and West line of NE 8th Avenue.

PROVIDED THAT, said parcels of land, and any part thereof, shall be used as a cemetery or burial ground, for all people regardless of race, color, age, disability, gender, gender expression, gender identity, genetic information, national origin, religion, sex, sexual orientation, or veteran status.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only property use benefit and behalf of the said party forever.

IN WITNESS WHEREOF, the said party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in our presence:

City of Deerfield Beach, Florida, a municipal
corporation of the state of Florida

Print name: _____

By: _____
Bill Ganz, Mayor

Print name: _____

ATTEST:

Samantha Gillyard, City Clerk

STATE OF FLORIDA)
): ss.
COUNTY Of BROWARD)

The foregoing instrument was acknowledged before me ____ in person or ____ by remote online notary this __ day of August 2021 by Bill Ganz as Mayor of the City of Deerfield Beach, Florida. He is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC, State of Florida
Print Name: _____
Commission No.: _____

My Commission Expires: