



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 17, 2021
7:00 PM

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Budget Workshop Meeting Minutes

Attachment: June 21, 2021, June 22, 2021

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Planning & Zoning Board Meeting Minutes

Attachment: May 6, 2021, June 3, 2021

APPROVAL OF THE AGENDA

August 17, 2021

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/84601929892?pwd=M1dhMy80YkthelRhdFlrbHZEM0V2UT09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 846 0192 9892#

Participant ID: #

Passcode: 075892#

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. Certificate of Recognition presented to BSO Captain Rodney Brimlow on his retirement from the Broward Sheriff's Office after 26 years of service to Broward County.

Sponsor: Office of the City Manager

PUBLIC HEARINGS - FIRST READING

2. P.H. 2021-101: ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 11.95 GROSS ACRES LOCATED AT 500-730 NE 38TH COURT, 501-731 NE 38TH COURT, 500-750 NE 39TH STREET AND 3851 N. DIXIE HIGHWAY FROM ONE-FAMILY DETACHED DWELLING DISTRICT (RS-4c) AND INTENSE COMMERCIAL BUSINESS DISTRICT (B-3c) TO PLANNED DEVELOPMENT DISTRICT (PDD) (APPLICATION 19-R-188); PROVIDING FOR A MAXIMUM OF 155 DWELLING UNITS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance and set second public hearing for September 13, 2021

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

Sponsor: Department of Planning & Development Services

Attachment: Tallman Pines

PUBLIC HEARINGS – SECOND READING

3. P.H. 2021-097: ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE

CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 66 “TRAFFIC AND VEHICLES” OF THE CITY CODE OF ORDINANCES AT ARTICLE II “STOPPING, STANDING, PARKING” AND ARTICLE III “TOWING OF UNAUTHORIZED VEHICLES FROM PRIVATE PROPERTY” TO PROVIDE CONSISTENCY WITH STATE LAW; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Department of Planning & Development Services

Attachment: Towing of Unauthorized 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 - BOARD APPOINTMENTS

- 4. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, confirming the election results for a member to the Board of Trustees of the Municipal Police Officer's Pension Retirement Trust Fund; providing an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Clerk

Attachment: Police Officer's Pension Retirement Trust Fund

- 5. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Angeline Isen as a regular member to the Deerfield Beach Education Advisory Board to fulfill an unexpired term; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Vice Mayor Ben Preston

Attachment: Education Advisory Board Appointment

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 6. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting the 2021 AARP Community Challenge Grant in the amount of \$20,000.00 for the NE 3rd Avenue Tactical Urbanism Project; ratifying execution of the Grant Agreement with the AARP; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Legislative and Community Affairs

Attachment: AARP Community Challenge Grant

- 7. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the grant of a 10' X 10' utility easement on the northwest corner of 330 N. Ocean Dr. to FPL; approving the grant of a 6' X 85' utility easement along the southern property line of 330 N. Ocean Dr. to FPL; authorizing execution of the two easements for the S-Curve Utility Undergrounding and Streetscape Project; providing for implementation, conflicts, and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Community Redevelopment Agency

Attachment: FP&L Easements

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

Florida, approving an Interlocal Agreement with Broward County for the Surtax-Funded Municipal Transportation Project: Pioneer Grove Infrastructure Improvements and Complete Streets Deer-005 and 006; providing for execution and an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Pioneer Grove Infrastructure Improvements and Complete Streets

- 9. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Interlocal Agreement with Broward County for the FAU Research Blvd (SW 11th Way) Roadway Improvements/Deer-007 Surtax-Funded Municipal Transportation Project; providing for execution and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: FAU Research Blvd Roadway Improvements

DEPARTMENTAL BUSINESS

- 10. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the Revised Comprehensive Beach Management Plan; authorizing the filing of the Local Government Funding Request for Fiscal Year 2022/2023 with the Florida Department of Environmental Protection for projects to mitigate beach erosion in Deerfield Beach; supporting projects for which funding is requested; confirming the City's ability to serve as a local sponsor; confirming the City's ability to fund the appropriate local share of projects; identifying the City's funding source; providing an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Sustainable Management

Attachment: Comprehensive Beach Management Plan

- 11. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting the Quit Claim Deeds from Habitat for Humanity of Broward, Inc. for the lots located at 166 SE 2nd Court and 163 SE 2nd Court; approving Quit Claim Deeds to Habitat for Humanity of Broward, Inc. for the lots located at 2 NE 4th Court, 40 NE 40th Court, 436 N. Deerfield Avenue, and 20 NE 4th Court; providing for conflicts and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Legislative and Community Affairs

Attachment: Habitat for Humanity of Broward, Inc.

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

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

Suggested Action: Commission to vote on Resolution

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

Sponsor: Vice Mayor Ben Preston

Attachment: International Fishing Pier

COMMENTS BY MAYOR & CITY COMMISSION
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ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Friday, September 3, 2021

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



**CITY OF DEERFIELD BEACH
BUDGET WORKSHOP MEETING MINUTES
Monday, June 21, 2021 at 6:00 PM**

The meeting was called to order on the above date by Mayor Bill Ganz at 6:05 p.m. at the Hillsboro Community Center, Deerfield Beach, Florida.

ROLL CALL

Present: Commissioner Todd Drosky
Commissioner Michael Hudak - arrived at 6:18 p.m.
Commissioner Bernie Parness
Vice Mayor Ben Preston
Mayor Bill Ganz

Also Present: David Santucci, City Manager
Anthony Soroka, City Attorney
Samantha Gillyard, CMC, City Clerk

Absent: None

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

FY22 BUDGET WORKSHOP

David Santucci, City Manager, explained that the administrative departments will be discussed this evening and the operational departments tomorrow; thereafter, he outlined the agenda.

Budget Message - Mr. Santucci said this year's budget message is community: revive, recover and renew. Staff is looking to revive local economy, organizational capacity, community services and programs; recover community organizations, businesses and residents; and renew service delivery methods, infrastructure and public facilities. He explained that many positions were frozen in FY20 and staff is looking to bring them back. Further, staff is looking to move forward with maintenance, repair and infrastructure projects.

Continuing, Mr. Santucci said the mission and vision statements have been revised based on staff, community and commission input; the mission is to serve our diverse community with dignity and integrity, provide exceptional customer service and excellence in delivery of services, and engage the community in the decisions that impact their lives. The City's vision is to provide a vibrant, safe, and resilient smart city, providing excellent value in local government services, and achieving economic redevelopment while working collaboratively with our community and visitors.

Budget Process/Calendar - Mr. Santucci explained that the budget process is year-round. Currently, staff is receiving preliminary revenue information and in July, staff will begin receiving final values from the State and County, which will be matched with the City's expenditures. The proposed budget will be presented to the Commission on August 12th and provided on August 15th.

FY22 BUDGET WORKSHOP - CONTINUED

Economic Indicators - Mr. Santucci stated that the City is above the State and County average for population over 65. Persons per household is relatively low, persons with health insurance coverage is relatively high, which is a good sign, and the labor force is lower than the County average but above the State which is 58.5%. Further, he said the City and County's employment rate is relatively high compared to the rest of the State. In April 2020, the unemployment rate was 14.8% due to the pandemic but has significantly decreased. The median household income for the City is significantly lower than the County and State by more than \$10,000. Lastly, the poverty level is relatively high compared to the County and State. Thereafter, a graph was displayed outlining the unemployment rate throughout the years.

Continuing, Mr. Santucci said the consumer price index (CPI) has a 4.2% annual increase. The COVID consumer sentiment has seen a decrease since the pandemic and has been slow and bumpy ever since. Per the Broward County Property Appraiser's Office, the City's assessed values indicate that there has been a 6.9% increase in single-family home values, which is above the County's average; however, the City still has the 10th lowest assessed value in the County. Thereafter, Mr. Santucci displayed a photograph outlining the market sales, whereby, the City is one of the top 5 cities with the most sales.

FY22 Millage Rate - Mr. Santucci said a change to the millage rate is not being recommended, as it has been consistent over the past three (3) years at 6.0018.

AD Valorem Tax Revenue Projection - Mr. Santucci said it is anticipated that the City will receive \$48,500,000 in property tax revenue, which is exclusive of the CRA fund. He explained that the total citywide estimated tax collections are \$51.2 million with \$2.7 allocated to the CRA. Further, he stated that the City receives around \$8 million for each mill the City generates, which is a 7.27% increase in property tax values.

FY22 Revenue Forecast - Mr. Santucci displayed a photograph depicting the City's revenue forecast for FY22; however, as new information is received, the numbers may change. He explained that there will be an increase in sales & use taxes; communication service taxes have decreased throughout the years; public services tax will be increased; franchise fees will have a slight increase; local option gas tax is significantly lower because the local option gas tax revenue was comprised of the surtax funded projects; increase in licenses & permits; major increase in intergovernmental due to ARP funds; charges for services and fines & forfeitures are ticking up; interfund transfers and cash carryover is an estimation; and miscellaneous revenues will increase by 5%.

Revenue Forecasts (General Fund) - Mr. Santucci displayed a graph outlining the revenue forecasts for the General Fund: property taxes - 45%; fire assessment fee - 12%; etc.

City Tax Assessment - Mr. Santucci explained that a condo unit within the City having an assessed value of \$75,000 may have an annual ad valorem tax of \$159. The average property on the assessed side would have an annual tax of \$806 and a higher value property may bring in \$2,225 in taxes. He explained that the daily tax bill on these properties vary differently depending on values, exemptions, etc.

Budget Initiatives and Recommendations - Mr. Santucci stated that budget structure adjustments, fund consolidation, creation of the Department of Community Services, redistribution of Department of Active Aging operations, consolidation of public safety functions will be discussed, followed by City Commission input.

Budget Structure Adjustments - Stephanie Tinsley, Chief Financial Officer, explained that the City currently has over 50 funds, but staff is working with an outside entity to restructure and consolidate those funds to create better efficiencies and be more in line with the annual report. Currently, the City has over nine (9) capital project funds, but the annual report focuses on one, the general construction fund; therefore, three (3) capital project funds are being proposed. She explained that there are over 31 funds for grants, but will be consolidating them; therefore, three grant funds are being proposed: SHIP, CDBG and miscellaneous. Lastly, Ms. Tinsley said there are currently nine debt service funds; the annual report focuses on the general obligation debt service funds which incorporates nine funds. The two funds being proposed are general obligation and other.

COMMUNITY SERVICES

Proposed Organizational Chart - David Santucci, City Manager, displayed the organizational chart that consists of a Director and Assistant Director of Community Services to oversee the following divisions: administration, grants, housing and health and social services. He explained that all these functions and operations within these four divisions exist today but would be reorganized to this Department. This reorganization would also transfer the recreational and transportation components of the Department of Active Aging into Parks and Recreation.

Current Active Aging Services - Mr. Santucci outlined the current Active Aging services: administration - management, grant coordination and administrative support. The Center for Active Aging provides information and referral services, education & training resources, counseling, volunteer coordination, etc. He stated that the services outlined in blue will be moved to Parks & Recreation. Further, he said the Alzheimer's & Adult Day Care Services provides respite services and specialized programs and activities for dementia, Alzheimer's disease, multi-cultural [activities], which will remain in Community Services. Mr. Santucci said a current position will be reclassified to a special needs' recreation coordinator; thereafter, he provided a brief background of a former special needs program offered by the City. He said the Alzheimer's & Adult Day Care also provides case management and support services. Lastly, he said transportation oversees the community bus shuttle, on-demand services, afterschool care, etc.

Current Legislative and Community Affairs Services - Mr. Santucci outlined the current Legislative and Community Affairs services: grant management services for federal and state entitlement grants, specialized grant administration and city-wide grant support and management; neighborhood support programs - housing assistance services, home rehabilitation and repair program, etc.; intergovernmental affairs - federal and state legislative agenda, lobbyist activities and governmental liaison; community outreach and events - volunteer coordination, community philanthropic events and community participation grants; and educational assistance - Education Advisory Board, student mentor programs and local school partnerships.

Operational Benefits - Mr. Santucci outlined the operational benefits in transportation: vehicles stored at a more secure facility; consolidates employee activities, i.e. clock-in/out, fueling, etc.; and transportation responsibilities - senior center programs, after school, special events, etc. The operational benefits for grants and administration will consist of consolidating grant staff, increasing federal opportunities, ability to seek and manage more grants, etc.

Community Benefits - Mr. Santucci outlined the community benefits: increased resources for senior/adult day care programming, recreation programming for all ages, reestablishes and enhances special needs programming, expand information and referral services, etc.

Personnel Changes - Mr. Santucci outlined the changes that would occur if the Community Services Department was created: eliminate the Director of Legislative and Community Affairs, change the Director of Active Aging to Director of Community Services, the Assistant Director of Active Aging would move to the Assistant Director of Parks & Recreation position, reclassify the Health Support Manager to the Health Support Coordinator, which is a cost decrease. He said two (2) recreation coordinator positions would be moved to Parks & Recreation and would be reclassified to a Parks Manager I and a Special Needs Recreation Coordinator, both of which would remain the same grade. The Information and Referral Coordinator would be reclassified and retitled to the Social Services Coordinator. The Active Lifestyle Instructor and two (2) Recreation Leaders will be eliminated and the Volunteer Coordinator would become a full-time position, which would be an increase; however, overall personnel changes would see a decrease in cost.

OFFICE OF PUBLIC SAFETY

Commissioner Drosky said he proposed the creation of the Office of Public Safety for coordination of events within the City, emergency management coordination and to have a better understanding of the BSO contracts. He explained that 60% of the City's budget is for public safety, i.e. police and fire and many expenses are being paid without being verified. Further, he explained that these contracts need to be thoroughly investigated to assure that the City is receiving the proper services and to assure transparency. Commissioner Drosky also stated that consolidating these departments will provide a central command for public safety.

OFFICE OF PUBLIC SAFETY - CONTINUED

David Santucci, City Manager, said the City has a population of over 80,000 and is a coastal community, so this department and a dedicated staff member overseeing it is extremely important moving forward. He explained that the creation of this department would not change anything from a structural standpoint within the individual departments, whereas, it would only provide coordination of the efforts amongst them.

Benefits - Mr. Santucci outlined the benefits: increased fiscal accountability by providing a services delivery analysis, aggressive pursuit of grants, contractual cost reductions; increased operational accountability by increased reporting and metrics, city mission alignment, capital outlay and equipment usage; coordinated city-driven effort through public safety capital project coordination, increase community engagement, community advisory board and others.

Emergency Management Coordination - Mr. Santucci stated that emergency management is not only needed when a hurricane hits but is needed year-round to mitigate and prepare for these type events. He explained that when the City is well prepared, staff is in a better position to assist businesses and residents. Further, the City is more likely to receive grant funding when better prepared.

Capital Project Planning - Mr. Santucci said obtaining capital projects is a process, whereby, the planning and analysis stage will impact the design and delivery and provide for successful construction projects.

Budget and Function Oversight - Mr. Santucci displayed a graph outlining that 60% of the General Fund budget is public safety.

In response to Vice Mayor Preston's questions, Mr. Santucci replied that currently, law enforcement, fire rescue and ocean rescue report to him. Code Compliance reports directly to Planning & Development Services, parking authority reports to finance, but Parking Enforcement reports to BSO - Law Enforcement, and the park rangers report to Parks and Recreation. Further, he said should the Office of Public Safety be created, all these departments would report to that director.

Vice Mayor Preston said the coordination of city events is extremely important and not having proper communication puts the City at risk; therefore, he expressed concerns with staff being involved in these events and not having a background in public safety. Further, he said whoever is put in this position must be able to anticipate issues and present a plan to provide better communication and save money. Vice Mayor Preston spoke in support of this proposal as it would make the City better.

Commissioner Hudak stated that he does not think the City will be able to have one (1) person be responsible for reviewing the BSO contracts, capital project planning, and overseeing emergency management. Further, he understands the concept but is unsure how the City will be able to find someone with skillsets as a CPA, capital project planning manager and emergency management.

Mr. Santucci said he has reviewed the role and responsibilities for this position and is highly confident that there are individuals with a long tenure in fire or law enforcement that would be able to fulfill this position.

Commissioner Parness said there are individuals who can foresee a problem and assure that it is handled proficiently. Further, he said the creation of a community advisory board is an important step in getting the community involved by pinpointing issues in their areas that need to be addressed, i.e. low-lying areas that get flooded easily. He said planning ahead and knowing what to do is important for the safety of the City; therefore, he spoke in support of the proposal.

Mayor Ganz said a goal for management and the Elected Officials should include looking for blind spots within the organization, areas that need improvement, and areas that the City excels in; nevertheless, he hopes that all the duties mentioned are currently being done but if they need to be done better then a reorganization and creation of this department makes sense. Further, he spoke in favor of it being revenue neutral, and agreed that it is a specialized position. Mayor Ganz said he hopes that the current BSO contracts are being investigated but likes the concept of someone with a law enforcement or fire rescue background reviewing them as it would provide better insight of what improvements are needed, cost saving measures, etc.

OFFICE OF PUBLIC SAFETY - CONTINUED

Continuing, Mayor Ganz stated that the organizational chart recommends beach ambassadors, who would help with community outreach at the beach and to improve and maintain the beach area.

Commissioner Hudak agreed with the position being cost neutral but disagreed with it being a director level position because these duties should already be performed. He expressed concerns with developing another director position that will oversee contracts, parking authority, park rangers, fire rescue, law enforcement, ocean rescue, emergency management as it seems to be a very broad position.

Commissioner Drosky said as elected officials, they owe public safety to the residents, and the duties that this position will oversee are not being done properly. Further, he thanked the City Manager for this presentation and helping him bring this forward. Commissioner Drosky said the proposed position is highly specialized and a lot of research has been done on what the qualifications are and what the job responsibilities will be. He reiterated that the duties are not being done properly and stated that the community deserves better. Lastly, he said the duties are extreme, but he does not think it's asking a lot for what is required from the position.

Vice Mayor Preston said Commissioner Hudak's concerns are legitimate but agreed with the Mayor that having a specialized individual overseeing the contracts will be beneficial to the City. Further he explained that overview of the organizational chart wherein the advisory board would provide input to the Emergency Management Coordinator who would then bring it to the Director of Public Safety to draft up a plan. Lastly, he reiterated his support for the position.

Commissioner Hudak said the City recently entered five-year contracts with BSO for police and fire rescue services and based on Commissioner Drosky's comments he asked if they have been reviewed and monitored.

Mr. Santucci said he cannot speak on behalf of another commissioner's comment but provided a brief overview of the contracts. Further, he said he consistently receives metrics from both police and fire rescue, as well as line items budgets, which he questions; however, at the end of the year he is unsure what money was spent, if funds owed to us, etc. Mr. Santucci said these issues are what need to be monitored thoroughly to provide transparency.

FINANCIAL SERVICES

David Santucci, City Manager, explained that personnel changes will be outlined through net change, as, union negotiations are ongoing, so numbers have yet to be finalized.

FY21 Achievements - Mr. Santucci outlined the FY21 achievements: hired key positions; GFOA Excellence in Financial Reporting; updated procurement and parking codes, travel policy, job responsibilities; enhanced collection activity, etc.

Future Considerations - Mr. Santucci outlined the future considerations: process improvements for year end audit and report; procuring and implementing an ERP system; bill payment enhancements, etc.

Operating Budget - Finance - Mr. Santucci said there is a decrease in personnel services due to the elimination of the part-time cashier (\$22,101) and full-time receptionist (\$49,941), both of which are frozen, and create a full-time receptionist/cashier - \$45,559; reclassify the Revenue Collections Manager - \$23,413, as they will now be responsible for all revenue collections. He said the bank service charges are increasing to \$90,000 and the increase in capital is due to the bill pay kiosk - \$104,500, which is a potential ARP fund item.

Operating Budget - Budget & Performance - Mr. Santucci said the Program and Innovation Manager will be moved to Finance, which is net neutral in the General Fund; there is a decrease in strategic planning (\$30,000) and advised that OpenGov - \$19,925, which is the budget transparency portal, will be budgeted under this division moving forward.

Operating Budget - Purchasing & Contract Administration - Mr. Santucci said there are no changes within this division.

FINANCIAL SERVICES - CONTINUED

Operating Budget - Parking Authority - Mr. Santucci stated that \$75,000 is needed for meter upgrades; whereas, some were completed last year, so this will cover the remaining meters.

Operating Budget - Crossing Guards - Mr. Santucci said there is an \$31,000 increase due to summer school crossing guards.

Operating Budget - Utilities, Customer Service - Mr. Santucci said there is a \$23,000 increase in administration but a \$19,000 decrease from this division due to the reallocation of the Revenue Collections Manager. The postage rate increase is \$9,000 and new smart phone meter reader devices are needed at a cost of \$6,000.

In response to Mayor Ganz's question, Mr. Santucci replied that the smart phone meter reader devices are for the utility meter readings.

HUMAN RESOURCES & RISK MANAGEMENT

FY21 Achievements - David Santucci, City Manager, outlined the FY21 achievements: 27% increase in wellness participation; converted training to an online environment, completed workers' compensation policy and procedure training and incident investigation training; creation of numerous policies due to COVID-19 to include CIE and EFMLA/EPFL policies which were federal work-related programs; etc.

Future Considerations - Mr. Santucci outlined the future considerations: seeking three (3) year contracts with the unions; update the risk and employee rules and regulations manuals; pay and class study; implementation of tuition reimbursement; paid family medical leave, etc.

Amanda Robin, Director of Human Resources and Risk Management, stated that there may be adjustments to paid family medical leave versus using sick or vacation leave; however, currently the only impact to the City is bereavement leave, as three (3) days is required and the City complies, per the collective bargaining agreements.

Operating Budget - Risk Management - Mr. Santucci said the Risk Management Division does not have any changes to personnel, but will have a decrease in the operating budget.

Mr. Robin explained that the insurance decrease is due to changes and corrections for the over 65 retirees; the remaining changes are due to fluctuations in various insurance services costs and enrollment in health benefits.

INFORMATION TECHNOLOGY SERVICES

FY21 Achievements - David Santucci, City Manager, outlined the FY21 achievements: migration from Click2Gov to Paymentus which is a more secure system; centralized and linked city camera systems to BSO; VPN update and multi-factor authentication deployment; intercepted over 4,275 security threats; and prevented over 700 attacks on laptops and blocked two (2) critical infections. He stated that there is no guarantee to security, but IT has put multiple systems and software in place to monitor our environment to ensure the City does not become vulnerable to an attack.

Future Considerations - Mr. Santucci outlined the future considerations: working with regional partners, i.e. the County to develop collaborations on the City's GIS data; procurement and implementation of the ERP system; creation of electronic fillable forms for automation efficiency; centralize phone system; and constant evaluation of cyber-security environment.

Operating Budget - IT Services - Mr. Santucci said there are no changes to personnel; however, there is a significant increase to operations due to new security monitoring tools - \$116,780.

Ron McKenzie, Chief Information Officer, outlined tools needed: access rights manager, which outlines who and when files/folders are accessed; networking monitor tool, which will show who is trying to target a server, etc. Additional tools such as security and event managing will provide a more thorough investigation on the City's systems when audited.

INFORMATION TECHNOLOGY SERVICES - CONTINUING

Mr. Santucci continued outlining the operations budget: a cyber security forensic audit is conducted biannually - \$27,500; ESRI Advantage Program, which is related to GIS and cancelled in FY21 due to COVID but is being brought back - \$57,300; a 5% annual increase on various city software systems - \$42,630; and current ERP consulting and integration professional services - \$100,000.

Capital Program Budget - Mr. Santucci outlined the capital projects that will be funded through the General Fund: city-wide phone system, which currently costs over \$500,000 and is through a State of Florida contract; a cost of service component, leasing component, and others are included; therefore, staff is looking to gain more efficiency by implementing a city-wide phone system with an initial cost of \$325,000 and an annual reoccurring cost for the service lines and maintenance at approximately \$150,000. Thereafter, he continued outlining the capital projects: switch replacement - \$22,000; dell server replacement - \$14,000; upgrade the Commission Chambers camera system - \$30,000; replacement vehicles - \$32,687; and computer replacement program - \$114,400, which was previously in the central services fund.

In response to Mayor Ganz's questions, Mr. McKenzie replied that PCI compliance is completed during the audit with Finance and passes on a regular basis. He said staff assures that the City's merchants are rated at a high compliance level, so user data is protected. Further, he said one of the goals for the new ERP system is to ensure users accounting information can be updated/changed online.

In response to Mayor Ganz's question, Mr. Santucci replied that staff is looking to procure and implement the new ERP system in the coming year, which was budgeted last year; however, the system has not been purchased yet.

Mayor Ganz said the security projects are a high priority, but expressed concerns with budgeting new projects, when ones from last year have not been completed.

Mr. Santucci clarified that the ERP system is budgeted for FY21.

Mayor Ganz reiterated that security is a high priority, so if other projects need to be pulled in order to maintain that level of security, he asked that staff advise the Commission accordingly.

In response to Commissioner Parness' question, Mr. McKenzie replied that passwords are changed every three (3) months, which is standard.

Thereafter, there was a brief discussion regarding changing passwords and multi-factor authentication.

Vice Mayor Preston commended IT staff. Further, he hopes that IT was not conservative with their budget requests because business must continue at a high, safe, functional level.

OFFICE OF THE CITY CLERK

FY21 Achievements - David Santucci, City Manager, outlined the FY21 achievements: creation of an electronic candidate election process and reporting; remediation and update of the City Clerk webpage; and implementation of Zoom virtual meeting software to enhance public engagement.

Future Considerations - Mr. Santucci outlined the future considerations: municipal election costs due to the new cost allocation methodology; enhance advisory board process with the onboarding, training and creation of a handbook; citizen and business enhanced web access.

Samantha Gillyard, City Clerk, explained that the goal for enhanced web access is to provide the public with a one-stop shop instead of them having to go to different locations to find information, i.e. adding a link to the webpage that directs them to a district map.

Mr. Santucci continued outlining the future considerations: adding new public services - passport services, electronic notarization, online public record payments and lobbyist registration payment portal.

Operating Budget - Mr. Santucci said there are no changes to the budget.

OFFICE OF THE CITY CLERK - CONTINUED

In response to Mayor Ganz's question, Ms. Gillyard replied that the office could use additional staff, whereby, having someone attend the advisory board meetings and transcribe the minutes would be beneficial.

Mr. Santucci advised that due to hybrid meetings, it now takes the City Clerk and Assistant City Clerk to run the meetings. Further, if passport services are implemented, additional resources would be needed.

Commissioner Parness spoke in support of additional staffing due to the heavy workload.

Vice Mayor Preston agreed. Further, he commended the Office of the City Clerk for their customer service.

PLANNING & DEVELOPMENT SERVICES

David Santucci, City Manager, thanked various staff for their hard work and dedication during the pandemic.

FY21 Achievements - Mr. Santucci outlined the FY21 achievements: kept building and planning customer lobbies open during COVID-19; implemented virtual inspections for building permits; launched Gov-Easy; completed the evaluation and appraisal report; created the neighborhood improvement program; and completed the NW area study with FAU.

Future Considerations Beyond FY21 - Mr. Santucci outlined the future considerations: county rezoning changes to the annexed areas; code changes to the business districts (B-1, B-2 and B-3), seawalls, four corners and central corridor; updates to the comprehensive plan for the EAR implementation; major redevelopment opportunities for public/private partnerships; and continue with the study and improvement for the NW area plan, as money is set aside to move that plan forward.

Operating Budget - Planning - Mr. Santucci said there is a request to unfreeze a planner position - \$76,715 and two intern positions - \$61,239; move forward with the NW area improvement plan - \$55,000; county zoning changes - \$20,000.

Eric Power, Director of Planning & Development Services, stated that FAU did a study in recognizing some of the issues and concerns for the NW area; however, that study did not recognize rights-of-way, park improvements, etc. Currently, staff is working on a continuous walking path to all parks within the area, as well as the shopping areas, which will help address missing links and approve the area.

Operating Budget - Building Services - Mr. Santucci said building services is projected to increase to \$5.6 million which is an increase of \$765,000 or 16%.

Operating Budget - Code Compliance - Mr. Santucci said there is a slight reduction in code compliance due to a position being filled, which was budgeted at \$80,000, but only \$75,000 was used.

In response to Mayor Ganz's question, Mr. Power replied that the additional planner will assist with reviewing site plan development, variances, administration revisions, etc. Currently, there is only one planner and staff has assisted with these duties; therefore, the additional planner is needed. Thereafter, he outlined the credentials for the planning position.

Mayor Ganz asked for clarification on salaries for the planning position - \$76,000 and code compliance office assistant position - \$75,000.

Mr. Santucci said the planning position includes salary, FICA and benefits; whereby, the code compliance office assistance includes the all-in costs for the positions outlined in the contract.

Mayor Ganz asked that staff investigate the salary positions because they do not add up.

Thereafter, there was a brief discussion regarding the turnaround time and process for issuing permits; whereby, GovEasy software will be helpful.

PLANNING & DEVELOPMENT SERVICES - CONTINUED

In response to Mayor's Ganz's question, Mr. Power explained that registration within the building department is available for Broward County.

Commissioner Drosky said code compliance takes up a vast majority of Mr. Power's time; whereas, the future considerations are necessary. He explained that studies were performed by the ULI for the central corridor and FAU for the four corners, which were great starting points but both studies outlined zoning as a concern and should be the department's main priority. Further, he said he understands that there's a lot of different pieces that go into these projects, but residents are asking for it and deserve it and makes these two projects high priorities.

Vice Mayor Preston agreed and advised that he will be presenting some ideas to the City Commission on how to get these projects moving forward. Thereafter, he commented on phone calls he's had with Mr. Power regarding issues within the City.

In response to Mayor Ganz's question, Mr. Power replied that the additional planner and two intern positions would assist with accomplishing the department's goals.

PUBLIC AFFAIRS & MARKETING

FY21 Achievements - David Santucci, City Manager, outlined the FY21 achievements: the redesign of the website and app will be completed in September; provided training to web content creators; underwater camera upgrades and improved reliability; 8 million YouTube views, with 23,000 additional subscribers with monthly recap.

Rebecca Medina-Stewart, Director of Public Affairs & Marketing, explained that the monthly recap was created specifically for the YouTube community who views the underwater camera and captures photographs. Those photographs, along with the ones captured by PAM are outlined in the monthly recap, which increases the numbers.

Mr. Santucci continued outlining the FY21 achievements: almost 400 videos produced from October 1st to January 1st; hurricane ADA crisis; marketing campaigns, etc.

Future Considerations - Mr. Santucci outlined the future considerations: NatureScape cameras, i.e. bee apiary, arboretum, surf/sport; trends and changes in social media; exploring alternative communication methods, i.e. direct marketing, quarterly DFB magazine, text notifications. He explained that direct marketing and text notifications were suggestions made by the community during the ULI; so, if the Commission decides to move forward with quarterly magazines, additional resources would be needed. Other future considerations include: centralized public programs and special events communications; enhance internal marketing and communications; and tourism marketing.

Operating Budget - Mr. Santucci said there is a request to reclassify the multi-media production specialist to public affairs manager since the duties of this position have expanded.

Ms. Medina-Stewart said currently, the multi-media production specialist oversees all the City's videos, manages social media platforms, assists with marketing, promotions, administrative duties, and stands in during the director's absence; whereby, the responsibilities have outgrown the position.

Vice Mayor Preston commended Ms. Medina for a job well done; thereafter, he provided a brief overview of the help she has provided during media interviews and comments he's received regarding our underwater camera.

Commissioner Hudak commended Ms. Medina and her staff for a job well done, especially during the parades and events.

Commissioner Parness commented on the underwater camera and thanked PAM for a job well done.

Commissioner Drosky said PAM is great at getting news alerts and videos out but asked what the mission of the department will be moving forward. He said there are many stories from residents and businesses

PUBLIC AFFAIRS & MARKETING - CONTINUING

within the City that aren't being told and should. Thereafter, he commented on a prominent District 4 resident who recently passed.

Ms. Medina-Stewart said most of her time has been spent on building processes and putting things in place so there could be a seamless distribution of information to the public. She explained that crisis communication is extremely important and when things occur, i.e. COVID-19, everything else must stop and that crisis becomes the main concern, taking up every resource in the office. Further, she said her, and her team come from the news business and are story tellers, so that side of their job is extremely important, but unfortunately, they have not had time to tackle these type tasks. Ms. Medina-Stewart said there are many stories within the City that must be told, i.e. community heroes, businesses, events, etc. but would need additional staffing.

Mayor Ganz asked why the request for additional staffing is not outlined in the budget.

Mr. Santucci replied that the website redevelopment, graphic design and webcam maintenance - \$67,500, are services currently being done inhouse; however, the person in that position will be leaving soon but will continue to perform the duties as a contractual employee.

In response to Mayor Ganz's question, Ms. Medina-Steward replied that she does need more than three people.

Mayor Ganz said stories are an essential marketing tool for this City and the marketing done thus far has paid huge dividends; therefore, if something must be eliminated somewhere else to provide these additional resources then so be it. He said each department must be investigated to see where our resources are going and if they are paying dividends; if not, the money must be taken out and invested into departments that will pay bigger dividends.

ECONOMIC DEVELOPMENT

FY21 Achievements - David Santucci, City Manager, outlined the FY21 achievements: business assistance, support and entrepreneurship development - assisted 278 individual businesses, administered 34 DFB CARES Act grants at approximately \$600,000, five small business webinars and 475 new businesses; business recruitment, retention and expansion; and completion of ULI study.

Future Considerations - Mr. Santucci outlined the future considerations: implementation of the ULI study, public-private partnerships, and incentives.

Kris Mory, Director of Economic Development, explained that the incentives for the Qualified Targeted Industries Program was not funded in the State of Florida, which was an important tool that the City was able to offer businesses. Also, the Deerfield Beach Hires Incentive Program assures that Deerfield beach residents are being hired. Further, she explained that she is looking to expand the City's incentives, i.e. commercial façade programs, value added programs, etc.

Mr. Santucci stated that another future consideration is regional economic development organization relationships; whereas, the City has partners and wants to continue making those interconnections.

Operating Budget - Mr. Santucci said the ULI study recommended a redevelopment specialist - \$59,711 as well as central city rezoning, marketing and community engagement - \$45,000. Further, there is a request for a business partnership with the Greater Fort Lauderdale Chamber of Commerce - \$15,000 and Economic Development Council (EDC) - \$30,000.

In response to Mayor Ganz's question, Ms. Mory replied that the budget for the EDC was \$40,000, but due to COVID, it was reduced to \$30,000 to assist with the budget.

Mayor Ganz suggested that it be increased to \$40,000; whereas, the EDC should be viewed as a public private partnership and clear expectations must be provided to assure the partnership is functioning properly. Further, he asked that clarification be provided later regarding the business partnership with the Greater Fort Lauderdale Chamber of Commerce.

ECONOMIC DEVELOPMENT - CONTINUED

Commissioner Drosky said the City has assets for public private partnerships and the City must be more strategic in planning these partnerships; hence, strategic planning must be done now for the fire stations and parks, so staff is more informed when discussions ensue. Additionally, he spoke about the installation of a potential railroad station at Hillsboro and Dixie; however, parking would be an issue, so a public private partnership would be needed.

Commissioner Parness spoke about the dilapidated fire stations and said something must be done to assure that our firefighters and residents are protected. Further, he agreed that a plan must be done now as fire stations are essential.

PUBLIC INPUT

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, expressed concerns with the number of people without insurance and how low the median housing level is; therefore, she suggested an insurance incentive plan. Further, she commented on the reasoning behind the increase in condo sales, the need to fill frozen positions, infrastructure maintenance on computer equipment and additional resources in PAM. Lastly, Ms. Freitag suggested that the City purchase the Observer.

Gwendolyn Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, spoke in support for the Public Safety Department and suggested that Planning & Development Services be part of that department. Further, she agreed that additional staffing is needed in PAM because the events are not being publicized appropriately. She also agreed that a newspaper needs to be brought to the City because many people do not use or have access to computers.

Mayor Ganz said establishing plans must be done. He explained that there is a large amount of acreage in the westside of the City that can be utilized as athletic fields. The fire station upgrades are another necessity, so establishing plans on how that can move forward is needed. Further, he said law enforcement has done a great job with limited staffing, but traffic enforcement and beach enforcement must be expanded. Mayor Ganz said the beach area is the City's biggest economic driver and expressed his disappointment in how it looks; nevertheless, there are plans to fix some of the issues but has been slow moving forward. Thereafter, he commented on violations he has seen and the lack of enforcement, the condition of the bathrooms, and the garbage receptacles on the pier.

Continuing, Mayor Ganz said the stormwater fee was implemented to address the necessary infrastructure improvements and encouraged moving forward. He suggested that all projects, with costs, be provided to the Commission for review and prioritization. Further, he commented on the curb appeal of the City and stated that when people enter the City it should be an upgrade. Mayor Ganz commented on the City having the 10th lowest assessed value in Broward County; whereby, it is difficult to compete with other cities and deliver services at a high level. Thereafter, he commented on property taxes and how they are established. He stated that capital projects are a necessity for improving the City, to assure that our assessed value can be improved. He reiterated the need for a projects' list and associated costs, so they can be properly prioritized.

Moreover, Mayor Ganz said the beach ambassadors will assist with monitoring the beach and help people find what they need. Additionally, the pier looks terrible and understands that public art is forthcoming, but the condition is not up to par and upgrades are needed; therefore, he suggested having staff walk the pier to assure it is being properly maintained. Further, he said the overall curb appeal must be improved and prioritized, but should not be costly. Mayor Ganz suggested that the City Manager provide a clear direction on what his vision is based on, Commission input and how that vision/priorities will be accomplished moving forward. Lastly, he said if the departments have a need, it must be brought forward with an explanation on what the need is and the return. If the Commission deems the request as just, then it should be granted and money should be moved around.

Commissioner Parness commented on the increased value of apartments in Century Village.

Thereafter, discussion ensued regarding the costs and services provided to the Century Village community.

PUBLIC INPUT - CONTINUED

Vice Mayor Preston suggested that informational LED boards be installed in strategic locations within the community outlining our events. Further, he agreed with the addition of athletic fields and suggested inviting the FAU field maintenance staff to walk the fields and provide feedback on improving them. Vice Mayor Preston suggested implementing weekend fishing tournaments for adults and a bicycle riding club. Thereafter, he commented on conversations he had with residents during a cleanup event and stated that more must be done to attract families.

Commissioner Drosky said he also does not want to lose sight of the artificial reef; whereas, ecotourism is a huge industry and will resume once COVID subsides. He understands that the beach nourishment project is underway but wants clarification on whether the artificial reef can be done in conjunction with beach nourishment, since the funding for the artificial reef had to be given back to the County, and must be sought after again. Lastly, he asked that the City Manager set up a meeting with him and the consultant.

ADJOURNMENT

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston, to adjourn the meeting at 9:15 p.m. Voice Vote:

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

Nays: 0

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk



**CITY OF DEERFIELD BEACH
BUDGET WORKSHOP MEETING MINUTES
Tuesday, June 22, 2021 at 6:00 PM**

The meeting was called to order on the above date by Mayor Bill Ganz at 6:02 p.m. at the Hillsboro Community Center, Deerfield Beach, Florida.

ROLL CALL

Present: Commissioner Todd Drosky
Commissioner Michael Hudak - Arrived at 6:15 p.m.
Commissioner Bernie Parness
Vice Mayor Ben Preston
Mayor Bill Ganz

Also Present: David Santucci, City Manager
Anthony Soroka, City Attorney
Samantha Gillyard, CMC, City Clerk

Absent: None

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

David Santucci, City Manager, said the operational changes discussed at the beginning of last night's workshop are not reflected in these presentations.

LAW ENFORCEMENT

FY21 Achievements – David Santucci City Manager, outlined the FY21 achievements: significant increase in private partnerships with the Operational Tactical Intelligence Center (OTIC).

In response to Mayor Ganz's comment, Captain Brimlow advised that the OTIC is an area that provides real time information about crimes occurring, visual video feeds for critical infrastructure, as well as intelligence driven by BSO's investigative units.

Mr. Santucci said since schools were not fully operational, the school resource officers were floated into CORE deputies. Thereafter, he asked that Captain Brimlow outline their tasks.

Captain Brimlow explained that deputies were supporting the schools by assisting with mentoring, technology, making sure students and parents received food, etc.

Mr. Santucci said staffing was increased from 26 to 28 patrol deputies per day; however, the overall allocation was not increased as deputies were just moved around. Beach staffing was also increased from 1 zone deputy to 2 each shift. Lastly, he said deputies were reconfigured to traffic enforcement, as traffic concerns have increased nationwide.

LAW ENFORCEMENT - CONTINUED

Future Considerations - Mr. Santucci outlined the future considerations: The Crime Suppression Team is focusing their efforts on high-level, complex, long-term investigations due to an increase in violent crime in surrounding jurisdictions; increase in staffing, which is \$177,000 per deputy; enhancing city infrastructure security. He explained that Captain Brimlow has been analyzing security measures at city facilities and making recommendations to enhance security needs. City staff has been working with Captain Brimlow on integrating our camera system with the OTIC.

Captain Brimlow outlined several factors that will impact how law enforcement will be practiced in the future. The Department of Justice (DOJ), at the federal level, has taken an active role in looking at law enforcement agencies around the Country to assess the efficacy of practices at various organizations and agencies. The DOJ is also looking into high-profile cases and providing oversight and scrutinizing some of the operations to assist with how law enforcement will proceed. Captain Brimlow said Deerfield Beach has not seen an increase in homicide rates but in other areas in the Country. Thereafter, he outlined local issues: increase in mental illness related to drug use, homelessness, and others which take a significant amount of time and resources. Lastly, Captain Brimlow said many of the changes being brought forward stem from COVID along with a reaction to high-profile issues that have occurred.

Mr. Santucci continued outlining the future considerations: increase community relations, i.e. walk the City. Thereafter, he provided a brief overview of a previous walk the City event. Also, the CORE Team establishing closer relationship with the service organizations, i.e. non-profits, churches, etc. Lastly, providing community events, as well as partnering with the City on their public events.

Operating Budget - Mr. Santucci said law enforcement would like to increase staffing by four (4) deputy positions (\$177,000 per deputy), which would be a 3% increase or an approximate change on the contract of \$700,000. There is very little change in operational costs and a decrease in capital outlay.

Capital Program Budget - Mr. Santucci outlined the capital program budget: vehicle replacement - \$825,000; P-25 radios - \$221,109, which is the final payment; replacement of patrol mobile data computers - \$128,368; speed, camera and message boards - \$48,350; equipment transport trailer and golf cart - \$43,325; FLIR technology for nighttime operations - \$29,970; and investigative software & mobile devices - \$15,940. All of which would come from the General Fund.

Captain Brimlow explained that the FLIR technology assists deputies with seeing crime that occurs at night when lights are off, i.e. drug sales, trespassing, etc. Further, he explained that the speed, camera and message boards will assist with obtaining intelligence on specific vehicles.

In response to Vice Mayor Preston's questions, Captain Brimlow replied that there was an experimental trial with four (4) additional deputies, which has been extremely beneficial, especially in the beach area and traffic enforcement. Thereafter, he provided a brief example of how the additional deputies have helped with traffic enforcement; these deputies will continue to assist with these type issues. Further, Captain Brimlow explained that the District is divided into patrol, investigations and special operations which includes traffic. Thereafter, he explained the reporting structure. Moreover, if the additional deputies aren't needed in a specific area, they will be reallocated to other operations.

In response to Commissioner Hudak's question, Captain Brimlow replied that they are going to add message boards to the roads to assist with traffic enforcement. Also, this fall, BSO will be engaging more with the youth by working with Deerfield Beach High School's driver education program.

In response to Commissioner Parness' question, Captain Brimlow replied that SWAT is made up of deputies from around the agency, but mainly from a centralized area.

Commissioner Parness commented on regionalization; whereas, BSO should be helping no matter what the contract price states.

Captain Brimlow stated that the County has mutual aid agreements between all the cities, which are comprised of regional resources, i.e. bomb squad, marine patrol, etc. that are available and can be utilized by all cities.

LAW ENFORCEMENT - CONTINUED

Commissioner Parness commended the traffic enforcement on Hillsboro Boulevard. Thereafter, he commented on trucks not being allowed in certain residential areas and an issue on Powerline Road and West Drive.

In response to Commissioner Drosky's question, Captain Brimlow replied that the \$177,000 per deputy includes everything, i.e. cost for academy training, uniforms, etc.

In response to Commissioner Drosky's question, Mr. Santucci replied that the City pays for vehicle replacement, but the assets belong to BSO and he is unsure on what happens when no longer utilized.

Mayor Ganz opened the public hearing.

In response to Mayor Ganz's questions, Captain Brimlow replied that the four (4) additional deputies will be integrated into the current zones. Further, he commented on the initial installation of the license plate readers and expanding the program being unsuccessful; so, BSO is moving forward with other infrastructure. Lastly, he said license reader software is being utilized in Little Harbor, as well as other locations and has been successful.

Mayor Ganz recommended that the license plate readers be expanded to other areas within the City which is not included in the budget.

Captain Brimlow said there are private entities within the City that have limited ingress/egress that are installing license plate reader technology, as well as overview cameras. Further, he said the funds could possibly come from the LETF because of how they are being expensed.

In response to Mayor Ganz's question, Captain Brimlow replied that ShotSpotter has been approved by the State Legislature for a certain allocation in Deerfield Beach; therefore, it will not need to be budgeted.

Mayor Ganz opened the public hearing.

Gwendolyn Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, spoke in support of the message boards for speeding but asked that they be done in multiple languages. Further, she asked if the Community Liaison officers are still being budgeted and if officers are involved in mental health training.

Captain Brimlow replied that there are four (4) positions allocated for community liaisons. Further, he will look into adding different languages to the message boards and stated that all officers complete CIT training, which is a basic understanding of the current trends in mental health, whereas, they are not mental health experts.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, spoke about the speeding issues she has witnessed and thanked the deputies for their due diligence. Further, she stated that the City must be more aware of what is going on downtown, whereby, many staff from BSO form relationships with people in this community and then get transferred to another city. She stated that this issue was brought up during the renewal of the contracts and the City should have more of a say on who is placed and removed.

Mayor Ganz closed the public hearing.

Mr. Santucci clarified that the ShotSpotter was recommended by Congressman Deutch at the Federal level, but not yet approved.

Vice Mayor Preston said some of his findings question how effective ShotSpotter is and asked if Captain Brimlow is aware.

Captain Brimlow replied that he is aware; however, BSO would need to develop very specific, targeted responses and plans to roll ShotSpotter out into the community. Thereafter, he outlined some of the concerns that have been mentioned.

FIRE RESCUE

FY21 Achievements - David Santucci, City Manager, outlined FY21 achievements: 70% of fire inspections and fire plans review completed; 100% of the annual fire hydrant testing completed; public education - Stop the Bleed in all schools, Ready Now Programs, Junior Fire Starters, car seat program, CPR, senior services education and school safety inspections; distribution of P-25 radios to all frontline personnel with 40 radios pending; P-25 alerting system has been installed in 3 of the 6 stations; and despite COVID staffing shortages, there were no disruptions in service level.

Future Considerations - Mr. Santucci outlined the future considerations: public safety master plan for capital replacement; new stock requirements for personal protective equipment and medical supplies; increased costs and usage of supplies. In some cases, material costs have increased by 125% and usage has drastically increased as well. Also mentioned was an increase in trauma calls for drug overdoses and traffic accidents.

Operating Budget - Mr. Santucci said the personnel services is increasing by a little over \$500,000 or 2%, operations is increasing by 5%, and capital outlay is being increased by \$537,000.

Capital Program Budget - Mr. Santucci outlined the capital program budget: vehicle replacement - \$45,000; new EMS Station 51 furniture/fixtures/equipment - \$114,504; bunker gear dryer and fire hose - \$34,700; and tools equipment replacement - \$23,000. All of which would come out of the General Fund.

In response to Vice Mayor Preston's questions, Chief Pellitteri replied that currently, law enforcement uses Narcan to treat overdoses on first response and then Fire Rescue performs more aggressive treatment. Further, he said Narcan is extremely expensive and ranges between \$700 - \$1600 per overdose; whereas, Deerfield Beach is the highest in drug overdoses.

Discussion ensued regarding the effects of drug overdose, addiction and the importance of education, training, resources and support services.

In response to Commissioner Parness' question, Mr. Santucci replied that a new fire station was addressed as a future consideration but will outlined in another presentation.

In response to Commissioner Drosky's question, Mr. Santucci replied that once fire's engines and rescues are decommissioned, they come back to the City to be auctioned; however, the soft fleet, i.e. pickup trucks are given to BSO.

Chief Pellitteri commented on six (6) vehicles that were decommissioned to the City last year and went for a high amount during the auction.

Mayor Ganz opened the public hearing.

Gwendolyn Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked how many drug rehabilitation facilities are in the City and if the overdoses were COVID related.

Chief Pellitteri said during the pandemic, there was a 28% increase in calls related to drug overdoses and a 15% increase in high trauma calls; however, there isn't much follow up once the patients are dropped off. Further, he said there hasn't been a drug rehabilitation center in the City for a while; nevertheless, some facilities are run privately in homes as well, so it is hard to track.

Mayor Ganz closed the public hearing.

OCEAN RESCUE

FY21 Achievements - David Santucci, City Manager, outlined the FY21 achievements: established a critical incident stress debriefing team; created an educational video to share with local hotels and tourists about safety and hazards related to the beach; and named Beach Patrol of the Year for the second time in two (2) years.

OCEAN RESCUE - CONTINUED

Future Considerations - Mr. Santucci outlined the future considerations: bipartisan bill in congress that will make daylight savings the new permanent standard, which would require all lifeguard towers to operate ten-hour days year-round.

In response to Mr. Santucci's question, Mike Brown, Ocean Rescue Chief, replied that towers 1 - 4 currently operate ten-hour days from March until the end of July.

Mr. Santucci continued outlining the future considerations: ocean rescue headquarters and lifeguard towers infrastructure; whereas, there will be an additional lifeguard tower at the north end due to increased beach traffic, and current towers will be replaced over time. Lastly, the City needs to stay abreast of the environmental issues that affect beach quality, i.e. red tide, increase in seaweed washup and sea-level rise.

Operating Budget - Mr. Santucci outlined the requests: change position titles from lieutenants to captains and specialists to lieutenants, which will align with the standard chain of command and without budget impact. Further, there is a request to unfreeze two (2) full-time ocean lifeguard positions, which is needed for the additional tower.

In response to Mayor Ganz's question, Chief Brown replied that the two (2) additional full-time lifeguards will provide enough staffing to cover the beach. Also, Mr. Santucci replied that the infrastructure requests will be presented during Environmental Services presentation.

In response to Vice Mayor Preston's question, Chief Brown replied that the Critical Incident Stress Debriefing Team will consist of himself and his supervisors, and they will be trained by the City's Employee Assistance Program; the first training is in July.

Vice Mayor Preston spoke in support of this program and asked if it will be expanded.

Chief Brown replied that the goal right now is getting it in place. Thereafter, he provided a brief example of an incident he went through before becoming a supervisor. He said since the pandemic, the job has become even more stressful; therefore, having this program will help staff decompress and relieve them from going right back to the tower.

Vice Mayor Preston said once it is established, he would like to see training and education expanded, as it is a huge part of development for these type positions.

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

ACTIVE AGING

FY21 Achievement - David Santucci, City Manager, outlined the FY21 achievements: secured funding and approval from Broward County Transit for Saturday's community bus shuttle services for DBE I and II; implemented new senior technology programs via iN2L - "It's Never too Late" tablets, which is a program that provides tablets to participants and Uniper programming via home televisions.

Donna DeFronzo, Director of Active Aging, explained that the Uniper programming, via home televisions, allows participants who cannot use tablets to use their remote controls, along with their own TV to engage in different types of recreation and fitness health educational programs.

Mr. Santucci continued outlining the FY21 achievements: established COVID-19 call center to assist residents with information, appointments and transportation; held "pop-up" vaccination sites in partnership with the Department of Health; replaced two (2) buses, courtesy of Broward County Transit at no cost; held virtual auxiliary fashion show with CASA; assisted CASA with new website development; and service delivery, i.e. counseling, recreation, volunteers, etc.

Future Considerations - Mr. Santucci outlined the future considerations: continued hybrid services and programs for seniors (virtual and onsite); implementation of My Senior Center software technology.

ACTIVE AGING - CONTINUED

Ms. DeFronzo explained that the My Senior Center technology will allow individuals to register through their phone and provide staff with the ability to track how many individuals the Center is serving. There will also be onsite kiosks where individuals can register for classes or see the events calendar.

Mr. Santucci continued outlining the future considerations: continuity of operations and programs through construction; potential federal, state and county government funding cuts; and collaboration and integration in partnership with Parks and Recreation and Legislative and Community Affairs, which references the idea of Community Services.

Operating Budget - Administration - Mr. Santucci outlined staffing requests and salary allocations for the divisions; unfreeze two (2) positions: part-time office assistant (30% allocation) - \$8,683 and grants coordinator - \$76,714.

Operating Budget - Center for Active Aging - Mr. Santucci said there is a request to unfreeze four (4) positions: part-time office assistant - \$10,130 (35%), information & referral coordinator - \$32,295 (75%), health support manager - \$35,525 (60%), which will be downgraded if the community services department is implemented, and recreation coordinator - \$44,098 (100%), which would be a retitle if community services is implemented.

Operating Budget - Alzheimer's & Adult Day Services - Mr. Santucci said there is a request to unfreeze three (3) positions: part-time office assistant - \$10,130 (35%), information and referral coordinator - \$6,459 (15%) and health support manager - \$23,683 (40%).

Operating Budget - Transportation - Mr. Santucci outlined additional requests: information & referral coordinator - \$4,306 (10% of cost), unfreeze one (1) full-time bus driver - \$34,667, add two (2) full-time bus drivers - \$69,334 and eliminate four (4) frozen part-time bus drivers - (\$71,611).

In response to Commissioner Hudak's question, Mr. Santucci replied that because construction of the facility will take place this year, the daycare will be closed another year and will reopen thereafter.

Commissioner Parness recommended that a committee of seniors within the City be established to coordinate and educate seniors on what's available and plan events throughout the City, not just at the Center.

Mr. Santucci stated that he will work with staff on implementing recreational programming throughout the City.

Mayor Ganz opened the public hearing.

Gwendolyn Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked if there is a mental health provider on staff.

Ms. DeFronzo replied that the Center has an excellent mental health counselor who has been extremely busy during this pandemic. Thereafter, Ms. DeFronzo outlined some of the support the mental health counselor has provided. Further, she said the information and referral coordinator would also have a background in social work, and the case manager in the Alzheimer's Daycare Center is a bachelor's level social worker.

In response to Ms. Clarke-Reed's question, Mr. Santucci replied that Ms. DeFronzo outlined three (3) positions that assist with mental health. Further, he said the City must focus on partnerships with non-profits and other organizations that provide these type services as well, which will be the responsibility of the information and referral coordinator.

Mayor Ganz closed the public hearing.

LEGISLATIVE & COMMUNITY AFFAIRS

FY21 Achievements - David Santucci, City Manager, outlined the FY21 grant achievements: assisted with the award of \$2.5 million in grants with \$3.9 million pending; \$1 million in entitlement grants; \$250,000 from the State of Florida appropriations; and \$20 million of federal appropriations pending.

Continuing, Mr. Santucci outlined the FY21 housing achievements: purchase assistance for six (6) homeowners; 13 home repair projects have been completed, with 10 under construction; due to COVID-19, 33 households received mortgage assistance, 132 received rental assistance and 72 received utility assistance. Further, Legislative & Community Affairs assisted 6,500 families with food distribution and implemented neighborly software for electronic grants management and facilitated the CARES Act funding reimbursement.

Future Considerations Beyond FY21 - Mr. Santucci outlined the future considerations beyond FY21: American Recovery Plan (ARP) grant management, whereas, the fund has been established and the City received its first funding. Staff provided the list of projects to the City's consultants, which is currently being reviewed for eligibility. Mr. Santucci continued outlining the future considerations: long term, impacts of COVID on childhood education, poverty, mental health and addiction; threat of reduction or elimination of entitlement funds and workforce housing inventory.

Operating Budget - Mr. Santucci stated that a request is being made to reclassify the grants writer to grants manager because this position is now providing grants management for the entire city and the amount of grants have increased tremendously. Reimplement educational support programs [\$32,500], as well as the day of service [\$8,500] and public awareness engagement [\$10,900].

Jonathan Salas, Acting Director of Community & Legislative Affairs, explained that educational support programs will consist of a school supply drive; a career and resource fair with Economic Development; implementation of a mental health and suicide prevention symposium for teens during the summer months; toy drive; bike giveaway; and introduction of block parties to bring the community together.

Community Participation Budget - Mr. Santucci displayed the funding requests received thus far from the local non-profit organizations. As previously done, a committee will be created to review these requests and the recommendations will be brought to the City Commission for final approval.

Commissioner Drosky asked that staff not lose site of legislative affairs as that is where the City will receive funding to support the programs mentioned. Thereafter, he listed various local, state, and national events, i.e. Broward Days. He said staying engaged does pay dividends because he has seen it and asked that the City continue to advertise and promote itself on all levels. Thereafter, he commented on the need to highlight the city at community events, such as the Mayor's Gala and reiterated the need for the City to stay focused and continue public involvement.

In response to Vice Mayor Preston's question, Mr. Santucci replied that staff is requesting \$67,500 on the operational side, which is a net change of \$36,540 or 118%; however, he asked that the Commission consider the change since FY19 or FY20 because the budgets were drastically reduced in FY21.

Mayor Ganz opened the public hearing.

Gwendolyn Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked when the community will be able to review the American Rescue Plan and provide suggestions.

Mr. Santucci reiterated that the consultant is reviewing potential projects and programs that were submitted by staff for compliance and once completed, it will be brought before the City Commission for consideration. Further, public input can be brought forward when it is presented at the Commission meeting.

Ms. Clarke-Reed suggested that staff investigate the implementation of a mobile van to reach out to the community. Further, she agreed with Commissioner Drosky regarding legislative affairs, as the City must be visible.

Mayor Ganz closed the public hearing.

LEGISLATIVE & COMMUNITY AFFAIRS - CONTINUED

In response to Mayor Ganz's comment, Mr. Santucci clarified that legislative affairs would not fall under emergency management.

PARKS & RECREATION

FY21 Achievements - David Santucci, City Manager, outlined the FY21 achievements: led Broward County in innovative COVID recovery by operating summer camp, reopening the pool, etc.; integrated an all in one, enhanced recreation software (CIVICREC), which is a more user friendly registration system that provides a cost savings to the City of \$10,000/annually; reopened the Arboretum/Rainforest Phase II; held (8) city-wide COVID-safe events, i.e. Pioneer Days, popup art festival, virtual MLK, etc.; inaugural Juneteenth celebration; aquatic filtration system improvements; and asset improvements, i.e. installation of shade sails at various city parks, various median improvements, landscape improvements at various city facilities, etc.

Future Considerations - Mr. Santucci explained that during the Tigner Center renovations, the after school and summer programming will be moved into the gym and the outdoor programs, i.e. football will remain. Once construction is completed, staff will be engaging with the community to see what additional programming they would like at the Center. Additionally, the West Deerfield Community Center will also be renovated, so staff will be seeking community input on what they would like to see at that facility; nonetheless, it may also include staff offices, afterschool program, summer camp, senior exercise programs, etc.

Continuing, Mr. Santucci said staff is looking to increase grounds maintenance activities, i.e. tree trimming, fence repairs, additional maintenance for the Arboretum, etc. He explained that there isn't any funding for large scale development; however, \$80,000 will be set aside to address the exotic vegetation at the Marty Popelsky Park. Minor tools and equipment will be increased to \$113,000, to assure the City's landscaping needs are addressed. Further, he said park improvements for Constitution Park will include replacing the aging playgrounds, security cameras and lighting system to enhance safety; Mayo Howard Park will include parking lot expansion; Villages of Hillsboro will include the asphalt parking lot, curbs, trails and basketball court surface; Oveta McKeithen Recreational Complex will include replacement of the aging playground.

Moreover, Mr. Santucci said staff is looking to implement informational LED boards as an additional community outreach method. Staff is also looking at beach maintenance and enhancements by implementing a beach ambassador program, which will be under public safety and will consist of four (4) part-time staff who will be responsible for visitor information, reporting issues and violations, as well as light maintenance and inspection of facilities. Mr. Santucci said staff has also begun GIS and GPS asset tracking of the City's beach equipment, so the maintenance schedules can be recalibrated, and he would like to improve and create higher visibility of the maintenance staff while they are on the beach. Further, additional money will be added to park amenities, i.e. trash cans, benches, etc., as well as sod replacement on the southside of the berm. Lastly, Mr. Santucci said pool renovations and continuity of programming will also be future considerations. He explained that the City will be partnering with the School Board to utilize their pool, whereby, should the middle school reopen next fiscal year, programming will be moved to the newly renovated pool.

Operating Budget - Administration and Community Events - Mr. Santucci said the requests consist of unfreezing one (1) P&R Manager I position - \$53,825; resume annual city-wide special events at pre-pandemic levels; MLK National Act [\$25,000]; Juneteenth [\$60,000]; County Music Festival National Act; Pioneer Days, \$60,000; Festival of Arts, \$45,000; holiday lights, \$35,000.

Mayor Ganz suggested that all the budgeted events be outlined in the presentation for decision making.

In response to Mayor Ganz's question, Mr. Santucci replied that there aren't any scheduled events for Memorial Day and Veterans' Day.

Operating Budget - Parks Maintenance - Mr. Santucci explained that parks maintenance has experienced issues with keeping part-time staff; therefore, they are requesting the elimination of four (4) part-time maintenance workers (\$76,288), as well as three (3) sanitation workers (\$110,452) and making them five (5) full-time maintenance workers [\$234,704]. Additionally, eliminate two (2) part-time park rangers (\$40,713) and add one (1) full-time park ranger [\$49,851] and turn one (1) of the full-time park ranger

PARKS & RECREATION - CONTINUED

positions into a lead ranger position [\$67,344]. Additional recommendations include: one (1) irrigation specialist [\$41,524]; contract landscape services back to pre-pandemic levels [an increase of \$358,000].

In response to Mr. Santucci's question, Tom Good, Assistant City Manager, replied that the landscape services contract includes an increase for general landscaping services, and incorporates the Marty Popelsky Park.

Continuing, Mr. Santucci outlined other budget requests: replace small engine tools [\$114,000]; fencing repairs and replacement [\$60,000]; sod/soil/AG supplies which must be increased to pre-pandemic levels, [\$70,000]; tree/irrigation/hardscape maintenance [\$56,000]; and beach amenities [\$20,000].

In response to Mayor Ganz's question, Mr. Santucci replied that the beach amenities include garbage cans, benches, etc.

Mayor Ganz suggested that the costs be more detailed, so the Commission has a better understanding of where the money is going. Further, the elimination of part-time personnel for full-time costs the City more money, but is justifiable; nevertheless, he would like more details on these changes.

Operating Budget - Athletics and Aquatics - Mr. Santucci outlined the requests: changing the titles of four (4) part-time concession attendants to four (4) part-time recreation leaders, which is cost neutral and will allow them to be utilized in a more robust way; unfreeze one (1) part-time recreation leader [\$18,452]; unfreeze two (2) part-time water safety instructors [\$22,100], which will be done at half-year funding due to the pool renovations; and increased athletic programming [\$14,500], fall soccer and volunteer coordination event.

Operating Budget - Recreation - Mr. Santucci outlined the requests: unfreeze one (1) part-time recreation leader [\$18,452]; unfreeze one (1) park manager I [\$56,225]; introduction of adult/teen vocational programs at Highlands Community Center [\$35,000]; new flooring at Hillsboro Community Center [\$12,000]; and resume full recreational programming increased to \$116,000, which consist of the Halloween festivities, Winter Wonderland, etc.

Operating Budget - Summer Camp - Mr. Santucci said staff is looking to resume to pre-COVID staffing levels, which is 62 part-time employees. He explained that in 2018 the program was extremely successful, reaching capacity. In 2019, the City partnered with the Broward County School Board; however, the City ran into issues with utilizing their facility, so staff was unable to provide full scale programming. Further, he continued outlining the requests: DFB future leaders, \$75,000; field trips and additional programs, i.e. sea camp; and transportation costs for field trips. Mr. Santucci stated that this program is anticipated to bring in \$200,000 in revenue.

Operating Budget - Waterfront Operations - Mr. Santucci said there is an issue with part-time positions in this area as well; therefore, staff is requesting eliminating four (4) part-time pier attendants (\$63,492), which are currently vacant and adding two (2) full-time pier attendants [\$78,380]. Additional requests include eliminating one (1) part-time maintenance worker (\$19,072) and adding one (1) full-time maintenance worker [\$36,817] and four (4) part time beach ambassadors at a cost of \$97,977. Further, Mr. Santucci said \$45,000 will go toward café/pier facilities repairs and maintenance and pier entrance gate improvements [\$15,700].

Operating Budget - Cemetery - Mr. Santucci outlined the requests: add one (1) full-time maintenance worker [\$46,941], and Pineview and Memorial grounds restoration project, \$30,000. He explained that the money set aside for cemetery restoration is not enough to complete the entire project; however, the process will ensue in a phased approach.

In response to Mayor Ganz's question, Mr. Santucci replied that staff will be bringing forth a revised cemetery fee schedule during an upcoming commission meeting.

Mayor Ganz said it is imperative that the schedule be revised as Deerfield Beach has the lowest rates and increasing them will help with restoring the cemeteries.

PARKS & RECREATION - CONTINUED

Capital Program Budget - Mr. Santucci listed the capital program budget: Oveta McKeithen Recreational Complex playground replacement, \$225,000, which will be split between the CDBG fund and General Fund; Constitution Park improvements, \$391,900 for playground replacement, security cameras and lighting system, walking path restoration and security cameras; informational LED boards, \$150,000 for two (2); Villages of Hillsboro Park improvements, asphaltting parking lot, curbs and trails and basketball court surfaces, \$89,595; Mayo Howard Park parking expansion, \$200,000. Mr. Santucci listed various vehicles and equipment requests totaling approximately \$388,800.

In response to Mayor Ganz's question, Mr. Santucci replied that the entire \$200,000 received from FAU Research will be used at Mayo Howard Park.

Mayor Ganz disagreed with putting all funds received into the park.

In response to Commissioner Parness' question, Mr. Santucci replied that the cemetery fees include perpetual maintenance; however, because the rates are so low the fund isn't solid.

Commissioner Parness commented on the need for a solid perpetual fund, as those additional monies will assist with keeping the cemeteries up to par.

In response to Commissioner Drosky's questions, Mr. Santucci replied that the recommendations for the West Deerfield Community Center is for the building underneath the water tower, as well as parking lot improvements.

Mr. Good said once construction commences, the community center should be completed within a six-month period. Further, he advised that one (1) of the front rooms has been renovated, which has independent access and can be utilized as a meeting room.

Commissioner Drosky said many of the HOA's in District 3 and 4 utilize that facility, so he requested the renovations be completed in a timely manner. Further, he agreed with Mayor Ganz and requested that a breakdown of the events be provided to all. Lastly, Commissioner Drosky asked for clarification on the capital outlay total.

Mr. Santucci replied that capital outlay consists of anything above \$3,000; whereas, the capital outlay outlined in the operating budget may consist of smaller components, i.e. computers. Furthermore, the items listed on the capital outlay budget are the major capital items listed in the CIP, which are \$25,000 or higher.

Commissioner Hudak commended Parks staff but is disappointed in the maintenance of the parks. Thereafter, he listed parks that have items in dire need of repair. Further, he asked if the roof at the concession stand by the ball fields is part of the improvements.

Mr. Santucci replied that the roof is part of the FY21 budget and should be completed soon.

Commissioner Hudak said he feels this department is lagging due to the lack of leadership; therefore, he hopes things turn around in FY22. Commissioner Hudak continued outlining items that need to be fixed and/or replaced.

Commissioner Parness said he previously expressed concerns about the ball fields, which have since been addressed and the scoreboard, which is in the process of being fixed. Furthermore, the four (4) baseball fields are in tremendous shape and the stands are adequate. Thereafter, he commented on the importance of having our fields and parks up to par for the children.

Vice Mayor Preston agreed with Commissioner Hudak. Further, he said when his concerns are brought to the Manager's Office, they do not go unnoticed and unfortunately, when things get fixed, they are sometimes destroyed again.

Commissioner Hudak said he understands that things can get broken again, but staff should be aware of what is going on and not rely solely on the Commissioners.

PARKS & RECREATION - CONTINUED

Mayor Ganz said the employees have done an outstanding job but agreed that there is a lack of leadership within this department. Further, he agreed with Commissioner Hudak, whereby, staff should stay abreast of needed repairs. Thereafter, Mayor Ganz listed areas of concerns which are not outlined in the budget, i.e. the park by Quiet Waters Elementary School. He suggested that staff provide an inventory and outline what is needed at each park/facility. He also requested a list of the programs that the City offers, so he can have a better understanding of what is going into each, as well as a list of each event, the number of attendees and the amount of money budgeted for each. Mayor Ganz said Mayo Howard Park and the area around it is in dire need of additional lighting; therefore, he spoke in opposition of spending the entire \$200,000 on expanding the parking lot. Furthermore, he commented on the loss of green space and asked that the reduction of green space be provided.

Continuing, Mayor Ganz suggested that an event be done for Memorial Day and asked that funds be set aside. Furthermore, he reiterated the need for a list of each event and the funding that is distributed amongst each. Lastly, he said there are items that need to be addressed that are not in the budget, i.e. Pioneer Park boat ramp.

Mr. Santucci said the boat ramp will be discussed during the Environmental Services presentation.

Mayor Ganz opened the public hearing.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, commented on the need for a Parks & Recreation Director and the food distribution. Further, she said all city employees should assure that the City is running the way it should and when they see something, they should say something. Ms. Freitag said the Parks & Recreation Department is lacking so many things, i.e. employee morale and it must be addressed.

Gwendolyn Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, suggested that a Community Advisory Board be established. Further, she asked if the DFB Future Leaders' Program is the summer youth employment program.

Mr. Santucci replied yes.

Ms. Clarke-Reed said many cities have followed suit by implementing this program and suggested increasing the number of attendees and funding. Further, she asked if confiscated funds are being utilized for this program.

Mr. Santucci replied that he is unsure but will find out. Further, he announced that the new Parks & Recreation Director will start on July 6th. Thereafter, he provided a brief overview of Teresa Rynard's background and credentials.

Vice Mayor Preston said knowing the area and people provides credibility to these type positions. Thereafter, he commented on the Lighthouse Point Parks & Recreation Director's background. Vice Mayor Preston hopes the new director works out, brings new ideas to the table and asked that everyone give her a chance to become acclimated to the City. Lastly, he hopes this city does not become a training ground for other cities.

Mayor Ganz spoke in opposition to another advisory board, as it is difficult to fill the current ones; nevertheless, residents need to be able to easily contact the City to voice their suggestions and needs. Moreover, he hopes these budget presentations contain suggestions from the departments and that the budget reflects their suggestions. Lastly, he said when things are brought forward, the City must take a proactive approach, not reactive.

There were no additional speakers.

There was a short recess at 8:38 p.m. and the meeting reconvened at 8:46 p.m.

SUSTAINABLE MANAGEMENT

FY21 Achievements - David Santucci, City Manager, outlined the FY21 achievements: the Siemen's performance contract construction phase is near completion, which includes CNG fueling station, 89 new

SUSTAINABLE MANAGEMENT - CONTINUED

AC units, LED lighting throughout city facilities, building automation, etc.; joint nourishment program that includes the settlement with the Town of Hillsboro, completion of the master plan and regional coordination; launch of DFB waste watch application; bulk route optimization; and Vector Fleet Management.

Future Considerations - Mr. Santucci outlined the future considerations: perform a rate study and fund analysis to ensure the solid waste fund is sufficient, which is part of the audit; establish a solid waste working group which has been spearheaded by Commissioner Drosky; residential billing and cart audit; and reimplementing the recycling program. Thereafter, he outlined the recycling struggles the City has experienced and the various ways staff is looking to bring it back. Furthermore, he stated that the proposed budget does not include the recycling program.

Continuing, Mr. Santucci said staff is looking at priorities and funding for coastal, marine and resiliency programs, i.e. the beach master plan. Further, he said the sustainability initiatives consist of electrical vehicles, solar and renewable energies and community outreach.

Operating Budget - Mr. Santucci said there will be an overall decrease in personnel services; however, there will be a 9% increase in operations as well as an increase in capital outlay.

Operating Budget - Recycling and Solid Waste - Mr. Santucci commented on the efficiencies offered with the Vector contract; such as, the reallocation of some fleet salaries to the General Fund (\$84,536). The administrative manager will be reclassified to a customer service supervisor at a reduced grade; increase in disposal costs, which is mostly attributed to the CPI increase in the contract rate but also in the amount of disposal at \$284,100; dumpster purchases and repairs increase of \$120,250; CNG maintenance and utilities is an \$95,900 increase but the benefits outweigh the costs; quarterly shred events using an outside vendor and one (1) household hazardous waste event at a cost of \$36,000; diesel fuel cost increase but has been offset from the CNG cost decrease.

Chad Grecsek, Director of Sustainable Management, said prior to fueling at the new CNG facility, staff was fueling at the facility on Powerline Road and paying on average \$25,000/month; whereas, it is estimated that the monthly cost will now be \$10,000. Furthermore, there is an operational savings as well because staff hooks up their trucks at night and they are fully fueled the next day.

Mr. Santucci continued outlining the operating budget: increase in vehicle PM and repair parts [\$74,000] and rate and fund sufficiency study at \$40,000.

Operating Budget - Fleet Management - Mr. Santucci reiterated that some of the fleet salaries will be reallocated to the General Fund; reclass the fleet assistant manager to fleet supervisor (\$29,115); fuel management system upgrades [\$16,500]; shop tools and equipment, \$10,000; waste oil disposal increase [\$5,000]; and replace two (2) overhead garage doors which is a capital expense [\$26,300].

Operating Budget - Coastal and Waterways - Mr. Santucci outlined the major changes to the budget: joint beach nourishment project [\$3,000,000] and replacement of the solar array at the Central City Campus (CCC) [\$66,858].

Mr. Grecsek explained that the \$3 million is the maximum the City would spend as stipulated in the settlement; however, staff does not anticipate spending that amount, but wants to budget appropriately just in case. He said staff has received very positive conversations from the State regarding cost sharing because of the regional approach, so state funding is a possibility. Further, he explained that due to Hurricane Matthew, the City received FEMA funding that could possibly be leveraged for this project as well. Lastly, Mr. Grecsek said staff will also be contacting the County, as the City previously received funding for beach nourishment.

Mr. Santucci said this project can also be funded through a reserve of the fund balance, so general fund dollars will not be allocated directly toward this project.

Capital Program Budget - Mr. Santucci listed various capital program projects that will be paid from the General Fund: beach nourishment project - \$3 million; CCC solar array replacement - \$66,858; fire station fuel storage tank decommissioning at Goolsby and Fire Station 4 - \$40,000; and replacement of two (2) overhead garage doors - \$26,300. The following items will come from the Solid Waste Fund: gas detection

SUSTAINABLE MANAGEMENT - CONTINUED

and ventilation system - \$250,000; auto side load vehicle replacement - \$378,680 grapple truck vehicle replacement - \$233,650; front load vehicle replacement - \$345,650; and vehicles and equipment - \$53,770.

In response to Commissioner Hudak's questions, Mr. Grecsek replied that once the construction for the Siemen's project is completed, the City will move into the measurement and verification phase which is done on an annual basis. During this phase, staff will look at the performance of the project and determine what needs to be done at that time. Further, he explained that the \$74,000 for vehicle PM and repair parts is associated with the City's light duty fleet, which will be performed inhouse. Vector Fleet will be handling the City's heavy-duty fleet and due to contracts in place they are able to get parts at approximately 30% less.

Vice Mayor Preston stated that he previously mentioned implementing a program that trains and develops high school students, since many students do not wish to attend college. Thereafter, he provided an example of an individual who pursued the air conditioning industry and became extremely successful. Vice Mayor Preston stated that a pilot program could be implemented to work with these students and could potentially be a cost savings to the City. He advised that he would contact Mr. Marlow to start the process.

Mr. Grecsek explained that an apprentice program is part of the Vector contract, which he has reviewed and has learned that the value of the program will be \$15,000/year; nevertheless, staff is working on getting Vector into the garage and once they are set up, the apprentice program will be implemented. Further, he said the apprentice program will offer four (4) spots each year.

Commissioner Drosky stated that there is also the YATC, Youth Automotive Training Center, which is funded by JM Family. Further, he asked if a rate study is being proposed because the City's rates are under market.

Mr. Santucci replied that it is important to look at the market, as well as service levels; whereby, the study will investigate the City's expenses, revenues and level of service to assure the rate supports the operations.

In response to Commissioner Drosky's question, Mr. Grecsek replied that he is unsure of the last time the City performed a rate study; however, the rate was last adjusted in 2008.

Commissioner Drosky advised that the Solid Waste Working Group may recommend a waste generation study, which is \$2 million. The County would pay \$1 million and the other million would be divided amongst the 31 sister cities in Broward County, which equates to \$1/person; therefore, it could potentially be an \$80,000 expense to the City.

In response to Commissioner Drosky's question, Mr. Santucci replied that the \$80,000 is not budgeted.

Commissioner Drosky requested that the recycling options be brought forward at a later date, as he would like to see recycling resume but not the way it was done before. He explained that the City set up special dumpsters on the east and west side of the City for extreme recyclers, and reports showed a 40% contamination rate. Further, he stated that the program cannot be brought back unless it is done correctly and looks forward to the proposals.

Vice Mayor Preston said he attended the YATC graduation; however, the transition would be difficult as the YATC doesn't teach diesel.

Mayor Ganz suggested bringing the recycling program back to those who want to participate, and if those individuals do not recycle correctly, they need to be fined on an individual basis. Thereafter, he opened the public hearing.

Gwendolyn Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked if the shred truck will ever be brought events back to CCC and does the City still have an emergency fund for hurricanes and other events.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, requested that bicycle repair stations be implemented throughout the City to assist people who ride their bikes for work, leisure, etc. Further, she requested more information on the bulk pickup schedule and how it will be a cost savings. Thereafter, she commented on

SUSTAINABLE MANAGEMENT - CONTINUED

issues she's experienced with bulk pickup. Lastly, Ms. Freitag said the YATC is a great source for teaching trades and suggested that the City collab with them to bring value to the program, i.e. teach them diesel.

Mayor Ganz answered various questions posed by the public. The City will continue with shredding events utilizing an outside vendor instead of purchasing a new truck and the City has an emergency fund for hurricanes.

Mayor Ganz closed the public hearing.

Commissioner Parness stated that if people cannot recycle properly, then the program cannot continue and agreed with eliminating it until it's done properly. Further, he commented on vocational high schools for those who want to get into a trade, i.e. aviation. Thereafter, he commented on other professions that do not require a college education and suggested that the Board of Education reopen technical schools to help those that do not want to go to college.

ENVIRONMENTAL SERVICES

FY21 Achievements - David Santucci, City Manager, outlined the FY21 achievements: water plant - upgrades to the fluoride system, raw water well rehabilitation and the rehabilitation to the 1 million gallon storage tank. Wastewater collection system - station #25 improvement; right-of-way enhancements and safety improvements for SW 3rd Avenue, SE 2nd Avenue, and NE 48th Street and completed over 23 traffic calming speed bumps and installed over 2,200 linear feet of new sidewalk. Bond projects progression - Center for Active Aging contract was approved in April 2021 and Phase I of the HMGP construction documents for City Hall are completed and was supported by federal funding. Also, the Center for Active Aging is at 75% - 80% on design. Significant capital improvement projects include the main beach restroom renovations, Fire Station 75 renovations and air quality improvements that was an unbudgeted project, Constitution Park Phase II Arboretum Rainforest, etc. Design is in progress for Pioneer Park dock and received grant funding for its construction. He outlined other improvements for the fire stations and the purchase of a new trailer for station 111. The roof replacement for the Aquatic Center is in progress and there are funds budgeted for next year, but funds are needed this year of approximately \$275,000. Lastly, modified city facilities to respond to COVID-19; and stormwater management.

Future Considerations - Mr. Santucci outlined the future considerations: rehabilitation/replacement of utilities assets, whereby, the City has around \$30 million in the five-year CIP; surtax design and construction projects - design for FAU Research Boulevard is budgeted at \$48,000 and construction of bridges. Current bond projects include the completion of construction for the Center for Active Aging and Johnny Tigner Center, which will be completed prior to FY24 and secure Phase II of the HMGP for City Hall renovations which will be in FY22; public safety facilities master plan; rehabilitation/replacement of general assets - Pioneer Park boat ramp, which will be done through grant funds, lifeguard towers, roofing throughout the City, awning replacements at fire stations, bollard lighting at the beach, Fire Station #75 generator and old school house renovations.

Continuing, Mr. Santucci outlined additional future considerations: safe routes to school is in design, whereby, it is not the actual school but the area surrounding Deerfield Beach Elementary School; and stormwater management entails getting the conceptual design underway for SE 8th Avenue, Martin Luther King Boulevard, Crystal Lake and NW 45th Avenue and the Deer Run community. Further, he stated that staff is requesting the use of the American Rescue Plan (ARP) dollars to fund this project, as stormwater activities are an eligible expense.

Operating Budget - Administration/Engineering - Mr. Santucci said there is an increase in personnel services due to the addition of the CMMS coordinator [\$54,553], but a decrease in another area.

Tom Good, Assistant City Manager, explained that CMMS stands for computerized maintenance management system, which will allow staff to better manage the City's assets. Thereafter, he provided a brief overview of how the system works.

Operating Budget - Water Plant - Mr. Santucci said staff is recommending eliminating the plant maintenance assistant supervisor (\$54,553) and a water operator (\$438,370) but replacing that position with a facilities technician, \$56,225. He explained that the facilities technician will provide enhanced maintenance to the

ENVIRONMENTAL SERVICES - CONTINUED

Water Plant. Further, he explained that staff is recommending reclassifying the environmental compliance manager to the environmental compliance superintendent at a cost of \$7,008.

Mr. Good explained that currently the environmental compliance manager oversees the lab, testing and water quality; however, field operations are being moved over that deal with backflow prevention which is apart of the water quality element, so it puts this position out in the distribution system as well.

Continuing, Mr. Santucci said operationally, there is an increase in chemicals of \$104,000, SCADA PLC programming, \$50,000 and well motors, \$185,000.

Operating Budget - Utilities - Mr. Santucci said staff is recommending eliminating the wastewater collection superintendent (\$76,489), currently vacant, and adding a water distribution supervisor at a lower rate, \$71,519. Staff is also recommending reclassing the wastewater crew leader to wastewater collection supervisor increased by \$2,193. Further, he explained that the increase in operations is due to sewer/water lines repair, \$200,000 and restoration and contractual GIS services, \$100,000.

Mr. Good explained that the personnel changes will provide better functionality within the division, whereby, two (2) superintendents are not needed but supervisors underneath the superintendent. Further, he explained that some assets are imported into the GIS system with IT, but these additional GIS services will capture all the City's utility assets and provide a better breakdown of each asset and its location.

Operating Budget - Construction & Facilities - Mr. Santucci explained that this is a general fund division; thereafter, he outlined staff recommendations: eliminating a plumbing journeyman (\$56,009) and facilities technician (\$55,781); adding a facilities operations supervisor [\$58,809] and electrical/automation supervisor [\$76,714]. He explained that these recommendations are being made to enhance facility operations and provide oversight into the field operations. The electrical/automation supervisor is being recommended to provide supervision over all the electrical components of the system and electrical staff.

Continuing, Mr. Santucci said the request includes a lock and key management system, [\$95,000], to enhance security measures. Thereafter, he continued listing other enhancements: bollard lighting pier replacement [\$35,000], roof repairs [\$168,000] and fire station 102 painting [\$125,000]. Also, contractual remediation services are usually not a budgeted item, but is being recommended due to the aging infrastructure [\$80,000]. Other changes to the operating budget: fire station 51 equipment [\$50,000] which consists of monument sign, fire alerting system, etc.; fire station 111 lease to own opportunity for \$95,000. Lastly, he advised that a roof assessment was performed, which outlined the need for minor roof repairs at various city facilities: City Hall, Central City Campus, BSO, all fire stations, Pioneer Park, Villages of Hillsboro, Johnnie McKeithen, etc.

Operating Budget - Infrastructure - Mr. Santucci said there were no changes in infrastructure except a decrease in capital outlay.

Operating Budget - Stormwater - Mr. Santucci said there was an increase in debris disposal from materials picked up during the street sweeping operation.

Capital Program Budget - Mr. Santucci outlined the capital projects that will come from the Water & Sewer Renewal Replacement Fund: advanced metering infrastructure (AMI), \$2.2. million; gravity sewer lateral lining, \$75,000; water main rehabilitation, \$220,000; raw water feed - well rehabilitation & upgrades, \$300,000; general building facility improvements, \$100,000; plant security, \$325,000; filter level & valve controls, \$60,000; ES building renovation and HVAC replacement, \$1.6 million; high service pump #12 & 13 valve, \$100,000; generator day tanks, \$200,000; fiber optic upgrades, \$165,000; operator control console upgrade, \$165,000; transfer switch, \$175,000; and bulk chemical storage tank, \$1.1 million, which have been identified for capital replacement.

Continuing, Mr. Santucci outlined the capital projects that will come from the utilities fund: building improvement lab counters, cabinets and louvers, \$100,000; vehicle replacements, \$180,000; canopy - pipe storage area, \$30,000; and rehabilitation of manholes, \$40,000. The projects that will come from the stormwater fund include stormwater improvements, \$400,000; sweeper, \$300,000; and backhoe loader/combo, \$100,000. The city hall drainage project [\$531,300] will be funded by the HMGP grant and the Crystal Lake drainage project [\$85,000] will be funded by the MPO grant. The projects that will be

ENVIRONMENTAL SERVICES - CONTINUED

funded by the surtax include FAU Research Boulevard, \$423,500; citywide pedestrian street lighting improvement, \$800,000; SE 13th Avenue bridge rehab, \$791,300 and Pioneer Grove roadway improvements, \$300,000.

Lastly, Mr. Santucci outlined the capital projects that will be funded by the General Fund: West Community Center improvements, \$580,800; roof replacements for the old school house, pier gazebo, and Mayo Howard Park, \$251,000; aquatic center roof replacement, 275,000; public safety master plan, \$600,000; fire station #75 generator replacement, \$120,000; Pioneer Park dock, rail, piling replacement, \$370,250; two (2) lifeguard towers, \$423,500; Mayo Howard parking lot improvements, \$154,000; middle school aquatic's parking lot improvements, \$100,000; and vehicle replacement, \$28,000.

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

Commissioner Hudak stated that the Palm Plaza and Cove parking lots are in dire need of maintenance and repairs and asked if those projects will be forthcoming. Further, he suggested that an itemized list of projects outlining their status be provided.

Priscilla Cygielnik, City Engineer, replied that over the next five (5) years, staff plans to identify one (1) critical parking lot per year; whereas, Palm Plaza has already been identified and estimated at \$100,000. Further, the Cove has a separate funding source, so it may be possible to complete concurrently; notwithstanding, the Cove was restriped last summer.

Commissioner Drosky asked for clarification on capital projects and their funding sources, as some of the operating budget totals do not match the capital program budget totals.

Mr. Santucci said he understands that some of the totals don't match the divisions, but staff wanted to assure that each capital project was outlined with the funding source; nevertheless, the projects can be realigned.

Commissioner Drosky suggested adding an additional column outlining which division the project coincides. Further, he said staff requested state funding for the Deer Creek drainage project, but it did not pass the legislature; therefore, he asked if it will be a city funded project.

Mr. Santucci said it is not outlined in the capital program budget; however, it will be a recommended project through the ARP (American Rescue Plan).

Mayor Ganz agreed with Commissioner Hudak that an itemized list of projects be provided.

In response to Mayor Ganz's question, Mr. Good replied that many of the projects are outlined in the five-year CIP.

Mayor Ganz suggested that those projects be incorporated into the budget, so the Commission can have a better understanding on how to prioritize projects moving forward.

Anthony Soroka, City Attorney, requested an executive session for two (2) litigation cases, City of Deerfield Beach vs. Kristina S. Clothier and City of Deerfield Beach vs. Kristina S. Clothier, et al.

ADJOURNMENT

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston, to adjourn the meeting at 9:57 p.m. Voice Vote:

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

Nays: 0

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk

**PLANNING AND ZONING BOARD
CITY OF DEERFIELD BEACH, FLORIDA
May 6, 2021
MEETING MINUTES**

A regular meeting of the Planning and Zoning Board of the City of Deerfield Beach, a municipal corporation of Florida, was called to order on the above date at 7:06 p.m. in the City Commission Chambers by Thomas Plaut, Chair.

ROLL CALL

Present: Thomas Plaut, Chair
Brian Bennett, Vice Chair
Michelle Balaun
Bridget Beckford
David Kurlander, Alternate - via Zoom
William Lane

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

Absent: Kanthiah Easwara Chandran, Alternate

PLEDGE OF ALLEGIANCE

SEATING OF ALTERNATES

None.

APPROVAL OF MINUTES OF PREVIOUS BOARD MEETING

Motion was made by Vice Chair Bennett and seconded by Mr. Lane to approve the minutes of April 1, 2021. The motion CARRIED by unanimous vote.

Stephen Graham, Assistant Director of Planning & Development Services, introduced David Kurlander, alternate member.

Thereafter, Mr. Kurlander provided a brief overview of his background and credentials.

OLD BUSINESS

None.

NEW BUSINESS**P.H. 2021-058: APPLICATION 88-RS7-3 REV.1 (PROJECT NAME: DEERFIELD CHURCH OF CHRIST)**

Applicant: **DEERFIELD CHURCH OF CHRIST, INC. REPRESENTED BY HENDRIK S. DEMELLO OF DEMELLO ARCHITECTURE, INC.**

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

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

SUMMARY BACKGROUND/EXPLANATION

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

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

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

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

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

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

Stephen Graham, Assistant Director of Planning & Development Services, provided a brief overview of the item. He advised that 123 notices were sent out; whereby, zero were returned and no letters of approval or denial were received.

Hendrik Demello, Demello Architecture, Inc., representing the applicant, provided a brief PowerPoint presentation.

Existing Conditions - Mr. Demello displayed an aerial location map of the existing conditions.

Proposed Conditions - Mr. Demello said the applicant purchased additional property, which was outlined in green. The site plan is being modified to add a congregational hall to the northeast corner of the existing building.

Proposed Site Plan and Landscape Plan - Mr. Demello displayed the site plan. The building shaded in dark grey represents the new addition and the existing church is shaded in light grey. The parking has already been designed; however, the applicant is submitting a proposal for grass parking. Further, the proposed landscape plan was displayed and meets all the code requirements.

Proposed Elevations - Mr. Demello displayed various renderings of the proposed elevations and advised that some of the windows on the westside of the existing building will be replaced.

Proposed Floor Plan - Mr. Demello displayed a photograph of the proposed floor plan. He stated that the bathroom area will be redesigned, and an office will be recreated on the existing building. Thereafter, various photographs of the current building were displayed. Mr. Demello stated that the existing building will be repainted, and the roof will be replaced to match the new building.

In response to Chair Plaut's question, Mr. Demello replied that the applicant is proposing dedication of five (5) feet of land along portions abutting SW 3rd Court, SW 2nd Avenue and SW 4th Street as right-of-way which is required by the City.

Mr. Graham stated that many of these older, originally platted parts of the City, the individual property lines run into the middle of the public right-of-way; so, when these type applications are submitted, the applicant does not have a development right to build on the road.

In response to Chair Plaut's question, Mr. Demello replied that the project will be completed within 5-6 months.

In response to Vice Chair Bennett's question, Mr. Demello replied that the additional parking will be grassed, whereas, the lines on the site plan are only there to represent the parking spaces and will not be paved.

Chair Plaut opened the public hearing; however, there was none to speak.

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

Motion was made by Ms. Beckford and seconded by Vice Chair Bennett to approve P.H. 2021-058: Application 88-RS7-3 Rev. 1, subject to staff comments. The motion CARRIED by unanimous vote.

P.H. 2021-059: APPLICATION 19-R-188 (PROJECT NAME: TALLMAN PINES)

Applicant: **BROWARD COUNTY HOUSING AUTHORITY REPRESENTED BY HOUSING TRUST GROUP, LLC**

Proposal: Rezoning application seeking approval to rezone the subject parcels from RS-4c (One-family detached dwelling district) and B-3c (Intense Commercial Business District) to PDD (Planned Development District).

Location: The properties are generally described as several parcels of land on PARCEL "A", TOGETHER WITH LOTS 1 THROUGH 42 OF, (JACK) HUMPHRIES VILLAS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 81, PAGE 9, and located at **500-730 NE 38th Ct, 501-731 NE 38th Ct., 500-750 NE 39th St., 3851 N Dixie Hwy.**

SUMMARY BACKGROUND/EXPLANATION

The applicant, Broward County Housing Authority, is requesting approval to rezone the subject parcels from RS-4c (One-Family Detached Dwelling District) and B-3c (Intense Commercial Business District) to PDD (Planned Development District). The existing zoning designation for the parcels are subject to Broward County Land Development Code. Rezoning the parcels would make the proposed development consistent with City zoning.

The applicant is proposing to rezone the parcels to accommodate 155 affordable housing units. Pursuant to *Section 98-68.-PDD, Planned Development District* of the Land Development Code, the rezoning request includes a statement of need, conceptual master plan, as well as proposed property development requirements for which the site development plan shall be in compliance.

The applicant has submitted a master conceptual plan that demonstrates development of the subject parcels into nine 1-story garden apartments for a total of 80 units, and one 8-story apartment building consisting of 75 units for senior housing. All units that are proposed will be for affordable and/or workforce housing. The master plan demonstrates a mix of units, including: 40 one-bedroom apartments, 35 two-bedroom apartments, 44 two-bedroom garden apartments, and 36 three-bedroom garden apartments, for a total of 155 units. A community building, playground, and dog park are also proposed.

The applicant is required by Code to enter into a Development Agreement with the City, which must be approved by City Commission as part of the rezoning.

Applicants for rezoning to PDD district must demonstrate, through a statement of need, that there are unique property characteristics that impede the development of the properties under strict application of the Code, development is apparent and will enhance economic development strategies of the City.

In 2019, the City Commission approved the applicant's request for allocation of 115 flex units for future affordable housing (Resolution 2019/127) to this project. The remaining flex units available to the City for future use after adoption of Resolution 2019/127 is 1,562 units.

The applicant is required to submit a subsequent site plan application for the proposed development subject to approval of the rezoning and development agreement by the City Commission.

A traffic impact study was submitted by the applicant for the proposed rezoning and all findings approved by the City's traffic engineering consultant. The proposed residential units are expected to produce 994 trips per day with 64 trips occurring during the AM peak and 78 trips occurring in the PM peak hour. The report has found project impacts to be minimal. Once the development is completed and occupied, the report advises the applicant contacts the County to review and optimize signal timing of area wide traffic signals, if required. This will be included in the review of the site plan application.

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

Stephen Graham, Assistant Director of Planning & Development Services, provided a brief overview of the item. Thereafter, he displayed a photograph of the proposed location. He advised that 169 notices were sent out; whereby, one (1) was returned, one (1) letter of denial was received and no letters of approval were received.

Dilia Tabora, Housing Trust Group, LLC, representing the applicant, provided a brief PowerPoint presentation.

General Location - Ms. Tabora provided a photograph of the property location, which is around nine (9) acres total.

PDD Purpose & Intent - Ms. Tabora stated that the PDD request would enable the efficient development of the property as residential parcels. Additionally, the site is separated by rights-of-ways with one (1) parcel having an irregular shape and currently encompassing two (2) different zoning classifications. Further, she said the PDD will allow for 155 new unit multi-family rental apartments to low-income families.

Main PDD Goals for the Neighborhood - Ms. Tabora said the Broward County Housing Authority has been working with the City on this application; therefore, feedback based on comments have been incorporated into the design. Thereafter, she outlined the PDD goals for the neighborhood that are non-negotiable: privacy along NE 39th Street, minimal visibility of parking areas, single-family compatibility for the villas, maximize green/open spaces and incorporate the Pioneer Grove design standards.

PDD Site Plan - Ms. Tabora stated that the project will be done in two (2) phases. Phase A will be comprised of nine (9) multifamily villas consisting of 80 units that will be two and three-bedrooms. Phase B is comprised of an 8-story building, consisting of 75 units and a parking garage.

PDD Statement of Need - Ms. Tabora outlined three (3) required elements for the PDD: the applicant is actively pursuing funding opportunities and has applied for financing to develop the proposed project; the residential units will increase the City's tax base and add housing opportunities for various income levels and age groups which would support the City's need for affordable and senior housing, ensuring residents have additional spending dollars to boost the local economy; and the unique combination of building types being proposed would not be easily achieved through the standard zoning district regulations.

PDD Development Agreement - Ms. Tabora listed the six (6) components that are being incorporated into the development agreement: additional landscaping and pedestrian connectivity within the site, as well as the existing bus stop on N. Dixie Highway; all 155 units will be affordable housing; the proposed site will obtain a green building certification, and will incorporate bioswales and landscape improvements. The applicant has selected quality materials which will add to the quality of the design by ensuring that the setbacks, heights and exterior style elements are aligned with the neighborhood; notwithstanding, there are no desirable site characteristics to preserve, besides the bus stop, which will be preserved; and two (2) public parklets are being proposed to provide places with shade and aesthetic landscaping, as well as private amenities for each of the two (2) residential buildings.

PDD Development Requirements Villas - Ms. Tabora stated that for Phase A, the villas portion of the PDD complies with all dimensional requirements as currently outlined in the RS-4c zoning regulations except for the setback on NE 38th Court. She explained that both sides of NE 38th Court are part of the development, so this setback does not affect neighbors.

PDD Development Requirements Multi-story - Ms. Tabora stated that for Phase B, the multi-story portion of the PDD complies with all dimensional requirements as currently outlined in the B-3c zoning regulations except for the setback at the corner of N. Dixie & NE 38th Court and the plot coverage. She explained that the setback will be reduced from 25 feet to 10 feet due to the irregular corner angles interfering with design efficiency to get the most usable area. The corner is the main entrance into the building, so having the building closer to the lot line is better for pedestrian conditions. Further, Ms. Tabora explained that the plot coverage will be increased from 35% to 65%. The 35% in B-3c is better suited for commercial uses where ground parking is expected; wherein, a parking garage for residents is being proposed which will allow the applicant to maximize residential areas.

PDD Development Requirements Parking - Ms. Tabora stated that the applicant is not requesting any parking deviations for the villas, as, the parking is over by 27 spaces; however, there will be a request to reduce the parking up to 25% for the multi-story units due to senior housing and bus stop location.

PDD Development Requirements Landscaping - Ms. Tabora stated that no changes are being requested to any landscape requirements and the multi-story building site meets the following Pioneer Grove standards: podium parking with high quality architectural screening and design, bioswales, pocket parklets, Edison lighting, and dark metals on trims. Thereafter, various photographs of the proposed development were displayed.

In response to Chair Plaut's questions, Ms. Tabora replied that she is new to this project and was only in attendance for one (1) community outreach meeting; however, others were done and the site plan was adjusted based on input. Further, she explained that there will be a privacy wall, as well as landscaping on NE 39th Street.

Mr. Graham reminded the Board that this is a conceptual master plan and will change throughout the process based on comments.

In response to Ms. Beckford's question, Ms. Tabora replied that this proposed development will not be Section 8 housing; however, there will be income restrictions.

In response to Vice Chair Bennett's question, Ms. Tabora replied that the neighbors' concerns consisted of privacy issues and assuring that the buildings within the site didn't look different than single-family.

In response to Ms. Balaun's question, Ms. Tabora replied that the villas are one-story.

In response to Chair Plaut's questions, Mr. Graham replied that this application is a request to rezone the property to the PDD zoning district, which will set the parameters that the site plan will need to follow; therefore, the rezoning will entitle development to the proposed height. He explained that the project has been conceptually designed to fit within those parameters. Further, the PDD requires that the applicant enter into a development agreement, which commits the applicant to do certain things based on the City's code. Mr. Graham explained that staff reviews the site plan to assure all requirements are met, and if they are not, the site plan cannot move forward. Lastly, he provided a brief example of the differences between a PDD and PUD.

Chair Plaut opened the public hearing.

Alan Westphal, 601 NE 38th Street, Deerfield Beach, submitted a letter of denial stating that he hopes this isn't another people packed high rise like others in the area. He said the streets, stores and parking lots are already overcrowded, and this development will make it even worse. Lastly, Mr. Westphal said the development of a few single-family homes would be a more viable option for this area.

Janorise Carter-Grant, 590 NE 38th Street, Deerfield Beach, explained that when she moved into the area, she anticipated that the vacant lot would eventually become single-family homes. She stated that she did not receive any notifications regarding any of the community outreach meetings. Furthermore, she spoke in support of affordable housing, as it is needed, but not for this area as the traffic is already horrific. Therefore, she opposes the proposed development.

Elizabeth Mitchell, 570 NE 38th Street, Deerfield Beach, stated that she, along with many of her neighbors, were unaware of this development until she received the notice from the City. She stated that the street is extremely quiet and consists of single-family homes, which she thought would remain. Ms. Mitchell spoke in opposition to the project as she wants developments that will bring people in who will make a financial investment to the neighborhood, not people who will come/go. Lastly, Ms. Mitchell shared the traffic issues she currently faces.

Lykeisha Sweeting-Scott, 581 NE 38th Street, Deerfield Beach, said the only notification she received was the notice by the City. She explained that there was low income housing in that area before, but it was torn down because of the many issues associated with the development; whereby, residents were under the impression that would not happen again, and single-family homes would eventually be built. Lastly, she expressed concerns with the current traffic and the additional traffic this development will bring.

Mireille Guirand, 591 NE 38th Street, Deerfield Beach, stated that this development will change the value of properties in the area. She explained that she chose this area because of its quietness and bringing in a development like this makes it seem like we are no longer wanted in the City. Further, she said this development will bring crime into the area and hopes the City will look elsewhere. Lastly, Ms. Guirand said she believes in the project, but not for their neighborhood; therefore, she opposes the project.

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

Ms. Balaun asked if there are lists outlining the number of attendees for each community outreach meeting.

Ms. Tabora replied that these meetings were not required by the City; therefore, they were not noticed the way the City provides notifications. Further, she clarified that the workshop she attended was in connection with the Tallman Pines Homeowner's Association and also involved the Sheriff. Lastly, she said there was a link to the presentation which outlined the participants.

Ms. Balaun asked if other locations were researched for the proposed development.

Ms. Tabora replied no. She explained that this development is owned by the Broward County Housing Authority and the purpose of these parcels aligns with this development. She explained this these parcels are HUD land, so it makes it difficult to develop anything else, which is why it's been vacant for so long.

After a brief discussion, it was clarified that the residents who spoke this evening are not a part of any homeowner's association.

Ms. Tabora stated that even if this application is approved, community outreach meetings will continue, and they can even incorporate charrettes.

Ms. Balaun stated that no one spoke against affordable housing, they just don't want it in this area. She explained that various issues were brought up and suggested that all concerns not only be addressed at these community meetings, but solutions be provided as well.

Ms. Tabora agreed and stated that the term public housing is misleading as it does not coincide with what is being proposed, as this proposed development has income requirements, whereby, public housing does not.

In response to Ms. Balaun's questions, Ms. Tabora replied that the rents range from \$600 - \$1100. Further, she stated that although she cannot address some of the concerns regarding parking and traffic, they will be addressed through guidelines established by the City or a traffic consultant. Additionally, she advised that management will be onsite, and these properties are owned in perpetuity; therefore, it is owned and operated by us.

In response to Mr. Lane's questions, Ms. Tabora replied that there will be cameras on the property for security measures and no on street parking.

In response to Chair Plaut's question, Mr. Graham replied that the intense commercial business is county zoning terminology; whereas, existing commercial development along that area is the commercial character of the area. He stated that the larger the parcel, the more that can be done on it. Additionally, in the back of the proposed development is RS-4c, which is single-family and currently, there are 42 existing lots. Thereafter, photographs were displayed of existing commercial developments near the proposed area.

Ms. Tabora clarified that the meetings were with the Tedder of Tallman Pines neighborhood watch.

Vice Chair Bennett said although the applicant's representative is doing a great job, he is shocked that there is not more representation present with a project of this size. He is also shocked that the applicant has not received any other push back from the community besides the people who spoke tonight.

Ms. Tabora stated that she cannot speak on behalf of everyone, but the people who she met with had no objections. Thereafter, the site plan was displayed. She explained that the westside of their building will face their development. Further, she said the building is under 80 feet and consists of eight (8) floors, three (3) of which are podium parking.

Vice Chair Bennett said if this application is approved, the applicant will have the ability to build the eight-story building on that entire area and nothing can stop it.

Ms. Tabora said that is incorrect. Both phases have different requirements which are outlined in the development agreement, as well as other documents. Moreover, Phase A cannot be above 35 feet.

In response to Vice Chair Bennett's comment, Anthony Soroka, City Attorney, replied that Ms. Tabora's statement regarding Phase A is accurate. He explained that because the PDD requires a development agreement, it allows the City to have more control during the rezoning stage.

Vice Chair Bennett said he would be more amenable to the villas as they mirror single-family homes; however, this proposed development is huge and does not fit with the area. Thereafter, he continued to express concerns regarding the development, density, traffic, etc. He said although the concerns he mentioned are not being discussed at this time, they will be major issues in the future; therefore, he cannot approve this project.

Ms. Tabora said traffic studies will be performed; nevertheless, this project has been ongoing and feels that the applicant has shown good faith efforts by making changes based on feedback. Further, she stated that the application meets the Pioneer Grove standards for new development which is wanted along north Dixie Highway. Ms. Tabora said all the units are facing north Dixie Highway and none of them overlook the westside of the building. She said this project has been in the works for a while and city staff has assured that the application follows all codes and guidelines. Lastly, she is open to providing more outreach to the community.

Vice Chair Bennett understands that staff must perform their due diligence before it comes to the Board, but he is not convinced of approving the rezoning as PDD.

In response to Ms. Balaun's question, Mr. Graham replied that the Board has three (3) options, recommend approval, recommend approval with recommendations or recommend denial. Thereafter, he outlined the process once the Board makes their recommendation. He also stated that the Board can table the application, so the applicant can address the concerns mentioned or provide additional community outreach.

Vice Chair Bennett said a positive outcome with a PDD is that the City does have more control, but will the applicant be receptive; nevertheless, where this application stands now, he cannot approve it as there are too many conditions needed.

Mr. Soroka clarified that should the Board decide to table or defer the application, the applicant has a right to receive a decision from this board within 45 days of newspaper publication; however, the applicant can choose to waive that requirement.

Ms. Tabora asked that the Board review other developments, so they can see that the applicant builds market rate properties.

In response to Mr. Lane's questions, Ms. Tabora replied that the number of flex units were allocated through a resolution from the City. Further, she said their developments are usually 100 units per phase, whereby, this is a smaller development.

Mr. Lane spoke in opposition to the height and number of units and suggested making it smaller. He asked why single-family homes cannot be built.

There were various responses; ultimately, it is because of the shape of the land.

In response to Ms. Beckford's question, Ms. Tabora replied that the applicant has over 40 properties in Florida; she then listed some of the properties.

Thereafter, there was a brief discussion regarding affordable housing and how the ownership of the land works.

In response to Ms. Balaun's question, Mr. Soroka replied that the ad ran on April 23rd and the next meeting is June 3rd; therefore, it is within the 45 days, so the Board has the option to table the item.

Vice Chair Bennett said numerous applications have been brought before the Board with the community's support and unfortunately, this is not the case with this application.

Ms. Tabora said previously there was a five-story building, which also received pushback; therefore, she is unsure that height is really the issue.

Vice Chair Bennett provided examples of other projects that have been brought before the Board which have provided a huge amount of community outreach.

Motion was made by Vice Chair Bennett and seconded by Ms. Balaun to approve P.H. 2021-059: Application 19-R-188. YAYS: None. NAYS: Ms. Balaun, Ms. Beckford, Mr. Lane, Vice Chair Bennett and Chair Plaut. *Motion failed 5-0.*

Motion was made by Vice Chair Bennett and seconded by Ms. Beckford to deny P.H. 2021-059: Application 19-R-188. The motion CARRIED by unanimous vote.

P.H. 2021-060: PROPOSED LAND DEVELOPMENT CODE AMENDMENT

Applicant: **CITY OF DEERFIELD BEACH**

Proposal: Proposed amendment to Section 98-103 of the Deerfield Beach Land Development Code pertaining to Reasonable Accommodation regulations and procedures.

Stephen Graham, Assistant Director of Planning & Development Services, provided a brief overview of the item. Thereafter, he presented a brief PowerPoint presentation.

Reasonable Accommodations - Mr. Graham explained that reasonable accommodations are accommodations made to the City's land use/zoning regulations to address the needs of persons with disabilities. Reasonable accommodations are required by Federal Law, namely the Fair Housing Amendments Act (FHA) and the Americans with Disabilities Act (ADA). He stated that Section 98-103 of the City Land Development Code refers to the reasonable accommodation procedures. Currently, reasonable accommodation requests are processed through the Planning & Zoning Division, require a public hearing and are decided by a hearing officer. Lastly, he said appeals can be made to the City Commission, which is one of the proposed changes.

Summary of Proposed Amendments - Mr. Graham said the proposed amendments include additional application requirements, which he outlined: agent authorization letter - 98-103(b)(2); disclosure of ownership interest and consent of property owners - 98-103(b)(3); description of existing use on property - 98-103(b)(4); reason the accommodation is necessary and provide director to request other relevant information to evaluate request - 98-103(b)(6); relocates text for housing related to one sub-section - 98-103(b)(7); deleting redundant text regarding how notice of determination is given, which is included in sub-section (f) - 98-103(d); add requirement that an applicant must show the request constitutes the minimum necessary - 98-103(e); and add requirement that the hearing officer's finding includes consideration for a site specific assessment of the property at which is to be located - 98-103(e)(3).

Continuing, Mr. Graham explained that 98-103(f) will add new text to provide greater clarity regarding determination: applies only to the applicant; accommodation ceases if applicant is no longer living/operating at the location; notice of determination to be sent certified mail, which

was relocated from sub-section d; applicant can no longer appeal a determination to the City Commission; and appeal provisions for the City and applicant are not to the circuit court in and for Broward County, Florida, in accordance with the Florida Rules of Appellate procedure.

Furthermore, Mr. Graham said changes will also be made to 98-103(k) - recertification. The applicant will no longer be required to go through the same hearing and application process as the original request for annual recertification. Instead, the applicant will be required to submit an annual recertification affidavit to the City that certifies there are no material changes to the underlying facts and circumstances that served as the basis for the reasonable accommodation order. Lastly, he stated that any material changes to the underlying facts and circumstances that serve as the basis for the original reasonable accommodation order shall result in the revocation of the approved reasonable accommodation.

In response to Chair Plaut's question, Mr. Graham replied that the hearing officer is not a city employee, but a city appointed independent attorney.

Chair Plaut opened the public hearing; however, there were none to speak.

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

In response to Vice Chair Bennett's question, Mr. Graham replied that recertification will be an honor system but can also be enforced; nevertheless, the affidavit is a legal document that they must attest is true and correct.

Motion was made by Ms. Beckford and seconded by Vice Chair Bennett to approve P.H. 2021-060: Proposed Land Development Code Amendment. The motion CARRIED by unanimous vote.

STAFF REPORT

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

CHAIRMAN'S REPORT

Chair Plaut suggested moving the July 1st meeting to July 8th.

Motion was made by Ms. Beckford and seconded by Vice Chair Bennett to move the July 1st meeting to July 8th. The motion CARRIED by unanimous vote.

MEMBERS' REPORTS

None.

ADJOURNMENT

Motion was made by Ms. Balaun and seconded by Vice Chair Bennett to adjourn the meeting at 9:03 p.m. The motion CARRIED by unanimous vote.

Thomas Plaut, Chair
Planning and Zoning Board

**PLANNING AND ZONING BOARD
CITY OF DEERFIELD BEACH, FLORIDA
June 3, 2021
MEETING MINUTES**

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

ROLL CALL

Present: Thomas Plaut, Chair
Michelle Balaun
Bridget Beckford
Kanthiah Easwara Chandran, Alternate
David Kurlander, Alternate
William Lane

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

Absent: Brian Bennett, Vice Chair

PLEDGE OF ALLEGIANCE

SEATING OF ALTERNATES

Mr. Chandran replaced Vice Chair Bennett, who was not in attendance.

OLD BUSINESS

None.

NEW BUSINESS

P.H. 2021-073: APPLICATION 20-12-07 (PROJECT NAME: A ALLIGATOR SEPTIC & DRAIN)

Applicant: **A BROWARD COUNTY LLC REPRESENTED BY GUSTAVO CARBONELL.**

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

Location: The property is generally described as a parcel of land on YORK CHASE RONTOL 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**

SUMMARY BACKGROUND/EXPLANATION

The applicant, A Broward County LLC, is requesting approval of a major site plan application to construct a 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, 2,618 square foot mezzanine for equipment storage, and 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 include 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 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 Division is unaware of any historical significance of the property or prior historical activities associated with the site.

Eric Power, Director of Planning & Development Services, provided a brief overview of the item.

Gus Carbonell, 1457 NE 4th Avenue, Fort Lauderdale, representing the applicant, provided a brief PowerPoint outlining the project, which included an aerial view showing the site location and site plan. He stated that there are 30 parking spaces onsite for employees; whereby, public communication is done via telephone and/or online. Currently, there are only eight (8) trucks but enough space to allow for future expansion of 12. He explained that there is a bay at the rear of the building to wash the trucks and any waste pumped will not be disposed onsite, but at Broward County facilities. The front of the building, facing the right-of-way, will have store front type glass consisting of the administrative offices. Thereafter, photographs of the proposed building were displayed. Mr. Carbonell explained that the parking spaces will be further away from the building, so additional landscaping can be installed.

In response to Mr. Chandran's questions, Mr. Carbonell replied that the owner of the land is A Broward County, LLC and the company name is A Alligator Septic & Drain, which are all the same owners. He stated that there are (3) oversized access doors that will accompany two (2)

trucks coming in at the same time, there is another overhead door that will be used for private parking by the owners and lastly, the door at the far rear is the truck washing bay.

In response to Mr. Chandran's question, Mr. Power replied that the three (3) access points Mr. Carbonell is referring to are off property.

Mr. Carbonell stated that there are only (2) access points, one at the end of the cul-de-sac and one just before the cul-de-sac. Further, he said all the driveways are two-way to meet the fire department's requirement for turnaround.

In response Mr. Chandran's question, Mr. Power replied that the civil set of plans comes after City Commission approval of the site plan.

Chair Plaut opened the public hearing; however, there was none to speak.

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

In response to Chair Plaut's question, Mr. Carbonell replied that the applicant will adhere to the three (3) conditions outlined in the application. Further, he stated that the building will be conventional construction.

Motion was made by Mr. Chandran and seconded by Mr. Lane to approve P.H. 2021-073: Application 20-12-07, subject to staff comments. The motion CARRIED by unanimous vote.

P.H. 2021-074: APPLICATION 12-12-02 REV.2 (PROJECT NAME: WASTE CONNECTIONS OF FLORIDA, INC.)

Applicant: **WASTE CONNECTIONS OF FLORIDA, INC. REPRESENTED BY CARLOS GONZALEZ OF CRAIN ATLANTIS ENGINEERING, INC.**

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

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

SUMMARY BACKGROUND/EXPLANATION

The applicant, Waste Connections of Florida, Inc., is seeking approval of a major site plan application for an addition of a new 19,500 square foot transfer station, 3,910 square foot maintenance building, and 5,998 square foot ancillary scalehouse and office building. The lot containing the existing construction and debris waste transfer facility will be combined with the adjacent vacant parcel to the south to develop the new buildings and expand operations.

The existing waste transfer station facility was approved in 2006 under Site Plan No.06-M4c-24. In 2013, Revision 1 of the site plan was approved to expand the existing facility to the adjacent parcel to the south and construct a 15,000 square foot processing building, which was never constructed and has since expired. This application (No. 12-I2-02 Rev. 2) is the second revision of the site plan, which also includes combining the adjacent property to the south. The proposed expansion will allow the facility to increase operations to meet current waste and recycling demand. Apart from the area designated to store site equipment and garbage containers, existing and future operations are conducted fully within the open-air transfer buildings which are enclosed on all sides with large overhead doors.

A traffic impact analysis was submitted for the proposed expansion to the existing development and all findings were approved by the City's traffic consultant.

The Community Appearance Board approved the application on April 28, 2021.

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

Eric Power, Director of Planning & Development Services, provided a brief overview of the item.

George Balaban, 8201 Peters Road, Suite 2200, Plantation, representing the applicant, provided a brief PowerPoint presentation.

Location Map - Mr. Balaban displayed an aerial photograph of the site location, which is just west of Powerline Road on the north side of Wiles Road, along SW 43rd Terrace.

Aerial Location Map with Existing Conditions - Mr. Balaban stated that the existing Waste Connections facility is outlined in blue, with the proposed facility outlined in green. Thereafter, a photograph of the proposed site on an aerial map was displayed.

Site Plan - Mr. Balaban displayed the site plan. The existing building is located on the north side and has a six-foot wall and four-foot berm behind it, with a fence surrounding the entire property. He explained that Building 1 is a 19,000 square foot transfer station; Building 2, which will be built in Phase 2 of the development, is the maintenance building; and Building 3 will be the scalehouse/office, which will be about 6,000 square feet. Thereafter, a photograph of the site plan was displayed.

Truck Circulation Route - Mr. Balaban displayed a photograph of the truck circulation route and advised that there are two (2) access points on this property. He explained that the southern most access point is ingress only and the northern access point is ingress/egress. Thereafter, he provided a brief example of how trucks will enter/exit the property.

Setback Measurement - Mr. Balaban stated that the existing building is around 1400 linear feet from Independence Bay.

Building Elevations - Mr. Balaban displayed various photographs of the proposed and existing elevations. He explained that Buildings 1 and 2 will be metal with a standing seam metal roof and Building 3 will be concrete block with stucco. Thereafter, photographs of the proposed facilities looking south from Independence Bay were displayed.

In response to Chair Plaut's question, Mr. Balaban replied that the hours of operation are from 6:00 a.m. to 6:00 p.m.; however, if there is a special request from the City, the hours will be extended as the applicant has been a provider to the City since 2013.

In response to Chair Plaut's question, Mr. Power replied that staff is requesting that all projects on this street have a traffic analysis for the trucks to ensure that the street and facilities are properly maintained. Further, he explained that this application does not meet the threshold of 500 trips, so a traffic study was not needed, only a traffic analysis.

Mr. Balaban stated that the applicant has agreed to conditions 3-5. There are two (2) parts to condition 1, which consist of daily sweeping along the entire length of SW 43rd Terrace and Wiles Road. Currently, Waste Connections performs daily sweeps on SW 43rd Terrace, but Waste Management performs daily sweeps to Wiles Road, which is part of their responsibility with the County. Lastly, he stated that the applicant already addressed condition 2, which consisted of road improvements, last year in conjunction with Waste Management.

Mr. Power explained that the conditions are similar to those of previous projects; whereby, the applicant or their association is required to perform the work on the private roadways. Thereafter, he read an excerpt from the application outlining the execution of a binding agreement with the association and their responsibilities for the roadway. Moreover, he concurred that the maintenance is monitored and enforced by Code Enforcement.

In response to Mr. Lane's question, Mr. Balaban replied that the private roadways can be utilized by anyone but are essentially maintained by private properties.

In response to Mr. Chandran's question, Mr. Power replied that the City is following the County's guidelines regarding new buildings receiving their certificate of occupancy. Also, Broward County does routinely check traffic signals, but he is unsure of their schedule.

Chair Plaut opened the public hearing; however, there was none to speak.

Motion was made by Ms. Balaun and seconded by Mr. Chandran to close the public hearing. The motion CARRIED by unanimous vote.

Motion was made by Ms. Beckford and seconded by Ms. Balaun to approve P.H. 2021-074: Application 20-12-02 Rev. 2. The motion CARRIED by unanimous vote.

P.H. 2021-075: APPLICATION LUPA #65A

Applicant: **G&C HILLSBORO INVESTORS, LLC REPRESENTED BY DENNIS MELE, ESQ. OF GREENSPOON MARDER, LLP**

Proposal: Large Scale Land Use Plan Amendment to change the City of Deerfield Beach Future Land Use designation on three (3) parcels totaling 16.5 gross acres from Commercial to Medium-High (25) Mixed Use-Residential (21.82 du/ac).

Location: The property is generally described as a portion of Tract A, "Hillsboro-95 Office Park," according to the Plat thereof, as recorded in Plat Book 105, Page 30, of the Public Records of Broward County, Florida, together with Tract 1, "Crocker South," according to the Plat thereof, as recorded in Plat Book 122, Page 8, of the Public Records of Broward County, Florida, together with a portion of the South ½ of Government Lots 2 and 3, in the Southeast ¼ of the Northwest ¼ of Section 1, Township 48 South, Range 42 East, more particularly described in the file, and located at **600 & 700 W. Hillsboro Boulevard**.

The applicant, G&C Hillsboro Investors, LLC, is seeking approval for a large scale Land Use Plan Amendment (LUPA) to change the City of Deerfield Beach Future Land Use designation on three (3) parcels totaling 16.5 gross acres from Commercial to Medium-High (25) Mixed Use-Residential (21.82 du/ac).

The request is to amend the City's Future Land Use Map to change the designation of approximately 16.5 gross acres of land on the south side of Hillsboro Boulevard, between Interstate I-95 on the west and SW Natura Boulevard on the east. The parcels are zoned B-2 (Highway Business) and located within the Pioneer Grove Special Architectural District. The subject properties are currently utilized as office.

Pursuant to the Future Land Use Element of the Comprehensive Plan, the Medium-High Mixed Use – Residential designation permits up to 25 dwelling units per acre and a floor area ratio (FAR) of 2.0 for combined residential and nonresidential development. A minimum of two (2) uses are required for the development and a minimum percentage of 10 percent for any one use. Residential development is a required use. All uses which are permitted under the Residential, Commercial, Commercial Recreation, Community Facilities land use designations designation may be applied within the Mixed Use – Residential category, consistent with Planned Development District zoning.

The LUPA analysis submitted by the applicant demonstrates compliance with the requirements of the Future Land Use Element, proposing 21.82 dwelling units per acre (total of 360 multi-family units) and a maximum of 242,000 square feet of office use, for a combined residential and nonresidential FAR of 1.16. The residential and nonresidential uses are proposed to be approximately 38 and 19 percent of the total site area (net), respectively, in compliance with the proposed Future Land Use Element limitations.

A conceptual site plan is included with the application for information purposes, although submittal of a site plan application and staff review comments are not required at this stage. The residential building is proposed on the conceptual plan as eight (8) stories with an adjacent 7.5 level parking garage for the portion of property along Hillsboro Boulevard. The conceptual plan also demonstrates a total of four (4) existing and proposed office buildings and garage (existing).

As part of the requirements of the LUPA, the applicant is required to submit a traffic analysis for the change in land use, which is attached as Exhibit J. Additional traffic impact studies will be

required as part of the rezoning and site plan as noted in the comments. Additionally, the applicant has submitted an affordable housing analysis as Exhibit N of the application.

Separate applications for plat note amendment, rezoning and site plan approvals will be required, in addition to this Land Use Plan Amendment application, which will provide further details with respect to the design, layout and density of the proposed development parcel. The applicant will be required to demonstrate compliance with Future Land Use Element Section 2.6.1 *Permitted Uses in the Future Land Use Categories, Mixed Use – Residential*, subsection b. Design Guidelines at the time of rezoning and site plan submittal. Formal comment and review of the rezoning and site plan will be required upon submittal of the applications.

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

Eric Power, Director of Planning & Development Services, provided a brief overview of the item.

Dennis Mele, Greenspoon Marder, LLP, representing the applicant, provided a brief PowerPoint presentation.

Location Map - Mr. Mele outlined the site location, located on the southeast corner of Hillsboro Boulevard and I-95 and along Natura Boulevard.

Existing Future Land Use Plan Designation - Mr. Mele said currently the property has a land use designation of commercial.

Proposed Future Land Use Plan Designation - Mr. Mele stated that the proposal is to change the land use designation to medium-high (25) mixed use - residential, which is usually 25 units per acre; however, the actual density will be 21.82.

Compliance with Comprehensive Plan Requirements - Mr. Mele outlined the requirements for the proposed medium-high (25) mixed use category: up to 25 residential dwelling units/acre; minimum of two (2) land uses and one is required to be residential; and there must be a floor area ratio of 2.0 for combined residential and nonresidential development. Mr. Mele stated that the proposed plan complies with all criteria.

Conceptual Master Plan - Mr. Mele displayed a photograph of the conceptual master plan. Thereafter, he explained the necessary steps prior to approving the site plan. Mr. Mele said once the LUPA is approved, the applicant will request rezoning and amending the site plan and plat. Further, he said the office building that is currently on the property will be removed and replaced with the residential building outlined in lavender. The other two (2) office buildings, outlined in yellow, will remain but will be maintained and upgraded. Further, he advised that two (2) new office buildings will be added to the site and one of the new office buildings will be built on top of the existing parking garage. The other new office building is located near SW Natura Boulevard. Upon completion of redevelopment, the actual office square footage on the property will increase by about 30,000 square feet. Mr. Mele explained that all the driveways and parking provide cross access between the development and hotel.

Amenities - Mr. Mele displayed photographs of the various amenities, pool, recreational space, green space, dog park, etc. Thereafter, photographs of residential and office buildings done by the architect were displayed. Further, Mr. Mele advised that the applicant hosted community meetings, and provided a brief overview of the process for the land use plan amendment.

In response to Chair Plaut's question, Mr. Power replied that this development is within the Pioneer Grove architectural standards, not within the Pioneer Grove District; therefore, the applicant must meet the design guidelines.

In response to Mr. Chandran's question, Mr. Power replied that a traffic analysis was performed for the LUPA, and another one will be completed with the site plan.

Mr. Mele reiterated that a traffic study was completed for the land use amendment, which compared what would be allowed under the current land use designation versus the proposed and allowed for traffic condition recommendations by staff. Further, he stated that the traffic analysis will be more detailed during the rezoning and site plan.

Mr. Power said staff is aware of the traffic concerns and will assure the applicant is doing what is necessary to address.

Mr. Chandran spoke in support of the mixed-use development.

In response to Mr. Lane's question, Mr. Power replied that the City's code requires that notifications be provided to every property owner within 500 feet of the development, as well as a sign displayed onsite. Thereafter, he displayed a map of the boundaries and said 64 notices were sent out.

In response to Chair Plaut's questions, Mr. Power replied that zero letters were returned. Additionally, he said the impact fee must be paid once the applicant applies for the first residential building permit.

Chair Plaut opened the public hearing; however, there was none to speak.

Motion was made by Ms. Balaun and seconded by Mr. Chandran to close the public hearing. The motion CARRIED by unanimous vote.

Chair Plaut spoke in support of the project and thanked City staff for all their hard work with each application that is brought forward.

Mr. Chandran suggested that the applicant devise a mechanism to accommodate those who live and/or work in the complex or City.

Mr. Power said Mr. Chandran might have been referring to an opportunity for offices and property owner to possibly offer housing incentives for anyone working on the property which may be a good opportunity to retain employees.

Mr. Mele said the applicant wants the offices and residential developments to be successful and would love for people who work in the City to live here as well and vice versa.

In response to Chair Plaut's question, Mr. Mele replied that not only are there BCT bus routes, but the Tri-Rail shuttle is also offered which has had a positive impact on the Fairway Business Park and others. The applicant believes it will also have a positive impact on this development.

Motion was made by Ms. Beckford and seconded by Ms. Balaun to approve P.H. 2021-075: Application LUPA #65A, subject to staff comments. The motion CARRIED by unanimous vote.

STAFF REPORT

July Board Meeting - Eric Power, Director of Planning & Development Services, reminded the Board that the next meeting is July 8th; however, no applications have been submitted thus far. Therefore, no meeting will be held in July. He also thanked the Board for the accolades.

Broward MPO Grant - Mr. Power said the City was awarded a grant from the Broward MPO as part of a pilot program that provides pedestrian and bicycle mobility improvements to NE 3rd Avenue, from Sample Road, north to 44th Street. He said these improvements are needed, as the area is surrounded by four (4) schools and has a high bus traffic route. Mr. Power said there is an in-person workshop at the Highlands Community Center on June 5th at 9:30 a.m., whereby, a presentation will be provided, and public input is highly encouraged. There will also be a walk of the area, which will start at the community center and go along 3rd Avenue. For those who cannot attend in person on June 5th, there will be a virtual workshop on June 9th at 5:30 p.m.

In response to Chair Plaut's question, Mr. Power replied that the grant is between Broward County and the Metropolitan Planning Organization.

In response to Ms. Beckford's question, Mr. Power replied that the improvements are intended to benefit pedestrian and bicycle mobility; therefore, there will be improvements to crosswalks, stop signs, etc.

CHAIRMAN'S REPORT

None.

MEMBERS' REPORTS

None.

ADJOURNMENT

Motion was made by Ms. Balaun and seconded by Mr. Chandran to adjourn the meeting at 8:02 p.m. The motion CARRIED by unanimous vote.

Thomas Plaut, Chair
Planning and Zoning Board



City Commission Meeting - August 17, 2021

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, August 17, 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 17, 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 17, 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 17, 2021.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/84601929892?pwd=M1dhMy80YkthelRhdlRbHZEM0V2UT09>
 - 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: 846 0192 9892#, Participant ID: #, Passcode: 075892#

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 17, 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. 2021-844

Agenda Date: 8/17/2021

Status: PUBLIC HEARINGS - FIRST
READING

In Control: City Commission

Title

P.H. 2021-101: ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 11.95 GROSS ACRES LOCATED AT 500-730 NE 38TH COURT, 501-731 NE 38TH COURT, 500-750 NE 39TH STREET AND 3851 N. DIXIE HIGHWAY FROM ONE-FAMILY DETACHED DWELLING DISTRICT (RS-4c) AND INTENSE COMMERCIAL BUSINESS DISTRICT (B-3c) TO PLANNED DEVELOPMENT DISTRICT (PDD) (APPLICATION 19-R-188); PROVIDING FOR A MAXIMUM OF 155 DWELLING UNITS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set second public hearing for September 13, 2021

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Current Activity

The applicant, Broward County Housing Authority, is requesting approval to rezone the subject parcels from RS-4c (One-family detached dwelling district) and B-3c (Intense Commercial Business District) to PDD (Planned Development District). The existing zoning designation for the parcels are subject to Broward County Land Development Code and rezoning the parcels would make consistent with City zoning. The applicant is proposing to rezone the parcels to accommodate 155 affordable housing units.

Pursuant to *Section 98-68.-PDD, Planned Development District* of the Land Development Code, the rezoning request includes a statement of need, conceptual master plan, as well as proposed property development requirements for which the site development plan shall be in compliance. The applicant has submitted a master conceptual plan that demonstrates development of the subject parcels into nine 1-story garden apartments for a total of 80 units, and one 8-story apartment building consisting of 75 units for senior housing. There are a mix of unit-types proposed, including: 40 one-bedroom apartments, 35 two-bedroom apartments, 44 two-bedroom garden apartments, and 36 three-bedroom garden apartments, for a total of 155 units. All units that are proposed will be affordable and/or workforce housing. A community building, playground, and dog park are also proposed on the plans.

The applicant is required by Code to enter into a Development Agreement with the City, which must be approved by City Commission as part of the rezoning. The Development Agreement will be heard as a separate item at the second reading of the rezoning.

In 2019, the City Commission approved the applicant's request for allocation of 115 flex units for future affordable housing (Resolution 2019/127) for this project. The remaining flex units available to the City for future use after adoption of Resolution 2019/127 is 1,562 units.

A traffic impact study was submitted by the applicant for the proposed rezoning and all findings approved by the City's traffic engineering consultant.

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

On May 6, 2021, Planning and Zoning Board voted to recommend denial of the application to the City Commission.

Following the Planning and Zoning Board meeting, the applicant held two additional community meetings on June 9 and July 12, 2021 to expand their public outreach efforts and obtain more input from surrounding residents. A third meeting was scheduled for August 2, 2021.

The applicant has requested the rezoning application proceed to City Commission for hearing.

ORDINANCE NO. 2021/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 11.95 GROSS ACRES LOCATED AT 500-730 NE 38TH COURT, 501-731 NE 38TH COURT, 500-750 NE 39TH STREET AND 3851 N. DIXIE HIGHWAY FROM ONE-FAMILY DETACHED DWELLING DISTRICT (RS-4c) AND INTENSE COMMERCIAL BUSINESS DISTRICT (B-3c) TO PLANNED DEVELOPMENT DISTRICT (PDD) (APPLICATION 19-R-188); PROVIDING FOR A MAXIMUM OF 155 DWELLING UNITS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission, as the governing body of the City of Deerfield Beach, Florida, pursuant to the authority in Chapter 163 and Chapter 166, Florida Statutes, and the City of Deerfield Beach Code of Ordinances, is authorized and empowered to consider applications related to zoning and land development orders; and

WHEREAS, the Broward County Housing Authority (the “Applicant”) has applied for a rezoning of approximately 11.95 gross acres of land consisting of several parcels generally described as PARCEL "A", TOGETHER WITH LOTS 1 THROUGH 42 OF (JACK) HUMPHRIES VILLAS, according to the plat thereof as recorded in Plat Book 81, Page 9 and located at 500-730 NE 38th CT, 501-731 NE 38 CT, 500-750 NE 39th ST., and 3851 N Dixie Highway, Deerfield Beach, Florida, (collectively, the “Property”) from One-Family Detached Dwelling District (RS-4c) and Intense Commercial Business District (B-3c) to Planned Development District (PDD) (the “Rezoning”); and

WHEREAS, as required by Section 98-68 “PDD, planned development district” of the City’s Land Development Code (the “Code”), the Rezoning application includes a statement of need, conceptual master plan, and proposed property development requirements and is subject to execution of a Development Agreement in compliance with the Code; and

WHEREAS, the proposed use on the Property is 155 residential affordable or workforce housing dwelling units; and

WHEREAS, Applicant has submitted a master conceptual plan that demonstrates development of the Property into nine 1-story garden apartments for a total of 80 units, and one 8-story apartment building consisting of 75 units for senior housing, with a community building, playground and dog park (the “Development”); and

WHEREAS, in 2019, the City Commission approved the Applicant’s request for allocation of 115 flex units for affordable housing (collectively, the “Flex Units”) via Resolution 2019/127; and

WHEREAS, the Deerfield Beach Planning and Zoning Board reviewed the Rezoning application on May 6, 2021, as required by Florida Statutes, and recommended denial; and

WHEREAS, the notice and hearing requirements have been satisfied; and

WHEREAS, the City Commission has considered the evidence and testimony presented by the Applicant and other interested parties, and the criteria in Section 98-68(g) of the Code, and the recommendations of the various City of Deerfield Beach review agencies and staff; and

WHEREAS, the City Commission has determined that the proposed Rezoning, with the allocation of the Flex Units, is consistent with the City of Deerfield Beach Comprehensive Plan designation of Residential Low (5 dwelling units/acre) and Commercial for the Property; and

WHEREAS, the City Commission of the City of Deerfield Beach finds it in the best interest of the City to Rezone the Property to Planned Development District (PDD).

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. The Rezoning of the Property from One-Family Detached Dwelling District (RS-4c) and Intense Commercial Business District (B-3c) to Planned Development District (PDD) is hereby approved, subject to the following conditions all of which shall be satisfied by the Applicant prior to the issuance of any building permit: (i) the conditions set forth in the DRC report, dated April 16, 2021, and (ii) execution, and the recording in public record, of a Development Agreement, in a form approved by the City Attorney, in compliance with Section 98-68 of the Code and providing at a minimum for all of the following:

1. Construction of up to 155 affordable residential units in up to two (2) phases, with Phase I consisting of the one story villas / garden apartments (up to 80 units) and Phase 2 consisting of senior housing (up to 75 units).
2. The Developer shall commit all residential units on the Property as affordable housing units, with all such units memorialized by a Restrictive Covenant, which shall be recorded prior to issuance of the first building permit for a residential unit in the Development.
3. As part of the site plan application, the Developer shall be required to work with all utility providers to ensure existing and required infrastructure is incorporated in the Development.
4. The design elements, including landscaping and architecture, shall adhere to the City’s Pioneer Grove Design Standards. Such design shall also include opportunities to increase pedestrian connectivity with the surrounding neighborhood and within the Property itself.
5. Provision of a minimum of two parklets at the corners along NE 8th Avenue, each approximately 2,500 square feet in area and to provide places with shade and aesthetic landscaping for the neighborhood’s pedestrian traffic. The Developer and City staff will determine the final uses and features to be included in these parklets through the site plan approval process.
6. In the villas/garden apartments portion of the Property, the Developer shall provide recreational amenities in the form of a multi-purpose clubhouse (approximately 3,500 square feet), a dog park, and a playground for its residents. In the senior housing

apartments, the recreational amenities shall be provided within the building and include: a clubhouse room, fitness center, and outdoor deck at the fourth-floor level.

7. The Developer, or its management agent, shall take on all ownership and maintenance responsibilities for the parklets and all recreational amenities for the Development.
8. The Developer shall enter into a shared use parking agreement between the two development phases that will include a provision that at least five (5) parking spaces on the villas/garden apartments site be reserved for employees of the senior housing phase and their related visitors (i.e. inspectors, compliance officers, etc). Such agreement shall be recorded in the public record prior to the issuance of the first building permit for the first residential unit in the first phase of the Development.
9. Compliance with the PDD property development regulations approved as part of this Rezoning application and that are specific to this Property.

Section 3. All sections or parts of the City Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 4. Should any section or provision of this ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

Section 5. This Ordinance shall be in full force and effect immediately upon its passage and adoption on second reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2021

PASSED 2ND READING ON THIS ____ DAY OF _____, 2021

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



PUBLIC HEARING NOTICE

August 10, 2021

Dear Property Owner:

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

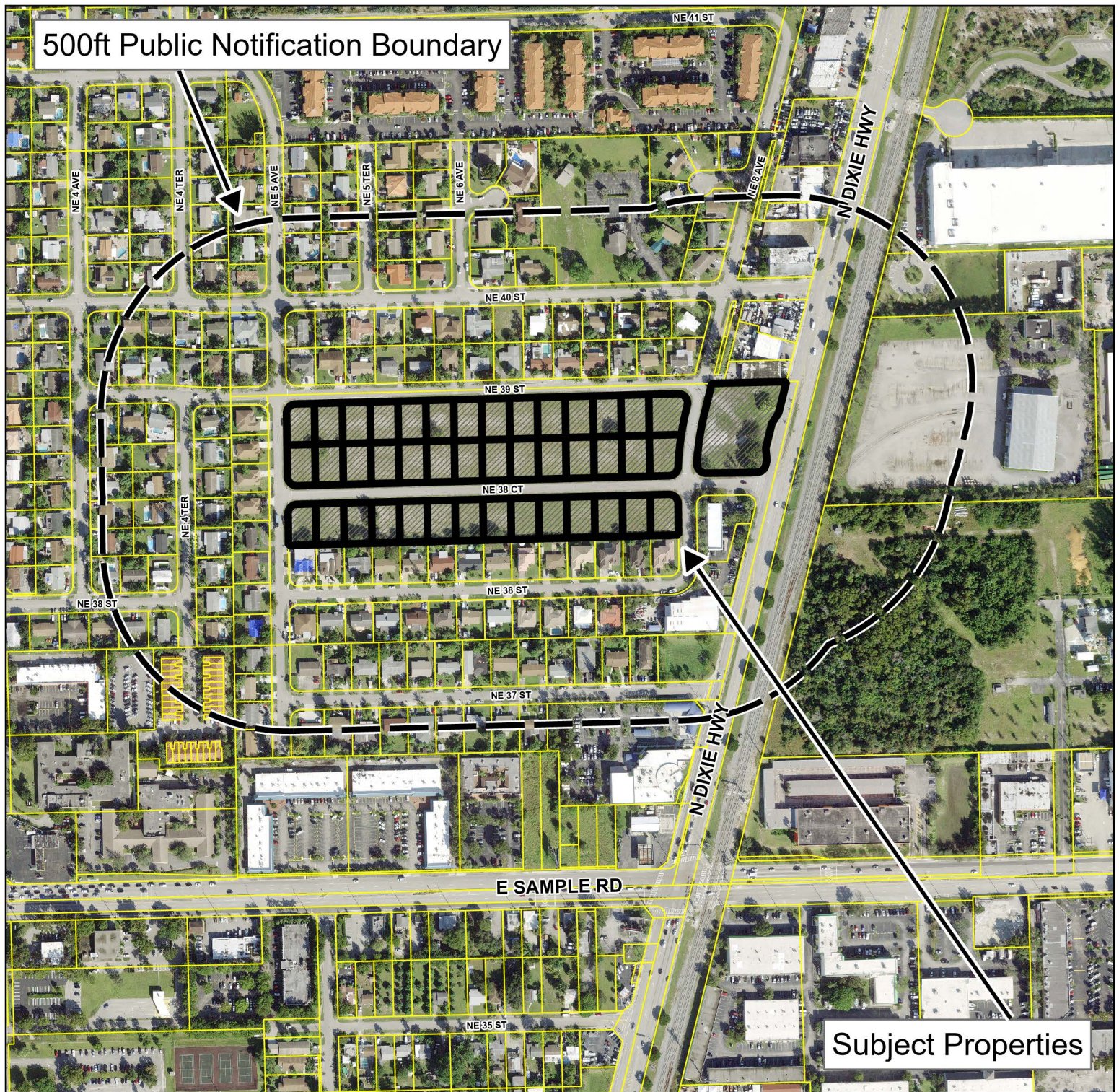
P.H. 2021-101: ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 11.95 GROSS ACRES LOCATED AT 500-730 NE 38TH COURT, 501-731 NE 38TH COURT, 500-750 NE 39TH STREET AND 3851 N. DIXIE HIGHWAY FROM ONE-FAMILY DETACHED DWELLING DISTRICT (RS-4c) AND INTENSE COMMERCIAL BUSINESS DISTRICT (B-3c) TO PLANNED DEVELOPMENT DISTRICT (PDD) (APPLICATION 19-R-188); PROVIDING FOR A MAXIMUM OF 155 DWELLING UNITS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

A public hearing will be held on **TUESDAY, AUGUST 17, 2021 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and/or utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting). All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/agendas or from the Planning and Development Services Department during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

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

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

Samantha Gillyard, CMC, City Clerk



Public Hearing Notice Map

Rezoning Application No. 19-R-188

500 - 730 NE 38th CT

501 - 731 NE 38th CT

500 - 750 NE 39th ST

3851 N Dixie Hwy

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

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Development Review Committee

Summary Report

Development Plan Application Review

General Information

Application No.	19-R-188
Project Name:	Tallman Pines PDD Rezoning
Applicant:	Broward County Housing Authority
Agent:	Dilia Tabora of Housing Trust Group, LLC
Requested Action/Description:	Rezoning application seeking approval to rezone the subject parcels from RS-4c (One-Family Detached Dwelling District) and B-3c (Intense Commercial Business District) to PDD (Planned Development District).
Location:	500-730 NE 38 th CT, 501-731 NE 38 CT, 500-750 NE 39 th ST., 3851 N Dixie HWY
Legal Description:	Generally described as several parcels of land on PARCEL "A", TOGETHER WITH LOTS 1 THROUGH 42 OF (JACK) HUMPHRIES VILLAS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 81, PAGE 9
Size:	11.95 gross acres (9.06 net acres)
Existing Zoning:	RS-4c (One-Family Detached Dwelling District) & B-3c (Intense Commercial Business District)
Existing Land Use:	Vacant land
Future Land Use Plan Designation:	Residential Low (5 DU/AC) & Commercial
Surrounding Land Use and Zoning:	
Existing Land Use	Zoning
North: Single-Family Residence	RS-4c
East: Dixie Highway & Warehouse/Office	B-3c
South: Single-Family Residence	RS-4c
West: Single-Family Residence	RS-5 & RS-4c

Applicable Regulations:

Broward County Land Development Code

Plat Restrictions:

N/A

Department Comments & Requirements

REQUEST:

The applicant, Broward County Housing Authority, is requesting approval to rezone the subject parcels from RS-4c (One-Family Detached Dwelling District) and B-3c (Intense Commercial Business District) to PDD (Planned Development District). The existing zoning designation for the parcels are subject to Broward County Land Development Code. Rezoning the parcels would make the proposed development consistent with City zoning.

The applicant is proposing to rezone the parcels to accommodate 155 affordable housing units. Pursuant to *Section 98-68.-PDD, Planned Development District* of the Land Development Code, the rezoning request includes a statement of need, conceptual master plan, as well as proposed property development requirements for which the site development plan shall be in compliance.

The applicant has submitted a master conceptual plan that demonstrates development of the subject parcels into nine 1-story garden apartments for a total of 80 units, and one 8-story apartment building consisting of 75 units for senior housing. All units that are proposed will be for affordable and/or workforce housing. The master plan demonstrates a mix of units, including: 40 one-bedroom apartments, 35 two-bedroom apartments, 44 two-bedroom garden apartments, and 36 three-bedroom garden apartments, for a total of 155 units. A community building, playground, and dog park are also proposed.

The applicant is required by Code to enter into a Development Agreement with the City, which must be approved by City Commission as part of the rezoning.

BACKGROUND:

Applicants for rezoning to PDD district must demonstrate, through a statement of need, that there are unique property characteristics that impede the development of the properties under strict application of the Code, development is apparent and will enhance economic development strategies of the City.

In 2019, the City Commission approved the applicant's request for allocation of 115 flex units for future affordable housing (Resolution 2019/127) to this project. The remaining flex units available to the City for future use after adoption of Resolution 2019/127 is 1,562 units.

The applicant is required to submit a subsequent site plan application for the proposed development subject to approval of the rezoning and development agreement by the City Commission.

A traffic impact study was submitted by the applicant for the proposed rezoning and all findings approved by the City's traffic engineering consultant. The proposed residential units are expected to produce 994 trips per day with 64 trips occurring during the AM peak and 78 trips occurring in the PM peak hour. The report has found project impacts to

be minimal. Once the development is completed and occupied, the report advises the applicant contacts the County to review and optimize signal timing of area wide traffic signals, if required. This will be included in the review of the site plan application.

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

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS:

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

PLANNING CONSIDERATIONS:

1. Compliance with the Comprehensive Plan.

The Future Land Use (FLU) Map designation identifies the parcel as Residential Low (5 DU/AC) and Commercial. The proposed use of the property is permitted within this designation and in compliance with the Deerfield Beach Comprehensive Plan FLU element subject to allocation of flex units. The rezoning to PDD (Planned Development District) will facilitate residential uses in compliance with the proposed Deerfield Beach Comprehensive Plan FLU designation. The request provides for additional housing opportunities within the City, consistent with the Goals, Objectives and Policies of the Deerfield Beach Comprehensive Plan.

2. Finding of compatibility of a proposed development with adjacent and neighboring (500 feet) uses and zoning.

The property is proposed to be rezoned to PDD (Planned Development District) and development thereon will be subject to the development requirements proposed within the rezoning report and development agreement, which will accompany the rezoning. The site plan application must comply with the requirements as set forth in the development requirements in the rezoning report.

The predominant land use of the surrounding area, specifically within 500 feet of this property is single family residential to the north, south and west. The property abuts Dixie Highway with some office/warehouse uses to the east. The proposed PDD zoning is compatible with the adjacent and neighboring uses and zoning.

3. Compliance with Land Development Code Section 98-68. – PDD, planned development district.

(1) The development and redevelopment of properties is apparent;

The applicant is proposing to develop the subject parcels into nine 1-story garden apartments for a total of 80 units, and one 8-story apartment building consisting of 75 units for senior housing with parking garage and residential amenities. The applicant will be submitting a site plan application to accommodate the proposed development. The master conceptual plan is included within the PDD report.

- (2) *The development and redevelopment of properties shall enhance the economic development strategies of the City of Deerfield Beach; and*

The land is currently vacant. The development of the parcels into multifamily residential units will create additional affordable housing options for existing residents and seniors. The mix of units expands opportunities for a greater range of housing and neighborhood choices to attract new residents.

- (3) *The development of properties with unique property characteristics, natural or man-made, that impede the development of these properties under the strict application of the regulations of the Land Development Code.*

The existing zoning designations for the parcels are RS-4c and B-3c. Rezoning the properties to PDD will unify the zoning district under City Code and allow for greater opportunity for cohesive residential development. The PDD proposes alternatives to the standard development regulations of the existing zoning designations, such as building height, setbacks, and parking to enable the development of 155 affordable residential units.

SUMMARY & REQUIREMENTS

Staff's review of Application 19-R-188 has found that the proposed project is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan and 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:	Broward Housing Rezoning	County Authority	Application No.:	19-R-188
Reviewer Name:	Tina Jou			
Department / Division:	Planning & Zoning			
Position:	Principal Planner			
Date of Review:	4/13/2021			
Submittal No.:	6			

A. APPLICATION / GENERAL COMMENTS:

1.	Per Section 98-13(b), the applicant is required to provide Disclosure Affidavit for property owner(s), applicants, and agent(s)
1.a.	Comment not addressed. Original disclosure affidavits are required for representative of Keith & Associates and Keith M. Poliakoff.
1.b.	Comment addressed.
2.	Per Section 98-13(b), the applicant is required to provide Letter of Authorization from the owner/applicant granting an agent authorization to submit/represent the project. Provide documentation that Parnell Joyce is permitted to represent Broward County Housing Authority.
2.a.	Comment addressed.
3.	Address listed on application having a street address of NE 39 th Street are incorrect as they are located on NE 38 th Court (501, 511, 521, 531, 541, 601, 611, 621, 631, 641, 701, 711, 721, 731 NE 38 CT.) Correct street name on application and other documentation/forms.
3.a.	Comment addressed.
4	Section II Project Description states seven story apartment building is proposed with 75 senior living residential units (pages 6, 13, and 14). During previous conversations with the applicant, it was staff's understanding that the senior living component would be included with the villas and the multi-family component would be affordable housing. However, the project description states the opposite. Confirm project description and clarify if plans have changed.
4.a.	Comment acknowledged.
5.	Section II Project Description states the applicant intends on vacating a portion on NE 38 th Court to accommodate the development. Note, a separate vacation application will be required and can be reviewed concurrently with site plan. Site plan approval will be subject to approval of right-of-way vacation.

Development Plan Application Comments

5.a.	Comment pending. While project description has been revised, Section V. Minimum site requirements (page 10) states that ROW is proposed to be vacated. ROW Vacation application (Attachment H on website) is required prior to approval of site plan. http://www.deerfield-beach.com/DocumentCenter/View/35/Attachment-H---Application-for-Abandonment--Vacation-
5.b.	Comment pending. Response sheet states there will be no request for ROW vacation and statement was removed from the PDD report; however, proposed terms of Development Agreement references request for ROW vacation of NE 38th St. Confirm if intention is to vacate ROW. If applicant does not intend to vacate the right-of-way (NE 38th Court), the road will remain as a publicly accessible roadway, and therefore, shall comply with applicable requirements. Pursuant to Section 98-88(e) Access, The parking plan must be so arranged that each automobile may be placed and removed from the parking space assigned thereto and taken to and from the property without the necessity of moving any other automobile to complete the maneuver or backing into a right-of-way to complete the maneuver. Conceptual plan shall be revised to consider location of parking to comply with Code requirements if applicant does not intend to vacate.
5.c.	Comment addressed.
6.	Section II Statement of Need (3) states the project will have customized setbacks, buffers, and building/siting orientation. However, the report also states the project will comply with City landscape requirements. Clarify if any deviation from the required landscape buffers are being requested as part of PDD rezoning.
6.a.	Comment addressed. Applicant states project will comply with Code requirements.
7.	Page 9 of PDD reports states a Development Agreement will be provided "under separate cover"; however, one has not been submitted. Submit proposed development agreement for staff and city attorney review. The development agreement shall be reviewed concurrently with the rezoning.
7.a.	Comment pending. Per Section 98-68(c) Development Agreement Required, <i>Applicants for rezoning to the PDD district must submit a development agreement, including a statement of need, to be considered by the city commission in conjunction with the rezoning application.</i>
7.b.	Comment Pending. Staff is in review of terms of the Development Agreement. Comments to Development Agreement will be forthcoming once review is finalized.
7.c.	Comment Pending. Staff is in review of terms of the Development Agreement. Comments to Development Agreement will be forthcoming once review is finalized.
7.d.	Comment Pending. Staff is in review of terms of the Development Agreement. Comments to Development Agreement will be forthcoming once review is finalized.
7.e.	Comment Pending. See staff comments below related to the Agreement. City Attorney review of Agreement is attached under separate cover.
8.	Section VI. Development Requirements - provide justification for all deviations from Code requirements including height, setbacks, parking, landscaping, etc. as applicable. Note, any deviations from Code shall be included in this application.

Development Plan Application Comments

	Comment pending. The chart does not include justifications for deviations from Code, such as height, setbacks, and lot coverage.
8.a.	Remove “Low Residential” and “Commercial” from Max. Density row as it is not applicable. Lot coverage percentage on overall site plan does not match lot coverage percentage in table. Revise documents/plans to be consistent.
8.b.	Comment pending. Applicant shall adequately justify any deviations from the Code, including but not limited to building height and setbacks. Height: Provide further justification and explanation of the height of all structures in relation to surrounding neighborhood and adjacent properties, as well as the need for the height increase. Indicate where structures are tallest and shortest, while providing context to the massing of the buildings in relation to the neighbors. Setbacks: Provide additional landscape buffers and discuss other measures proposed to mitigate negative impacts of reduced setbacks adjoining single-family residential properties. Provide further explanation as to how the proposed scope meets Pioneer Grove standards.
8.c.	Comment pending. The setback measurements listed in the PDD report (pages 10-12) conflict with the measurements provided in the site plan drawing and site data table. For example, for the senior living apartment building, the setback on the drawing states 9’2”, while the data table and report state 15’. The setback to 38th Court shows approximately 11’, while the table states 5 ft. Ensure minimum setbacks as provided on site plan, site data table, and report are consistent. Due to the recent conversation that the project has potential for phasing, the applicant shall split the site data tabulation on pg. 12 into two separate tables – one for RS-5 and one for B-3c with separate justifications for them.
8.d.	Comment addressed.
9.	PDD report states building is proposed to be seven stories; however, maximum building height listed on page 10 is 85 feet. Revise report to clarify height of building throughout document.
9.a.	Comment addressed.
10.	Table 1 Dimensional Requirements shall include all information listed within the schedule of dimensional regulations, such as landscape area, floor area ratio, minimum floor areas, corner setbacks, etc.
10.a.	Comment addressed.
11.	Remove “PDD” column from Table 1 as the proposed column will be the dimensional requirements of the PDD should City Commission approve the rezoning.
11.a.	Comment addressed.
12.	Parking calculations provided in Table 2 (page 11) of the report conflict with parking calculations provided on master conceptual plan. There are parking concerns for the villas and apartments as justification and explanation needs to be provided for the provision of guest parking.

Development Plan Application Comments

12.a.	Comment pending. Parking requirements in report are not consistent with the total parking proposed on overall site plan. Revise report and overall site plan to be consistent. Provide justification and explanation for provision of guest parking. Additionally, Table 2 must be revised to state correct total number of required parking spaces for the 1 bedroom units, which is 32. Revise required and proposed amounts to 32 spaces.
12.b.	Comment pending. PDD Report (pg. 12) states there are 40 guest spaces proposed, while conceptual master plan does not provide for the spaces in parking table. Additionally, PDD report states 377 total parking spaces proposed, while the master conceptual plan states 356 parking spaces proposed. Revise documents to be consistent.
12.c.	Confirm whether community center parking has been calculated twice. Revise calculations for community center consistent with 1 space per 200 square feet as required by Code. Also, the PDD report requests a 10% reduction in the total required spaces for the villas, senior housing, and office space. The table lists 332 required and 320 spaces proposed, which is less than 10%. Site plan proposes 320 spaces. PDD report states that justification for parking reduction is due to less demand for senior housing. Applicant must provide a contingency for the location of the additional parking spaces required if funding for senior housing does not become viable.
12.d.	Comment not addressed. Applicant confirms community center parking is not calculated twice; however parking was not calculated for the community center in this submittal. Parking reduction of 25% is being requested for the senior housing. If including the community facility within requested reduction, it must be stated in the PDD report. The following calculation must be applied for the community facility within the Villa phase: <i>Community pools for residential complexes over 100 units and/or clubhouse—one space per 200 square feet of floor area.</i> Office spaces do not need to be counted if accessory to principal uses for both villas and apartments. If the applicant wishes to provide office spaces for employees, that's fine; however, it should not be labeled or stated as required parking on the site plan or within the report. Revise table in PDD report to state N/A under the required column for office parking.
12.e.	Comment addressed.
13.	Subsection C. Parking Requirements must also clarify whether deviations from parking stall size are being requested. Provide dimensions for parking spaces and number of proposed standard, compact, and ADA spaces. Master conceptual plan shall demonstrate spaces as well.
13.a.	Comment pending. Site Data Tabulations state that parking space dimensions are proposed at 10 ft. x 20 ft. (page 10) while Parking Requirements (page 11) state that a reduction in size of parking spaces is being requested at 9 ft. x 18 ft. Clarify all deviations from Code within justifications and table of proposed dimensional requirements.
13.b.	Comment addressed. Applicant proposing 10x20 foot spaces on conceptual master plan. PDD report states the final site plan will comply with Code should compact spaces be proposed.
14.	Landscaping proposed for the apartments shall also comply with Pioneer Grove standards.

Development Plan Application Comments

14.a.	Comment acknowledged.
15.	Confirm if any deviations from landscaping are being requested.
15.a.	Comment acknowledged. Applicant states that project will comply with landscape requirements. Note, any deviations from the landscape requirements shall be requested at the time of rezoning.
16.	Subsection (2) of VII. Evaluation Criteria shall have a response as to how the proposed project conforms to the purpose and intent of the PDD.
16.a.	Comment pending. Revise response to address comment.
16.b.	Comment Pending. Section VIII (2) response does not sufficiently address the Evaluation Criteria as it mostly restates the purpose of the district stated in the Code. Revise response to address how the rezoning of the property to PDD and proposed scope of work conforms to the purpose of the district as a whole and specifically the criteria as set forth in subsections (b) – (e).
16.c.	Comment Pending. Report must address the criteria within the section.
16.d.	Comment not addressed. Although text throughout the PDD report may be repeated, this section must provide responses to the criteria. Staff will provide examples of previously approved PDD report for reference.
16.e.	Comment addressed.
17.	Exhibits C and E are not clear and difficult to read. Provide legible exhibits upon resubmittal. Ensure entire site area is hatched or outlined on Exhibit C.
17.a.	Comment addressed.
18.	Subsection (4) (page 13) states a traffic study will be provided; however, the applicant has not yet submitted a study. Submit a methodology letter to be approved by the City.
18.a.	Comment pending. Applicant submitted a Traffic Impact Study without submission or approval of a traffic methodology letter. Submit traffic methodology letter for approval by the City. Once approved, the Traffic Impact Study must be revised to follow the approved methodology.
18.b.	Comment pending. See attached comments to Methodology. Review was based on traffic methodology. Once the methodology is accepted by the City's Traffic Consultant, applicant shall submit a traffic impact analysis based on accepted methodology.
18.c.	Comment not addressed. Applicant has not resubmitted traffic methodology as required for review of the revised site plan. Once a revised methodology is submitted that reflects changes to the site plan, the traffic consultant will review and provide comment.
18.d.	Comment addressed.
19.	Provide further explanation/discussion to demonstrate compliance of Subsection (5) (page 13).
19.a.	Comment addressed.
20.	Provide further discussion/clarification on the programming/public use of the clubhouse and playground in report, such as uses, hours of operation, security, public access, etc.
20.a.	Comment pending. Applicant response states clubhouse will contain BCHA office, however, operations have not yet been determined. Public access to the playground will be granted as it is proposed outside gated entries.

Development Plan Application Comments

21.	Report states on page 13 that the community will be gated. Clarify if clubhouse or accessory gated entry is proposed on the site. If so, structures must be shown on the overall site plan.
21.a.	Comment pending. Applicant states gates have been removed; however, if the roads are to remain public, the parking configuration must be revised on master conceptual plan to demonstrate overall compliance with Code.
21.b.	Comment addressed.
NEW COMMENT 3/4/2021	
22.	The following comments are concerning the revisions to the content within the report since the last submittal: 1. Purpose and Intent: The second sentence of the section concerning the flex units and the need for code adjustments must be removed as the approval of the flex units and increased density is not justification for the rezoning. The report must specifically address the criteria within its justification. 2. Page 6 refers to the multi-story apartment building as 8 stories while page 7 states that its 9. The height of the building in stories and feet must be consistent throughout the report. 3. Exhibits are referenced throughout report but are not attached to the hard or electronic copies. 4. Page 19-28 will be discussed during meeting with applicant.
22.a.	Comment addressed.

B.

SURVEY:	
1.	Per Section 98-13(8)(b)(1) Provide a certified boundary survey, in conformance with Chapter 61G17, Florida Administrative Code, no more than one year old from the submittal date and extending to the center line of all adjacent streets, which specifies gross and net acreage or square footage. Survey demonstrates 9.057 acres; however, it must state both net and gross acreage of site. Ensure net and gross acreage stated on the survey are consistent with the net and gross acreage listed in the application and narrative.
1.a.	Comment pending. Survey shall specify both net and gross acreage. Ensure application, report, and site plan are consistent with the calculations provided on the survey.
1.b.	Comment pending. Net acreage on survey states 9.06 acres, while master conceptual plan states total of 8.93 net acres. Revise conceptual master plan and calculations in table and PDD report (as applicable) to be consistent with the survey.
1.c.	Comment addressed.
2.	Survey shall include title policy current within one year showing all title commitments.
2.a.	Comment addressed.
NEW COMMENTS 12/15/2020	
3.	Survey that was included with this submittal does not comply with Code requirement provided in Comment No. 1 of this table (gross acreage, updated title commitment with all encumbrances shown). Resubmit survey that was submitted with Submittal 3. Staff can provide the copy to the applicant electronically upon request.
3.a.	Comment addressed.

Development Plan Application Comments

4.	Survey submitted as exhibit to the Development Agreement is different from the survey submitted with the rezoning/PDD report. Ensure consistency in documents.
4.a.	Comment addressed.

C.

SITE PLAN:	
1.	Demonstrate type and number of parking spaces (i.e. standard, ADA, and compact) on master conceptual plan and site data table. Demonstrate compliance with ADA requirements for villas.
1.a.	Comment pending. Parking calculations on overall site plan are not consistent with rezoning report. Additionally, the type and dimensions of parking spaces were not provided on the site plan and site data table. Note, Code requirements for standard spaces are 10 ft. x 20 ft. and compact spaces are 9 ft. x 18 ft. Code permits a maximum of 75% residential parking spaces to be compact. If project exceeds maximum, justification and explanation shall be provided in rezoning report and specified on site plan.
1.b.	Comment pending. While PDD report states that proposed parking will comply with Code for standard, ADA, and compact spaces, the total parking counts do match the master conceptual plan. Revise documents/plan to be consistent.
1.c.	Comment pending. Confirm whether community center parking has been calculated twice. Revise calculations for community center consistent with Code at 1 space per 200 square feet as required by Code.
1.d.	Comment not addressed. Applicant confirms that community center is not counted twice. However, the following calculation must be applied for the community facility: <i>Community pools for residential complexes over 100 units and/or clubhouse—one space per 200 square feet of floor area.</i> Office spaces do not need to be counted if accessory to principal uses for both villas and apartments. If the applicant wishes to provide office spaces for employees, that's fine; however, it should not be labeled or stated as required parking on the site plan or within the report.
1.e.	Comment addressed.
2.	Provide width of roadway and driveway openings to comply with Code.
2.a.	Comment addressed.
3.	The "Zoning Designation/Rezoning" in site data table is incorrect as it should list the Planned Development District as the district, not Planned Commercial District.
3.a.	Comment addressed.
4.	Revise site data table to include definition of height per City code. Also, maximum height stated on data table is "+-35 feet" and "+- 85 feet". Revise maximum height to be definitive maximum.
4.a.	Comment pending. Code does not measure height of structure to the highest architectural feature. Per Code definition, <i>building height means 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, to the deck line for mansard roofs, and to the mean heights level between eaves and ridges for gable, hip and gambrel roofs.</i> Revise site data table to include the height of structure per Code definition.
4.b.	Comment addressed.
5.	Revise "Existing" column to state "Required" regulations.
5.a.	Comment addressed.

Development Plan Application Comments

D.

ADDITIONAL COMMENTS:	
1.	Submit existing and proposed zoning maps for the subject parcels.
1.a.	Comment pending. Proposed zoning map was not submitted.
1.b.	Comment addressed.
2.	Submit legal descriptions for all affected properties, in hard copy and Word format.
2.a.	Comment pending. Electronic and hard copy format of all affected properties shall be submitted.
2.b.	Comment addressed.
3.	Provide County Plat determination requirements for all affected parcels.
3.a.	Comment pending. County plat determination letter received; Submit documentation from Broward County Planning and Development Management confirming a plat note amendment is not required.
3.b.	Comment pending. Submit documentation from Broward County Planning and Development Management confirming a plat note amendment is not required.
3.c.	Comment not addressed. Document was not provided as stated in response sheet.
3.d.	Comment addressed.
NEW COMMENT AS OF 1/24/2020	
1.	Revise page 12 of PDD Report, D. Landscape Requirements, to state "Pioneer Grove" instead of "Pioneer Village". Ensure correct district is named throughout document.
1.a.	Comment addressed.
2.	Provide explanation on plans for phasing in PDD report. The breakdown provided on conceptual plan is sufficient to demonstrate phasing in PDD report.
2.a.	Comment addressed
3.	Include provision within development agreement related to common areas, such as exterior building/perimeter walls, landscaping, dog park, etc.
3.a.	Comment pending. Staff is in review of terms of the Development Agreement. Comments to Development Agreement will be forthcoming once review is finalized.
3.b.	Comment Pending. Provisions were not included in the Development Agreement. Additionally, provisions for parking referenced in the PDD report should be included in the Development Agreement (phasing, employee parking). Entity responsible for maintenance and management of common open and recreation spaces must be clear.



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Broward County Housing Authority	Application No.:	19-R-188
Reviewer Name:	Harold Hoyte		
Department / Division:	Landscape		
Position:	Landscape Architect		
Date of Review:	4/16/21		
Submittal No.:	6		

A. LANDSCAPING PLAN:

LANDSCAPING PLAN:	
1.	Appears that the City Landscape Code is being followed to develop the landscape guidelines. If that is the intent. Use newly released code available on City Website.
1. a.	Comment not addressed. Clearly identify any deviations from the landscape code. If the intent is to follow the landscape code in full, state that in the rezoning report. Note, any deviation from the landscape code must be included within the rezoning request.
1.b.	Comment addressed. Applicant is not requesting any deviation from the landscape code at this time.



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Broward County Housing Authority Rezoning	Application No.:	19-R-188
Reviewer Name:	A. Orellana		
Department / Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	12/10/2020		
Submittal No.:	4		

A. APPLICATION / GENERAL COMMENTS:

1.	Provide a Water and Sewer service anticipated demand comparison analysis between the present zoning maximum development density and the proposed rezoning maximum planned density. Use <i>Broward County WWS GUIDELINES FOR DETERMINING ABILITY TO PROVIDE POTABLE WATER AND WASTEWATER SERVICE</i> to estimate demand values.
1.a	COMMENT ADDRESSED. APPLICANT SHALL OBTAIN BROWARD COUNTY WWS 'ABILITY TO PROVIDE WATER AND SEWER SERVICE' LETTER PRIOR TO SITE PLAN APPROVAL.
2.	Provide a neighborhood-wide Traffic Impact Study analysis of anticipated traffic conditions resulting from the increased population density and the vacation of NE 38 th Court.
2.a	COMMENT PENDING DELIVERY OF TRAFFIC IMPACT STUDY
3.	NEW COMMENT: Considering the response to Comment 21, stating; " <i>No ROW will be vacated and there will be no gates</i> ", please, be aware that parking that requires maneuvering or backing into the public ROW is not permitted by City Ordinance, Section 98-88(e). The Site Plan, as submitted, does not comply with this Ordinance with respect to the NE 38 th Court ROW.
3.a	COMMENT ADDRESSED. Applicant submitted a revised Site Plan in compliance with City Ordinance, Section 98-88(e)

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

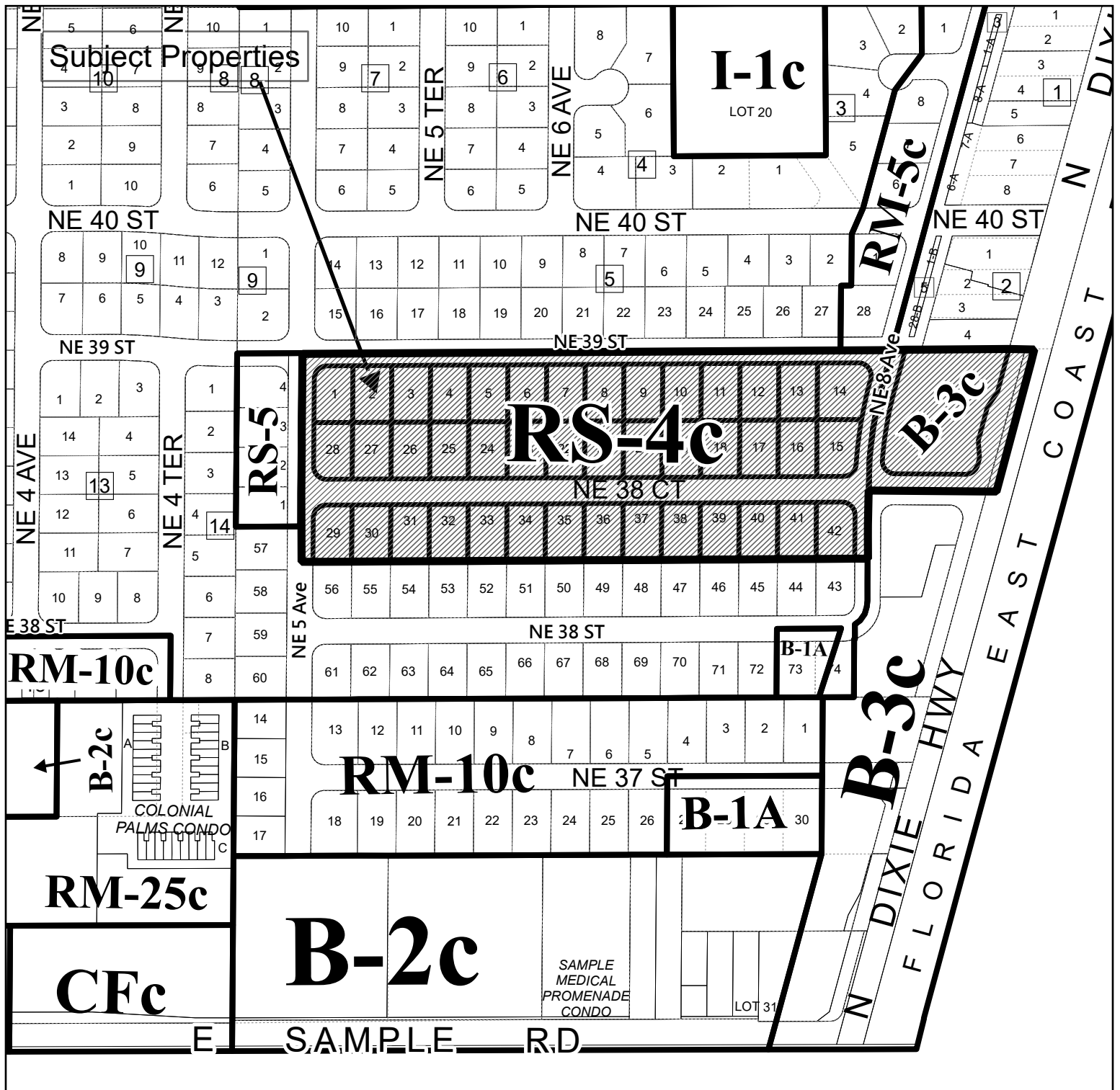
Project Name:	Tallman Pines	Application No.:	
Reviewer Name:	Ynaja Juste	Project Address:	W of N. Dixie Highway - NE 8th Ave & NE 38th Ct.
Department/Division:	Consultant		
Position:			
Date of Review:	4/12/2021		
Submittal No.:	6		

A. TRAFFIC IMPACT STUDY COMMENTS:

	This memorandum summarizes the review findings of the updated Traffic Impact Study prepared by <i>DC Engineers, Inc.</i>, updated March 2021 to address the review comments submitted for the Tallman Pines development application. The Tallman Pines site is bounded by N. Dixie Highway to the east, NE 5th Avenue to the west, NE 38th Street to the south (excluding the existing homes facing NE 38th Street), and NE 39th Street to the north. The applicant is proposing to develop 80 multifamily single-story units and a 75-unit eight-story apartment building according to the updated traffic report and the submitted site plan. The TIS evaluates the potential traffic impacts of the proposed development and determines the project impact on the adjacent roadways and intersection to be minimal.
1.	Page 4 (Existing Conditions): Please specify the full configuration of the roadways mentioned in the vicinity of the project. Stipulate if they are divided or undivided? Response: Page 4 has been modified as requested. The information was added to the revised report. Therefore, this comment is closed.
2.	Page 12 (Figure 4): Please Show the distribution percentages clearly in the figure. The distribution percentages mentioned in the text are not consistent with those shown in figure 4. According to page 11 of the report: "A global distribution of 38 percent to and from the north, 27 percent to and from the south, 27 percent to and from the west and 8 percent to and from the east was utilized." Please revise the figure to show each percentage in its respective quadrant. Response: Figure 4 has been modified to clearly illustrate the global distribution percentages described on report page 11. The figure was modified to reflect the correct percentages. Therefore, this comment is closed.
3.	Page 13, 14 (Figure 5a,5b): Please revise and update figures 5a and 5b to show the correct traffic distribution volume for both AM and PM. For instance, the accurate AM inbound and outbound traffic volumes are 16 and 48, respectively.

Development Plan Application Comments

	Ensure that the legend is consistent with the Inbound and outbound traffic volume shown in table 1 (Trip Generation Summary). Response: Figures 5a and 5b have been modified as requested. The figures were modified to show the correct traffic distribution. Therefore, this comment is closed.
4.	Page 15 (Historic Growth): Please ensure that the calculations of the annual average growth rate are correct. It is standard engineering procedure to take the average growth of all the count stations to generate the growth rate to use for the projection. The growth rates calculated in appendix E (pdf page 79) will result in an average of 1.76 percent. Please review and revise the corresponding section of the report (traffic projection figures and analyses) accordingly. Response: Rather than the weighted average historic growth (used in the February 2021 submittal), the average historic growth of 1.76% has been incorporated as requested. All intersection and roadway segment analyses as well as report figures and tables have been updated accordingly. Response accepted. Therefore, this comment is closed.
5.	Page 16 (Table 2): Please revise the table's source to say HCM 6 instead of HCM 2010. Please consider adding the delays for all the approaches shown in the table. Response: Page 16 (Table 2) has been updated as requested. The table was revised. Therefore, this comment is closed.
6.	Please include, in the appendix, the references of the ITE Trip Generation Manual for the land-use codes used in the report. Response: As the Trip Generation report, published by the Institute of Transportation Engineers (ITE), is copyrighted it may be inappropriate to include pages from the document in our report. The Tallman Pines report text (page 9) shows the trip generation rates and formulae used in the analysis and references the appropriate Land Use Codes (LUC). If you need further information from the Trip Generation report, please contact me at sdanielsen@dcengineersinc.com and I will forward the requested information. Response accepted. Therefore, this comment is closed.



Existing Zoning Map

Rezoning Application No. 19-R-188

500 - 730 NE 38th CT

501 - 731 NE 38th CT

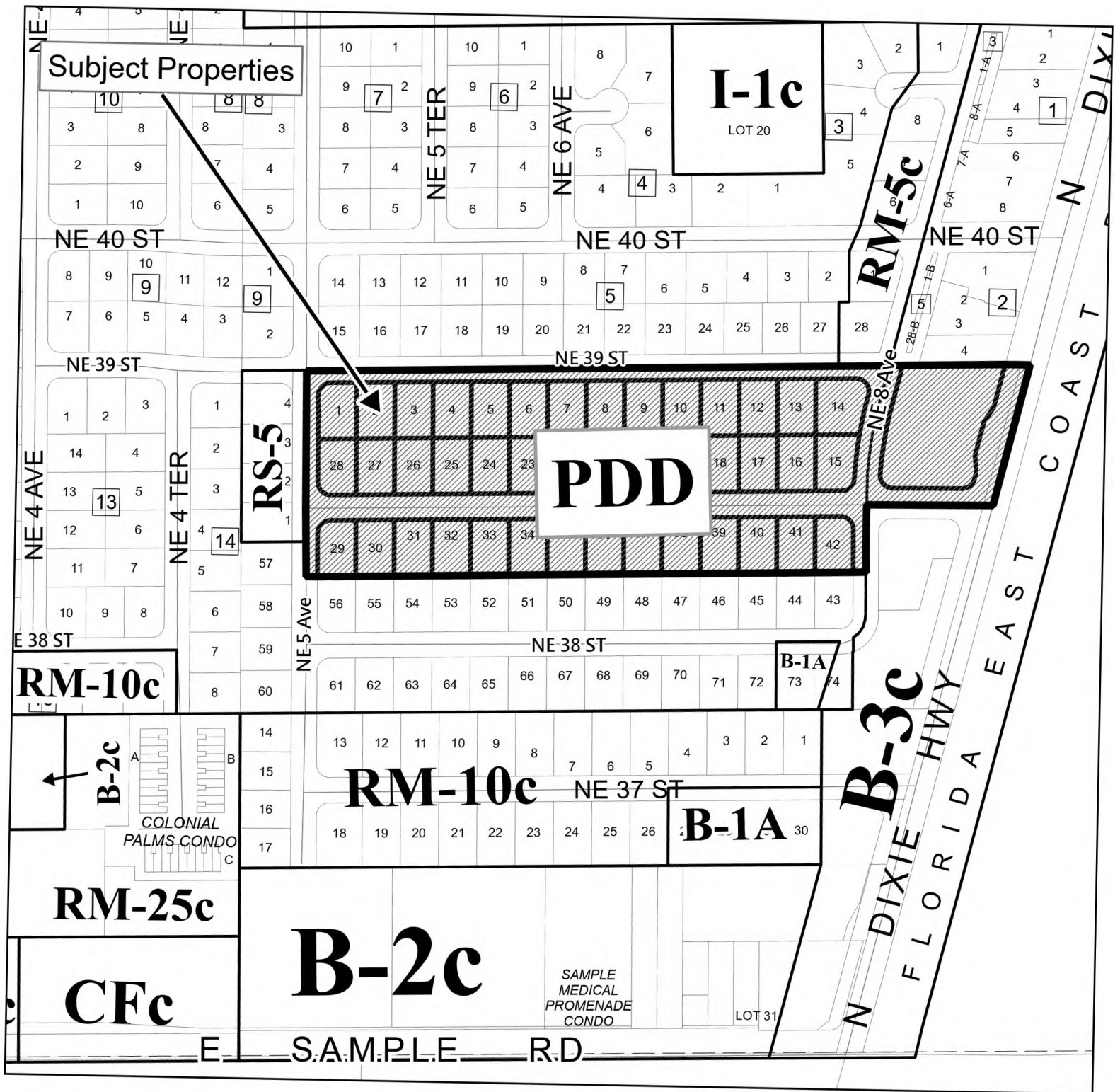
500 - 750 NE 39th ST

3851 N Dixie Hwy

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

0 150 300
Feet





Proposed Zoning Map

Rezoning Application No. 19-R-188

500 - 730 NE 38th CT

501 - 731 NE 38th CT

500 - 750 NE 39th ST

3851 N Dixie Hwy

For additional information

call the Planning Department at 954-480-4206

or visit www.deerfield-beach.com/boardagendas

0 150 300
Feet





For Office Use Only

Application No.: _____

Date: _____

Fee: _____

REZONING APPLICATION

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

Section One: Applicant Information

Name of Applicant: Broward County Housing Authority

Signature: Parnell Joyce Parnell Joyce, COO

Street Address: 4780 North State Road 7

City, State, Zip: Lauderdale Lakes, Florida, 33319

Phone Number: 954-739-1114, ext 1310, Bill Sipala

E-mail Address: bsipala@bchafll.org

Subject Property Address: 500, 501, 510, 511, 520, 521, 530, 531, 540, 541, 600, 601, 610, 611, 620, 621, 630, 631, 640, 641, 700, 701, 710, 711, 720, 721, 730, 731 NE 39 Street; 500, 510, 520, 530, 540, 600, 610, 620, 630, 640, 700, 710, 720, 750 NE 39 Street; 3851 N. Dixie Hwy;

Property Owner Name: Broward County Housing Authority

Property Owner Signature: Parnell Joyce Parnell Joyce, COO

Section Two: Written Description of Potential Request.

Purpose/ Reason for Rezoning: _____

Provide flexibility to enable innovative design that ensures development is compatible with surrounding existing development and public infrastructure.

Current Zoning District(s): RS-4c/B-3c Proposed Zoning District: PDD

Area in Gross Acres: 11.945

Application No.: _____

Date: _____

Fee: _____

Section Three: Demonstration of Compliance with Rezoning Criteria
(Attach additional page(s) if more space is needed)

The burden of proving that all of the requirements are met shall be on the applicant who shall be required to affirmatively demonstrate on the record, satisfaction of the necessary requirements set forth below.

The application will not be accepted without a specific statement in response to each of the requirements on the following pages.

1. That the petition for a change of zoning will not result in spot zoning or contract zoning;

The proposed zoning district is intended to be utilized in unique locations and not considered spot zoning, or contract zoning.

2. That the proposed change is consistent with the Goals, Objectives and Policies of the City's Comprehensive Plan;

The proposed rezoning is consistent with principles of the plan relating to adequate and affordable housing and expansion of economic opportunity as provided in FLU Goal 3.0 and FLU Objective 1.3.

Application No.: _____

Date: _____

Fee: _____

3. That conditions have substantially changed from the date the present zoning district classification was placed on the property, which make the passage of the proposed change necessary;

The current City and County Zoning (RS-4c/B-3c) did not entice developers to invest. The Broward County Housing Authority is able to offer the needed ability to attract developers to provide quality affordable housing together with the rezoning request.

4. That the proposed change will not adversely influence residential living conditions in the adjacent and neighboring (500 feet) communities;

Development of the property will substantially improve adjacent neighborhoods by reducing vacant lands and providing an active community; therefore, increasing the vitality of the neighborhood.

5. That the proposed change is compatible with the development(s) in the adjacent and neighboring (500 feet) uses and zoning.

The major part of the development is the addition of housing that will attract families similar to the adjacent areas. The multi-story proposed building fronting Dixie Highway will act as a traffic and noise buffer for for the Western residential area.



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.

Not Applicable

- 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.)

Not Applicable

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, Dilia Tabora, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature

November 23, 2020

Date

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

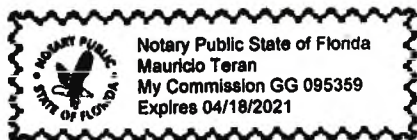
notarization, this 23 day of November, 2020, 202 by

Dilia Tabora (Affiant), who is personally

known to me or has produced _____ identification.

My commission expires: 04/18/2021

Commission No.: 66 095359



(Signature of Notary Public - State of Florida)

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



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

(Attach additional sheets as needed for each item.)

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

2015: Ben Preston \$250.00; 2016: Bill Ganz \$1,000.00;

Todd Drosky \$500.00; 2018: Michael Hudak \$250.00;

2019: Michael Hudak \$250.00

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

KEITH does not have any conflicts with any of its regulated officers with the items above.

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.)

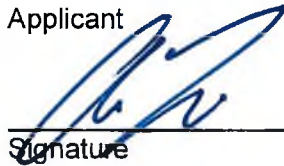
KEITH does not have any actions that are in violation
with the City's Ethics Code.

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, Alexander Lazowick, have received a copy of the ordinance and understand the ordinance requirements.

Applicant


Signature

11/05/2019

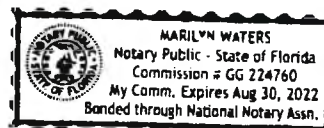
Date

Sworn to and subscribed before me this 05 day of November, 20 19.

By: Marilyn Waters
Commission # GG 224760

Produced as ID: N/A personally know


Notary Public, State of Florida





DISCLOSURE AFFIDAVIT

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- A. Shall not induce, attempt to offer, solicit or knowingly 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.

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.)

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, Keith M. Poliakoff, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature

Date

Sworn to and subscribed before me this 9th day of December, 20 19

By:

Produced as ID:

Notary Public, State of Florida





DISCLOSURE AFFIDAVIT

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

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(Attach additional sheets as needed for each item.)

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none

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

none

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

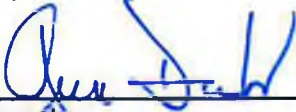
none

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

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

I, Ann Deibert, have received a copy of the ordinance and understand the ordinance requirements.

Applicant


Signature

4/28/2021

Date

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

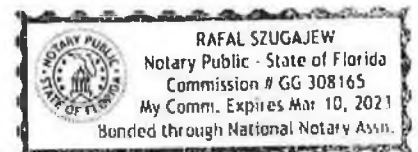
notarization, this 28 day of April, 2021 by

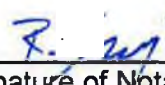
Ann Deibert (Affiant), who is personally

known to me or has produced _____ identification.

My commission expires: 3/10/2023

Commission No.: GG308165



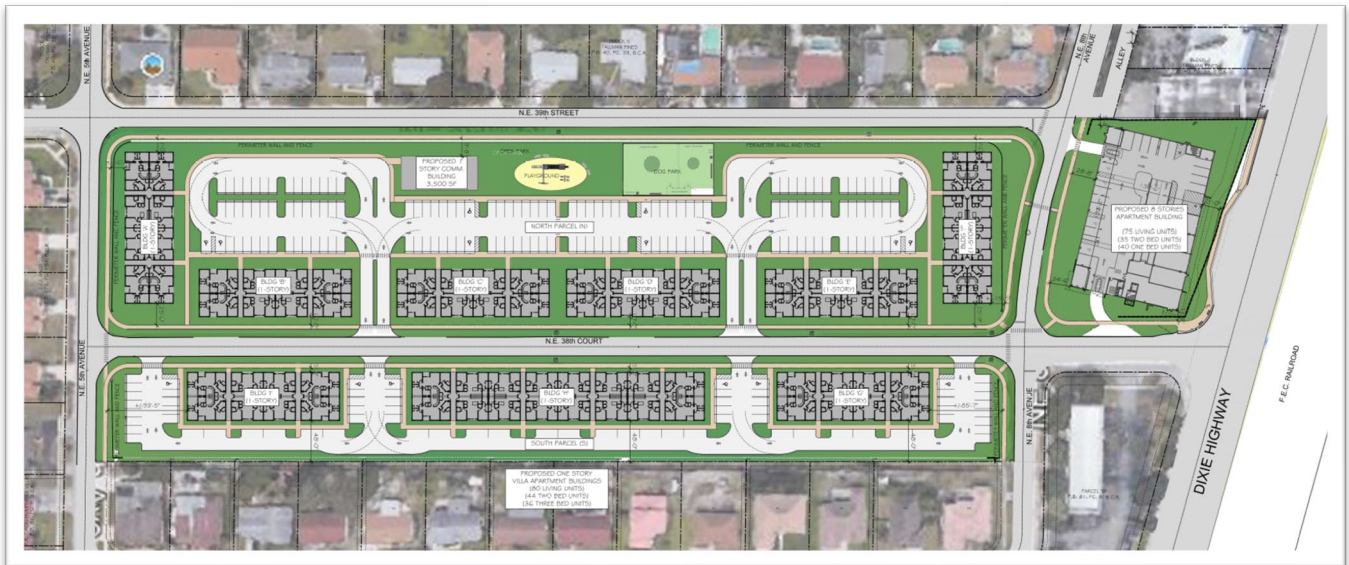

(Signature of Notary Public - State of Florida)

Rafal Szugajew

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

TALLMAN PINES PLANNED DEVELOPMENT DISTRICT (PDD)

DEERFIELD BEACH, FL



July 26, 2019

Revised March 2021

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PROJECT CONSULTANTS

DEVELOPER / APPLICANT Broward County Housing Authority (BCHA) c/o Housing Trust Group, LLC (HTG) 3225 Aviation Ave, 6th Floor Coconut Grove, FL 3133 Contact: Dilia Tabora Ph: (786) 347-4540	ENGINEER KEITH & Associates 301 East Atlantic Blvd Pompano Beach, FL 33316 Contact: Jamé Wills, PE, LEED Ph: (954) 788-3400 Email: jwills@keithteam.com
LEGAL Saul Ewing Arnstein & Lehr LLP 200 E. Las Olas Blvd., Suite 1000 Fort Lauderdale, FL 33301 Contact: Keith M. Poliakoff Ph: (954) 713-7644 Email: keith.poliakoff@saull.com	ARCHITECT Barranco Gonzalez Architecture 1915 Southeast 4th Avenue Fort Lauderdale, FL 33316 Contact: Carlos V. Gonzalez Ph: (954) 335-1880 Email: carlos@bgarchitecture.com
PLANNER KEITH & Associates 2312 S. Andrews Ave. Fort Lauderdale, FL 33316 Contact: Michael Vonder-Meulen, AICP Ph: (954) 788-3400 Email: MVonderMeulen@keithteam.com	LANDSCAPE ARCHITECT KEITH & Associates 2312 S. Andrews Ave. Fort Lauderdale, FL 33316 Contact: Michael Phillips, PLA, ASLA Ph: (954) 788-3400 Email: MPhillips@keithteam.com
	TRAFFIC ENGINEER DC Engineers, Inc. 12743 NW 13th Court Coral Springs, FL 33071 Contact: Suzanne Danielson, PE Ph: (954) 798-0926 JSDanielson12@outlook.com

I. PURPOSE AND INTENT

The purpose of the Planned Development District ("PDD") is to enable quality development for properties that due to the size or characteristics of the property, other implements of zoning regulation provided in the Land Development Code would result in under-utilized or under-developed property. The proposed development is a two-phase project that looks to provide 155 new multi-family rental apartments to low-income families in the City of Deerfield Beach. The subject site is unique in that it currently encompasses two very different zoning classifications, Residential Single-Family RS-4c and General Business B-3c. As such, developing it strictly under the zoning regulations for each district would yield a development of much lesser impact to the community.

The PDD will result in two separate phases with very distinct goals and character, we will refer to them as A) the "Villas" and B) the "Multi-story Apartments" as per the diagram below. The PDD will allow the Villas to comfortably accommodate 80 units, 40 of which were allocated through Resolution 2019-127, in the form of single-story villas intended for families (not age restricted) which will also complement the look of the surrounding single-family homes to create one cohesive neighborhood. The requested changes to setbacks will also allow for the provision of a clubhouse, sufficient landscaping and appropriate parking to satisfy a community of this nature.



Through this PDD, the Multi-story Apartments site will also be able to accommodate all 75 flex units allocated through Resolution 2019-127 in the form of an eight-story building with its own podium parking and residential amenities. Since the Multi-story Apartments phase will be developed and rented to low-income senior households, being able to accommodate all accessory uses and parking within the building is invaluable to its future residents. This can only be achieved through the PDD by modifying some of the setbacks, parking and height requirements. Furthermore, since the Multi-story Apartments site fronts a busier road, North Dixie Highway, a taller and more dense building will act as a great buffer to the inner blocks.

The PDD will provide much needed affordable housing for both family and senior households in communities and unit types designed to cater specifically to their needs. Without this PDD, it becomes less feasible and efficient to develop this large vacant piece in the Tallman Pines neighborhood. The proposed development is appropriate for the site since it adds residential opportunities and expands the variety of housing densities and intensities available to individuals and families wishing to reside in the City of Deerfield Beach. The site will be developed in a manner that is compatible with, and will enhance the character of, the surrounding area which is predominantly residential.

II. PROJECT DESCRIPTION

The subject site is located in the City of Deerfield Beach just north of Sample Road, and it is bounded by N Dixie Highway to the east, NE 38th Street to the north, NE 5th Avenue to the west and NE 37th Street to the south. Refer to **Exhibit A: Location Map**. The subject property is comprised of 42 individual lots along NE 38 Court and NE 39 Street between NE 5th Avenue and NE 8th Avenue. The site also includes one parcel that fronts N. Dixie Highway at NE 38 Court. The subject property is 9.06 net acres and is currently vacant. The site is zoned Residential Single-Family RS-4c and General Business B-3c (**Exhibit B**) with a future land use designation of Low Residential (5 DU/AC) and Commercial. The proposed zoning map to PDD is illustrated on **Exhibit C**.

The applicant proposes to develop the site known as Tallman Pines with residential units for low income families and seniors. The development will include: A) the Villas, consisting of nine 1-story garden apartment buildings on the west side of the property (directly to the north and south of NE 38th Court) for a total of 80 units; and B) the Multi-story Apartments, an 8-story apartment building along Dixie Highway with 75 units for seniors. The mix of units consists of the following: 40 one-bedroom apartments, 35 two-bedroom apartments, 44 two-bedroom villa apartments, 36 three-bedroom villa apartments for a total of 155 units. The site also includes ground parking and a clubhouse for the Villas, and podium parking in the high-rise building for the senior residents in the Multi-story Apartments site. There are also open space/park areas that will serve each of the communities.

The proposed site plan and anticipated changes are designed to accommodate adequate utility, vehicular and pedestrian access utilizing existing infrastructure. The overall design of the site considers the need for improved multimodal transportation options and pedestrian environment. There is a bus stop along the Dixie Highway frontage that will constitute an important service/amenity for the community once appropriate pedestrian connections are provided throughout the site to make the connection an easy walk.

From an architectural perspective, the garden apartments will be nestled into the residential fabric of Deerfield Beach with an elegant Craftsman style design. The ground floors are enhanced with small front porches that support the walkability of the site and along with a new, luscious tree canopy and connecting sidewalks these additions will transform the area into a more pedestrian-friendly atmosphere. These connections will follow through to the multi-story site along Dixie Highway. The multi-story apartment building, with its anchor and presence on the Dixie Highway corridor, will have a contemporary and welcoming appearance. The building will furnish large windows at the double-height loft spaces on the ground floor and vibrant colors that reflect the Pioneer Grove Standards adopted by the city. The multi-story building will have a usable rooftop for lounging and outdoor activities, including sustainable gardens for the residents. With a direct connection to public transportation at the front of the building, this community will have improved access to a wide range of transportation modes (public, bicycle, and pedestrian) and healthier lifestyle options.

III. STATEMENT OF NEED

The subject PDD meets the statement of need as demonstrated below:

- (1) The development and redevelopment of properties is apparent;

The applicant intends to develop the subject vacant site with a 155-unit residential development. To that end, the applicant will be submitting applications for site plan and rezoning, and has obtained an allocation of flex units to accomplish the proposed development of the site. The applicant is actively pursuing funding opportunities and has applied for financing to develop the proposed project.

- (2) The development and re-development of properties shall enhance the economic development strategies of the City of Deerfield Beach; and

The subject site is currently vacant. Housing stock in the City is relatively older, and this project will provide brand new housing options. The development of the site with residential units will increase the City's tax base and add housing opportunities for various income levels and age groups which would support the City's need for affordable and senior housing. The project proposes 80 affordable units for families and 75 affordable units for seniors. By making housing expenses more reasonable, the provision of affordable housing further supports the City's economic goals by ensuring residents have additional spending dollars that can now go to local entertainment, dining, shopping and education.

- (3) The development of properties with unique property characteristics, natural or manmade, that impede the development of these properties under the strict application of the regulations of the Land Development Code.

The subject site is currently zoned RS-4c and B-3c. The rezoning of the site to PDD will unify the zoning district for the site in order to provide a cohesive and functional residential development through the assemblage of individual lots to allow for more innovative building designs that will benefit the community and City at large. The PDD allows for strategic exceptions in some setbacks and lot coverage that makes it possible to efficiently use the flex units that have been approved for the project through a sensitive design solution that is still

compatible with the height and character of the surrounding neighborhood.

This is achieved by proposing a building type that consists of multiple units but retains the height and aesthetic look of single-family residences. At the same time, the building fronting the higher transit, commercial corridor along N. Dixie Highway, can then absorb the additional height needed to accommodate additional housing and podium parking within. This unique combination of building types, that truly respond to form and function, would not be easily achieved through the standard zoning district regulations. The PDD allows the applicant to tailor the design and provide an elevated residential product to future residents and the neighborhood.

IV. DEVELOPMENT AGREEMENT

In accordance with City of Deerfield Beach Land Development Code Sec. 98-68(c), the Applicant shall submit a Development Agreement, including a statement of need as outlined in the previous section, to be considered by the City Commission in conjunction with the rezoning application demonstrating that the applicant has provided for or complied with:

- (1) A higher level of connectivity via vehicular, pedestrian, and bicycle access to surrounding land uses, areas of public activity, mass transit, and the City as a whole.
- (2) Opportunities either regionally or on site to provide for affordable or senior designated housing.
- (3) Energy efficient and green building design including, but not limited to, use of bioswales and green walls, and other measures that will relieve pressure on public and private utility systems, and reduce pollution and urban heat islands.
- (4) A high quality of design and materials that is integrated throughout the site and will be complimentary to and enhance the surrounding neighborhood and the City as a whole.
- (5) The preservation and enhancement of desirable site characteristics, natural or manmade, including, but not limited to, vegetation, geological features, and historical features.
- (6) More useable and suitably located public open space and amenities.

A development Agreement for the Tallman Pines project will be approved by the Commission as part of the rezoning process.

V. MINIMUM SITE REQUIREMENTS

All lands included within the PDD are contiguous (including rights-of-way) and owned solely by the Applicant, the Broward County Housing Authority (BCHA).

VI. PROPERTY DEVELOPMENT REQUIREMENTS

In a PDD zoning district there are no set minimum lot size, setbacks, percentage of lot coverage, floor area coverage, floor area ratio or lot width. Due to their unique development characteristics, the new development standards proposed herein are based on the minimum required for each individual phase, each referred to as “Villas” and “Multi-story Apartments” as shown in the diagram provided in Section I of this report. The table below provides a reference to the standards required for each phase under strict application of the Broward County Land Development Code (“Broward LDC”) and the new proposed standard under this PDD. In summary, the PDD is seeking revisions from the following items:

VILLAS SITE:

- (1) Setbacks on NE 38th Court:** Setbacks for the Villas portion of this PDD are more appropriate if they are based on the layout of the proposed buildings as one large land assemblage rather than the current individual parcels. As such, this street is technically the front street for the buildings in this phase of the development. Decreasing this setback from 25 feet to 5 feet is justified because both the north and south side of NE 38th Court is lined with buildings that will belong to the same community (and these are still separated by a right-of-way). Doing this allows for more space within the community for sufficient parking and additional amenities without affecting the privacy of neighbors outside the Villas community.
- (2) Unit Sizes:** Since unit size requirements under RS-4c standards were not applicable in practicality to the program proposed in this PDD, larger minimum unit sizes are being established for two-bedroom and three-bedroom units to ensure adequate living spaces for future residents. These new minimum sizes align with Schedule A: Minimum Floor Areas for Multiple-Family Units in the Deerfield Beach Land Development Code.

MULTI-STORY APARTMENTS SITE:

- (1) Setback at the intersection of NE 38th Court and N. Dixie Highway:** This setback is proposed at 10 feet due to the uniquely angled corners of this parcel and the existing easements that reduce the overall usable area for building footprint. For these reasons, it is necessary to have the building closer to that main corner to maximize the challenging design for the parking garage floor plate. This corner is also the building's main entrance and decreasing the setback will make it more prominent and pedestrian friendly for anyone using the on-site bus stop on N. Dixie Hwy. This building placement also supports Pioneer Grove Standards which encourage this type of frontage along Dixie Highway.
- (2) Maximum Plot Coverage Percent:** Under the B-3c standards, a plot coverage of up to 35% would be allowed. An increase in the maximum plot coverage ratio is requested to maximize the size of the parcel and provide the number of affordable housing units that have been approved through Resolution 2019-197. The parcel's small size, easements and irregular shape would make this density otherwise unachievable, especially with the on-site parking deck being provided for residents. So instead, the new maximum plot coverage provided in this PDD aligns itself with the maximum allowed in the B-3 zoning category within the City of Deerfield Beach Land Development Code.
- (3) Unit Sizes:** Since there are no specified residential unit sizes under B-3c standards, minimum unit sizes are being established for all unit types to ensure adequate living spaces for future residents. These new minimum sizes align with Schedule A: Minimum Floor Areas for Multiple-Family Units in the Deerfield Beach Land Development Code.

A. "VILLAS" SITE DATA TABULATIONS



TABLE 1.1 "VILLAS" DIMENSIONAL REQUIREMENTS

Requirements	RS 4c	PDD	Justification
Lot Area, Min.	7,500 sq. ft.	8 acres	No change, meets Code
Density, Max.	4 DU/AC	80 units	40 flex units allocated through Resolution No.2019-127
Building Height, Max.	35 ft.	35 ft.	No change, meets Code
FAR	N/A	N/A	N/A
Setbacks, Minimum:			
NE 39 th Street min. (rear)	15 ft.	15 ft.	No change, meets Code
NE 38th Court min. (front)	25ft.	5 ft.	Buildings facing each other on this street are all part of the same Villas development so it does not affect other neighbors or setbacks to other properties. In fact, this allows us to maintain all other setbacks at or above the required minimum.
NE 5 Ave min. (side, street)	15 ft.	15 ft.	No change requested
NE 8 Ave min. (side, street)	15 ft	15 ft	No change requested
Southern perimeter (adjacent to residential, or rear) min.	15 ft	15 ft	No change requested
Lot Coverage %, max.	40%	40 %	No change requested
Parking Space	10 ft. x 20 ft.	10 ft. x 20 ft.	No change requested
Unit Sizes			
1 Bedroom	800 sq. ft.	800 sq. ft.	No change requested
2 Bedroom	800 sq. ft.	900 sq. ft.	New minimum proposed to ensure adequate sizing for residents, based on City of Deerfield LDC standards.
3 Bedroom	800 sq. ft.	1,050 sq. ft.	New minimum proposed to ensure adequate sizing for residents, based on City of Deerfield LDC standards.

Bolded items shaded blue are those requesting deviations.

B. “MULTI-STORY APARTMENTS” SITE DATA TABULATIONS

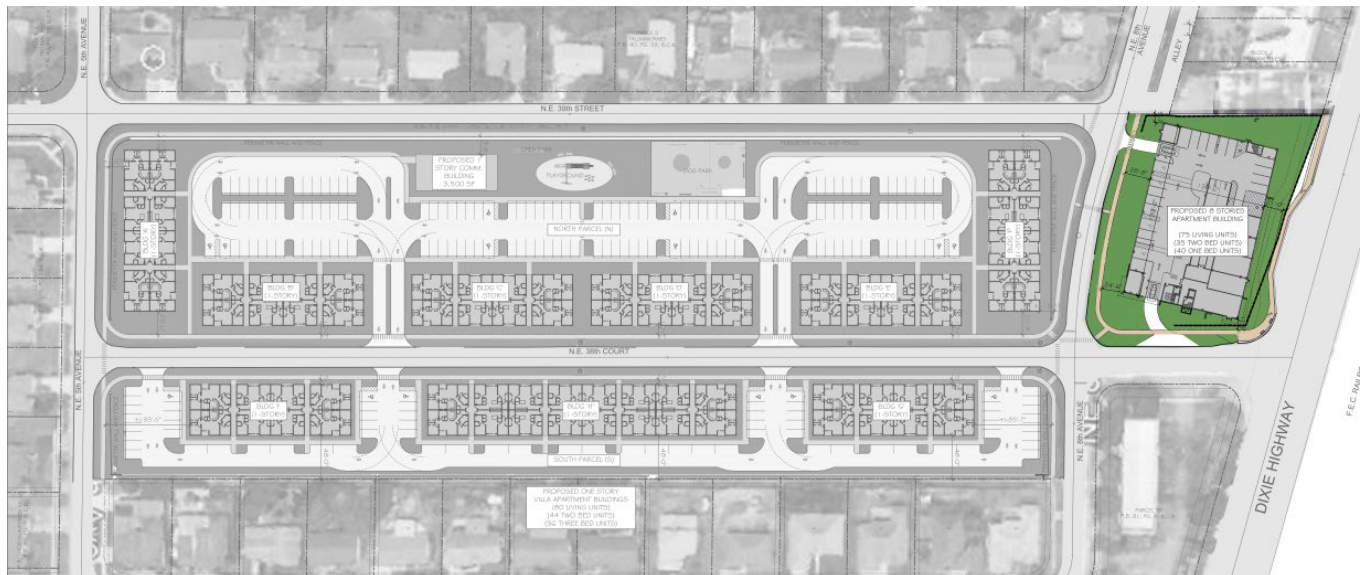


TABLE 1.2 “MULTI STORY APARTMENTS” DIMENSIONAL REQUIREMENTS

Requirements	B 3c	PDD	Justification
Lot Area, Min.	No minimum	1.06 acres	No change requested
Density, Max.	25 DU/AC	75 units	75 flex units allocated through Resolution No.2019-127
Building Height, Max.	35 -120 ft. (per Broward LDC Sec. 39-299)	35-120 ft.	No deviation requested from the maximum outlined in Broward County LDC Sec. 39-299. Podium is under the 55 feet maximum and the tower is under the 120 feet maximum which are the two limits that apply to this site based on its distance from Single Family zoned lots.
Setbacks, Minimum:			
● Setbacks	10 ft. All sides separated from a residentially zoned plot by a street (per Broward LDC Sec. 39-294.(f).2.)	10 ft.	No change requested or needed, since the North abuts B-3c zoning, the East fronts N. Dixie Hwy., the West abuts the Villas portion of this PDD, and the South fronts B-3c zoning.
● Intersection of NE 38 th Ct and N. Dixie Hwy.	25ft. (per Broward LDC Sec. 39-294.(f).4.)	10 ft.	At the intersection of NE 38 th Court and N. Dixie Highway it is necessary to have the building closer to that corner to maximize the building's floor plate with efficiency, mainly due to the site's irregular angles which make for a challenging parking garage design; this corner is also the building's main entrance and decreasing the setback will make that more prominent and pedestrian friendly for anyone using the on-site bus stop.
● Intersection of NE 38 th Ct and NE 8 th Ave,	25ft. per Broward LDC Sec. 39-294.(f).4.)	25 ft.	No change requested

● At intersection of a driveway and street	15ft. (per Broward LDC Sec. 39-294.(f).4.)	15 ft	No change requested
Landscape Buffer along NE 8 Ave.	10 ft. on all sides separated from a residentially zoned plot by a street.	10 ft.	No change requested; NE 8 Ave is the only side that this applies to and the setback there meets the landscape buffer definition in Broward LDC Sec. 39-294(f)2.
Plot Coverage %, Maximum	35%	65%	An increase in the maximum plot coverage ratio is requested to maximize the size of the parcel and provide the number of affordable housing units that have been approved through Resolution 2019-197. The parcel's small size and irregular shape would make this density otherwise unachievable, especially with the on-site parking deck provided for residents. Instead, the new maximum requested aligns with the maximum allowed in the B-3 zoning category within the City of Deerfield Beach.
Parking Space	10 ft. x 20 ft.	10 ft. x 20 ft.	No change requested
Unit Sizes			
1 Bedroom	Not specified	700 sq. ft.	New minimum proposed to ensure adequate sizing for residents, based on City of Deerfield LDC standards.
2 Bedroom	Not specified	900 sq. ft.	New minimum proposed to ensure adequate sizing for residents, based on City of Deerfield LDC standards.
3 Bedroom	Not specified	1,050 sq. ft.	New minimum proposed to ensure adequate sizing for residents, based on City of Deerfield LDC standards.

Bolded items shaded blue are those requesting deviations.

C. RESIDENTIAL DENSITY

The proposed residential density is consistent with the density allowed in the underlying land use with the flex units allocated through Resolution 2019-127.

D. PERMITTED USES/LIMITATIONS

The proposed residential use will be listed in the development agreement. The residential use is consistent with the City's Comprehensive Plan and Land Use designation because the residential use being proposed is already allowed in the existing Low Residential and Commercial future land uses, with the allocation of flexibility units.

E. PARKING REQUIREMENTS

Parking requirements in Section 98-88 of the Deerfield Beach Land Development Code are incorporated in the PDD. The parking spaces are indicated at 10' x 20' on the conceptual site plan but final site plan is not prevented from utilizing compact spaces as provided and allowed by code. A parking reduction of up to 25% for the total parking requirement of the Multi-story Apartments phase of the PDD is being requested to limit the height of the podium parking garage. Justifications include:

- a) The Villas portion of the PDD site plan is currently over-parked;
- b) The Multi-story Apartment building is currently under-parked but is proposed as a community restricted to households with seniors 55 and over, who oftentimes own only one car or no longer drive. This, combined with a public bus shed located directly on site and a covered passenger drop-off area for senior transportation services, should translate into lower automobile ownership among residents;
- c) Proposed podium parking under the multi-story building is limited in order to achieve the most efficient design and avoid further increasing the height of the parking podium, which would represent a significant increase in costs that would make this affordable housing development unfeasible to build;
- d) Since the office parking spaces needed in the Multi-story Apartment building are for management employees operating that building, Owner will enter into a shared use agreement between the two phases (for parking) which will include a provision that at least five (5) parking spaces on the Villas site be labeled and reserved for employees of the Multi-story Apartments phase and their related visitors (i.e. inspectors, compliance officers, etc). Pedestrian connections from the Villa's parking lot across NE 8th Avenue to the Multi-story Apartment's main entrance are already provided for in the conceptual site plan. This arrangement maximizes the availability of on-site parking for senior residents and their guests while maintaining overall building design efficiency.
- e) With this parking reduction, the PDD now ensures a parking configuration for both phases that has no parking spaces backing out into a public right-of-way, visually shields these parking spaces from street view and proposes no changes to any public right-of-way.

Table 2.1 "Villas" Parking Requirements			
Description		Required	Proposed
44 x 2-Bed. Unit	2.0 parking space / Unit	88 parking spaces	
36 x 3-Bed. Unit	2.5 parking space / Unit	90 parking spaces	
Total Residential		178 parking spaces	205 parking spaces
Community Bldg.	1/200 SF	12 parking spaces	12 parking spaces
Community Bldg. Accessory Uses	N/A	N/A	N/A
Total Project		190 parking spaces	217 parking spaces
ADA (part of total)	201 to 300 spaces	6 spaces**	14 spaces**
Overall Parking Ratio		2.38 spaces per unit	2.71 spaces per unit

** ADA parking is included/counted in the "Total Project" line item, not in addition to.

Table 2.2 "Multi story Apartments" Parking Requirements			
Description		Required	Proposed
40 x 1-Bed. Unit	1.5 parking space / unit	60 parking spaces	
35 x 2-Bed. Unit	2.0 parking space / Unit	70 parking spaces	
Total Residential		130 parking spaces	100 parking spaces
Accessory Uses	N/A	N/A	N/A
Total Project		130 parking spaces	103 parking spaces**
ADA (part of total)	101 to 150 spaces	5 spaces***	5 spaces***
Overall Parking Ratio		1.73 spaces per unit	1.37 spaces per unit

** Office spaces needed are for employees of management company operating the Multi-story Apartments. Since the Villas site is overparked, Owner shall enter into a shared use agreement between phases (for parking) which will include a provision that at least five (5) parking spaces in the Villas shall be labeled and reserved for employees of the Multi-story Apartments and their related visitors (i.e. inspectors, compliance officers, etc).

*** ADA parking is included/counted in the "Total Project" line item, not in addition to.

F. LANDSCAPE REQUIREMENTS

The Multi-story Apartment building site will follow Pioneer Grove Landscaping Standards which include items such as bioswales and sidewalks with pavers. The entrance to the 8-story building and the street frontage will be flanked with wide planting to incorporate shade trees.

Both phases will incorporate Edison Lighting style for all external lighting. Tropical plantings, varying widely in color form and texture will enhance the entire site. All of the planting is designed to create shade, frame views and most of all to be a complementary aesthetic feature. Much of the planting throughout the site will be natives or species that are very easily cared for. All landscape areas will be irrigated with an automatic irrigation system to provide 100% coverage with 100% overlap of spray. The system will be equipped with an automatic shut off device in case of rainfall.

Table 2 Landscaping Requirements	
General Requirements: Applicable to Entire PDD	
1 parking island every 10 spaces & 1 parking island at end of each row of parking	No change requested.
5 FT Perimeter Landscape Requirements Abutting Rear and Side Property Lines	No change requested.
Street Trees 30' o.c.	No change requested.
Sight Distance Clearance for Landscaping (intersection of an access and a ROW)	No change requested.
Sight Distance Clearance for Landscaping (intersection of two public ROWs)	No change requested.
Trees and Shrubs, required minimum quantities (trees)	
- One tree per terminal isle	No change requested.
- One tree per 30 l.f. periphery of property	No change requested.
Trees and Shrubs, required minimum quantities (shrubs and groundcovers)	
- 20 shrubs/groundcover for each required tree	No change requested.
Variety	
- 10% of all required trees shall be flowering species	No change requested.
- No more than 20% of all required trees shall be palms	No change requested.
- 50% of all required trees shall be native species	No change requested.
- 50% of all required shrubs/groundcover shall be native species	No change requested.
- 50% of required trees shall be installed relating to height of the structure	No change requested.
Specific Requirements: Applicable to Multi story Apartments Site only	
10 FT Perimeter Landscape Buffer Requirements Abutting Public ROW (Per Broward LDC Sec. 39-87 Table 2).	No change requested.
Multi-story Apartments site will follow pioneer grove standards	No change requested.

VII. CONCEPTUAL MASTER PLAN

A Conceptual Master Plan is provided as **Exhibit D**. The maximum development density/intensity proposed for the site is 155 dwelling units. The development is proposed to be constructed in two phases. The proposed site plan is illustrated on **Exhibit E**.

VIII. EVALUATION CRITERIA

The subject PDD conforms to the City's evaluation criteria for PDDs as demonstrated below.

- (1) Conform to the City's Comprehensive Plan policies and land use map designations.

The subject PDD is in conformance with the city and county Comprehensive Plans. The proposed 155 units are permitted under the Low Residential and Commercial land use designations with the approved allocation of flex units obtained through Resolution 2019-127. The proposed use of the site is supported by policies put in place to foster economic development and provide affordable housing opportunities.

- (2) Conform to the purpose and intent of the PDD District as set forth in subsection (a) of Section 98-68 and the criteria set forth in subsections (b) - (e) of that same section.

Subsection A: Purpose And Intent

The purpose of the PDD is to enable quality development for properties that due to the size or characteristics of the property, other implements of zoning regulation provided in the Land Development Code would result in under-utilized or under-developed property. The sites must demonstrate that they have unique property considerations, and that rezoning of property to the PDD district would provide a public benefit that would not otherwise be permitted if all regulations governing the land use and development of the site had to be met. The PDD district is intended to provide the flexibility to enable innovative design, while requiring a design that ensures that the development is compatible with surrounding existing development and public infrastructure.

The proposed development is a two-phase project that looks to provide 155 new multi-family rental apartments to low-income families in the City of Deerfield Beach; it will accommodate the new density in a way that also complements the existing neighborhood fabric. The subject site is unique in that it encompasses two very different zoning classifications, Residential Single-Family RS-4c and General Business B-3c. As such, developing it strictly under the zoning regulations for each district would yield a development of much lesser impact to the community.

The PDD will result in two separate phases with very distinct goals and character. The PDD will allow the Villas to comfortably accommodate 80 units (40 of which were allocated through Resolution 2019-127) in the form of single-story villas intended for families (not age restricted) which will also complement the look of the surrounding single-family homes to create one cohesive neighborhood. The requested changes to setbacks will also allow for the provision of a clubhouse, sufficient landscaping and appropriate parking to satisfy a community of this nature.

Through this PDD, the Multi-story Apartments site will also be able to accommodate all 75 flex units allocated through Resolution 2019-127 in the form of an eight-story building with its own podium parking and residential amenities. Since the Multi-story Apartments site will be developed and rented to low-income senior households, being able to accommodate all accessory uses and parking within the building is invaluable to its future residents. This can only be achieved through the PDD by modifying some of the setbacks, parking and height requirements. Furthermore, since the Multi-story Apartments site fronts a busier road, North Dixie Highway, a taller and more dense building will act as a great buffer to the inner blocks.

The PDD will provide much needed affordable housing for both family and senior households in communities and unit types designed to cater specifically to their needs. Without this PDD, it becomes less feasible and efficient to develop this large vacant piece in the Tallman Pines neighborhood. The proposed development is appropriate for the site since it adds residential opportunities and expands the variety of housing densities and intensities available to individuals and families wishing to reside in the City of Deerfield Beach. The site will be developed in a manner that is compatible with, and will enhance the character of, the surrounding area which is predominantly residential.

Subsection B: Statement Of Need

Per the City of Deerfield Beach Land Development Code Sec. 98-68(b), the subject PDD meets the statement of need as demonstrated below:

(1) The development and redevelopment of properties is apparent;

The applicant intends to develop the subject vacant site with a 155-unit residential development. To that end, the applicant will be submitting applications for site plan and rezoning, and has obtained an allocation of flex units to accomplish the proposed development of the site. The applicant is actively pursuing funding opportunities and has applied for financing to develop the proposed project.

(2) The development and re-development of properties shall enhance the economic development strategies of the City of Deerfield Beach; and

As mentioned in Section 3.(2)., the subject site is currently vacant. The development of the site with residential units will increase the City's tax base and add housing opportunities for various income levels and age groups which would support the City's need for affordable and senior housing. The project proposes 80 affordable units for families and 75 affordable units for seniors. By making housing expenses more reasonable, the provision of affordable housing further supports the City's economic goals by ensuring residents have additional spending dollars that can now go to local entertainment, dining, shopping and education.

- (3) *The development of properties with unique property characteristics, natural or manmade, that impede the development of these properties under the strict application of the regulations of the Land Development Code.*

As mentioned in Section 3.(2)., the subject site has the following unique characteristics that affect development:

- **Currently zoned RS-4c and B-3c, which are disjointed districts that will now be unified to provide a cohesive and functional residential development that is still compatible with the height and character of the surrounding neighborhood;**
- **Lots that are set up for single family residences with setbacks that are not conducive to the development of one cohesive community through the assemblage of individual lots to allow for more innovative building designs that will benefit the community and City at large;**
- **Site is separated by public rights-of-way that will remain unmodified thanks to the PDD;**
- **The Multi-story Apartments site has a parallelogram shape with inner corner angles that are not 90 degrees, which negatively affects the design of efficient parking and living spaces.**
- **Lack of public spaces, landscaping and appropriate pedestrian connections which can now be enhanced to provide a substantial public benefit.**

Subsection C: Development Agreement

In accordance with City of Deerfield Beach Land Development Code Sec. 98-68(c), the Applicant shall submit a Development Agreement, including a statement of need as outlined in the previous section, to be considered by the City Commission in conjunction with the rezoning application demonstrating that the applicant has provided for or complied with:

1. *A higher level of connectivity via vehicular, pedestrian, and bicycle access to surrounding land uses, areas of public activity, mass transit, and the City as a whole.*

The Development Agreement demonstrates how the proposed development commits to incorporating improved pedestrian connections and public spaces that are appropriately lit and landscaped, while still preserving the existing rights-of-way. The proposed site is composed of 43 vacant parcels that are now being consolidated in an efficient manner. There is a public bus stop on site that will also benefit from improvements and all residents will enjoy a better walk and/or bike ride to the stop.

2. *Opportunities either regionally or on site to provide for affordable or senior designated housing.*

The proposed development is 100% affordable housing rental apartments. Furthermore, the Multi-story Apartments building is 100% senior housing (75 units of the 155).

3. *Energy efficient and green building design including, but not limited to, use of bioswales and green walls, and other measures that will relieve pressure on public and private utility systems, and reduce pollution and urban heat islands.*

The proposed development will be certified under one of the following green building programs: Leadership in Energy and Environmental Design (LEED), Florida Green Building Coalition (FGBC), Enterprise Building Communities or ICC 700 National Green Building Standard (NGBS). It will also include green features such as Low or No-VOC paint, Energy Star certified refrigerators, dishwashers, fans and central A/C.

4. *A high quality of design and materials that is integrated throughout the site and will be complimentary to and enhance the surrounding neighborhood and the City.*

The design and material selection for the development are all in accordance with City of Deerfield Beach standards and even incorporate various Pioneer Grove standards. The new community will not only enhance the existing, older residential stock surrounding the site, but it will also complement the neighborhood by ensuring proper height transitions and much-needed landscaping improvements.

5. *The preservation and enhancement of desirable site characteristics, natural or manmade, including, but not limited to, vegetation, geological features, and historical features.*

The site is currently 43 vacant lots with no significant vegetation, geological or historical features to preserve. One important aspect that has been preserved and worked out through this PDD is the existing rights-of-way that separate the different properties. A design has been achieved that does not disrupt the existing patterns and connections.

6. *More useable and suitably located public open space and amenities.*

The pedestrian paths created by the proposed development are a necessary public improvement for this neighborhood. The proposed development will also replace a large, vacant tract of land that was effectively an unused desert providing no shade and contributing to the poor pedestrian conditions on site. Landscaped parklets on NE 8th Avenue will also provide a new public amenity to the neighborhood.

Subsection D: Minimum Site Requirements

All land to be included within the PDD shall be contiguous (including rights-of-way) and owned either solely by the applicant or by multiple owners who agree to be represented by the applicant.

All lands included within the PDD are contiguous (including rights-of-way) and owned solely by the Applicant, the Broward County Housing Authority (BCHA).

Subsection E: Property Development Requirements

There shall be no set dimensional regulations such as minimum lot size, height, setbacks, percentage of lot coverage, floor area ratio or lot width. The application shall provide all relevant site data tabulations and justification for all proposed relevant site data tabulations as part of the development agreement.

1. Residential Density

The proposed residential density is consistent with the density allowed in the underlying land use and the flex units allocated through Resolution 2019-127.

2. Permitted Uses/Limitations

The proposed residential use will be listed in the development agreement. The residential use is consistent with the City's Comprehensive Plan and Land Use designation because the residential use being proposed is already allowed in the existing Low Residential and Commercial future land uses, with the allocation of flexibility units.

3. Parking Requirements

Parking requirements in Section 98-88 Schedule B and C of the Deerfield Beach Land Development Code are incorporated in the PDD. The Villas phase in the PDD complies and exceeds the parking requirements (190 required; 217 proposed). A parking reduction of up to 25% for the total parking requirement of the Multi-story Apartments phase of the PDD is being requested to limit the height of the podium parking garage (130 required; 103 proposed). Justifications for this request include:

- The Villas portion of the PDD site plan is currently over-parked;
- The Multi-story Apartment building is currently under-parked but is proposed as a community restricted to households with seniors 55 and over;
- The parking reduction allows for a parking configuration where no cars are backing out into a public right-of-way and all parking is visually shielded from street views.

4. Landscape Requirements

The Multi-story Apartment building site will follow Pioneer Grove Landscaping Standards which include items such as bioswales and sidewalks with pavers. The entrance to the 8-story building and the street frontage will be flanked with wide planting to incorporate shade trees and frame access points.

Both phases will incorporate Edison Lighting style for all external lighting. Tropical plantings, varying widely in color, form and texture will enhance the entire site. All of the planting is designed to create shade, frame views and most of all to be a complementary aesthetic feature. Much of the planting throughout the site will be natives or species that are very easily cared for. All landscape areas will be irrigated with an automatic irrigation system to provide 100% coverage with 100% overlap of spray. The system will be equipped with an automatic shut off device in case of rainfall.

- (3) Provide a land use or combination of land uses that are arranged and designed in such a manner as to be well integrated with other land uses, the immediate surrounding area, the planned thoroughfare system, and other public facilities such as water and sewer systems, parks, schools, transit routes and utilities.

The proposed residential land use is compatible with the existing residential nature of the area. The project has been designed in a manner that is considerate of the densities of the existing neighborhood. The proposed project, through the use of building siting and orientation, architectural design, setbacks, and landscape design and buffers, provides a unique project that will be harmonious with the area. The project utilizes the existing street network and water and sewer infrastructure. The site is also adjacent to a major thoroughfare with potential for mass transit access. The project will provide neighborhood improvements through new shaded walking paths that connect all included blocks and open green spaces.

- (4) Adequately, reasonably and conveniently integrate into existing and planned streets, transit systems, public services, utilities and public facilities.

The proposed project is designed to integrate into the existing infrastructure in the area. The existing water and sewer infrastructure on NE 38th Court and 39th Avenue will be utilized. The surrounding roadway and transit network will adequately serve the site without any major disruptions or alterations. A traffic study utilizing methodology agreed upon between the City and the Applicant demonstrated that adequate capacity is available to support future traffic volumes.

- (5) Promote development that is appropriate to and well-integrated with its environmental setting and surrounding neighborhood, including existing vegetation, soils, geology, topography and drainage patterns.

The site has been cleared and has minimal trees and no environmental constraints. The soils are the same as developed parcels surrounding the site and the street network has set the proposed development topography. Drainage will be designed to meet city and water management standards. The heights proposed are a result of balancing the character of the surrounding neighborhood while maximizing the location of the multi-story building along the more trafficked, major roadway.

- (6) Adequately justify any deviations from standard development requirements based upon the overall quality of the plan provided, the need to address specific concerns outlined in the statement of need, and the need to address other conditions that may affect the viability of reasonably developing the property in a manner consistent with stated objectives of the City's Comprehensive Plan.

Justifications for deviations are provided in TABLE 1.1- "Villas" Dimensional Requirements and TABLE 1.2 "Multi-Story Apartments" Dimensional Requirements.

- (7) Provide innovative design in comparison with development reviewed under other base zoning district regulations and demonstrate how the objectives of the proposed PDD could not have been achieved by any other zoning category.

The applicant is proposing a mix of affordable units and senior housing opportunities which will supply the community with a variety of housing needs. The PDD allows the project to be designed in a manner that provides a variety of affordable housing types and a multi-story building for senior population on commercial land use, through allocation of flex units. Overall, the design and result of the proposed project will be an asset to the City of Deerfield Beach residents that would be more challenging to accommodate when applying other base district regulations. Limitations with setbacks and plot coverage ratios that would otherwise hinder this cohesive residential development are able to be addressed through this PDD while also creating a separate district with very specific goals.

- (8) For developments containing residential units, the PDD must provide for on-site open space and recreational amenities appropriate to the future residents and, to the extent practicable, provide for a variety of dwelling units and building types.

Generous open space and amenities will be provided as illustrated in the conceptual master plan provided on Exhibit D of this document. For the neighborhood, amenities include small green parklet areas at the corners of NE 8th Avenue with NE 39th Street and with NE 38th Court (around the multi-story building) and a landscaped buffer along NE 39th Street to serve as a new jogging path. For the private use of the new residential units, amenities also include a community clubhouse, playground and dog park in the Villas site and a rooftop/ outdoor lounge area in the multi-story building's podium deck.

The project proposes a variety of building and unit types which include garden style apartments (two and three bedrooms) and one 8-story apartment building along Dixie Highway with more compact senior-living residential units (one and two bedrooms).

- (9) For non-residential developments, the PDD shall provide for inviting, pedestrian oriented public spaces.

Not applicable

EXHIBIT A

LOCATION MAP

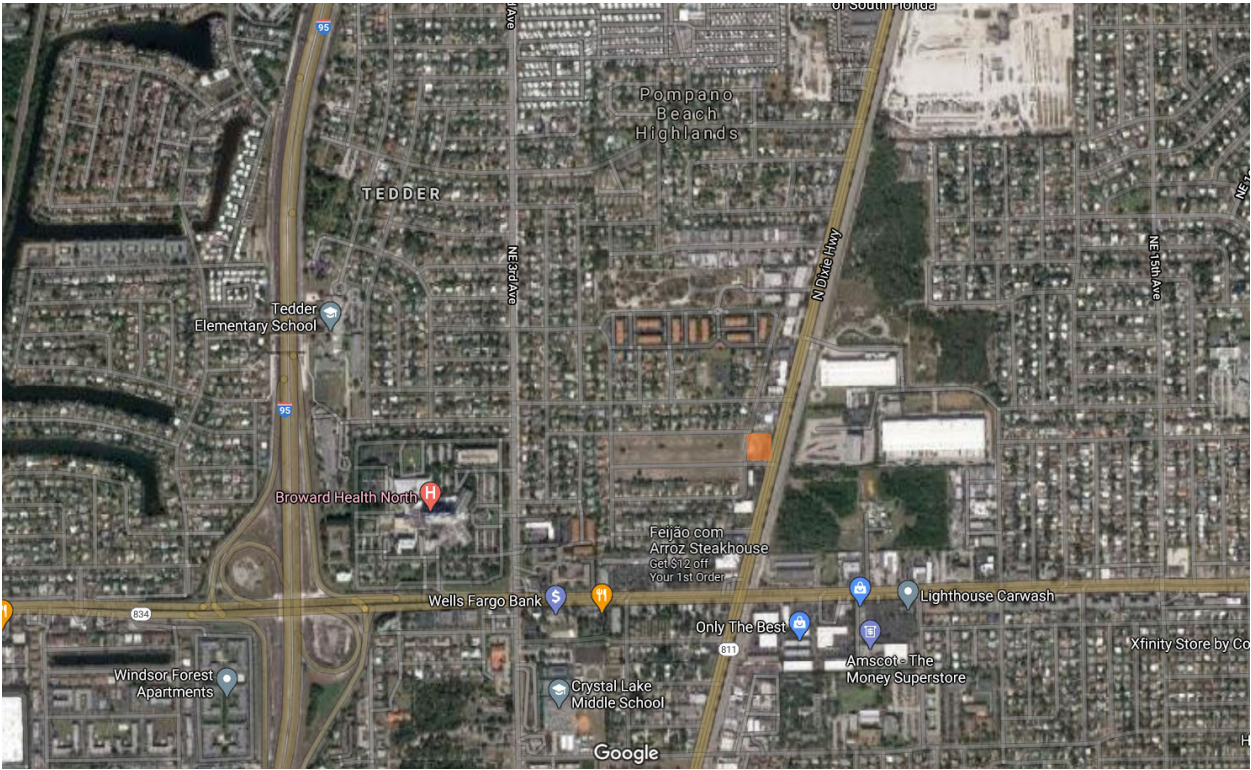


EXHIBIT B

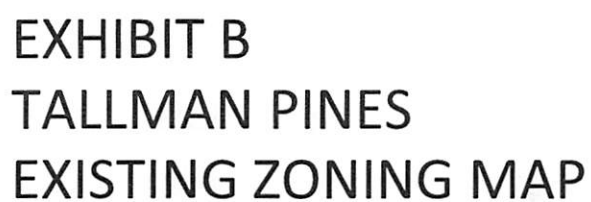


EXHIBIT C

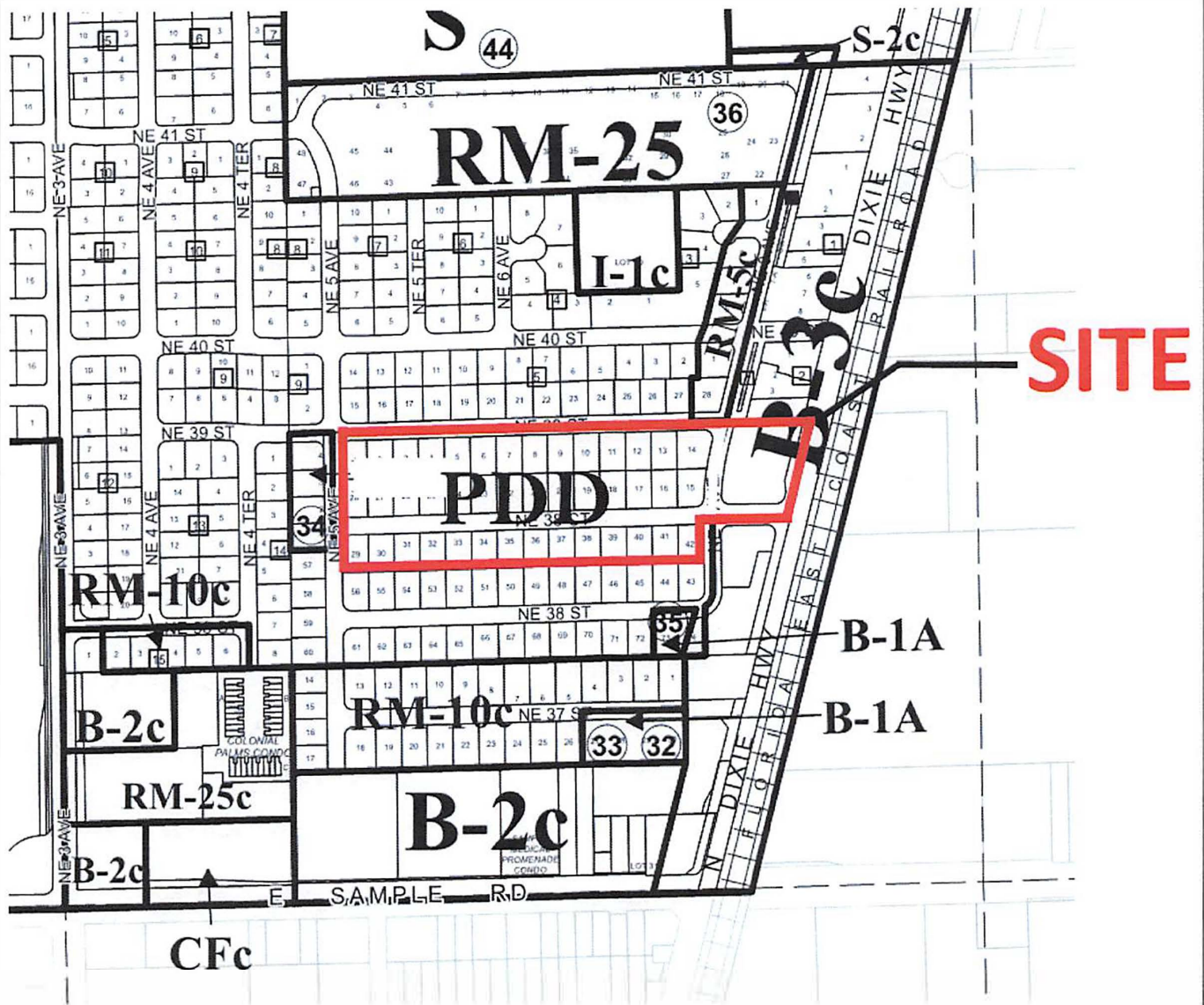


EXHIBIT C
TALLMAN PINES
PROPOSED ZONING MAP



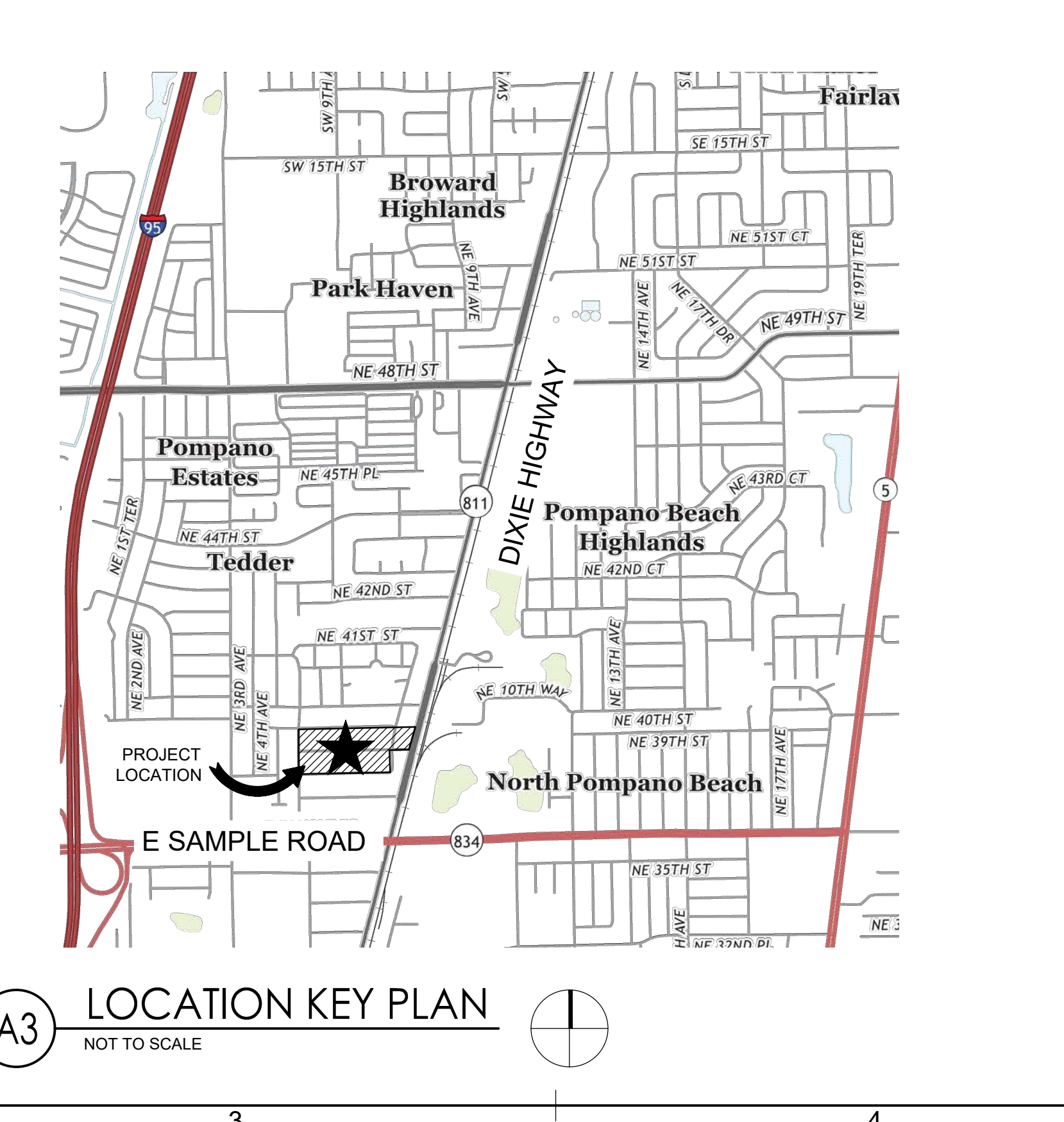
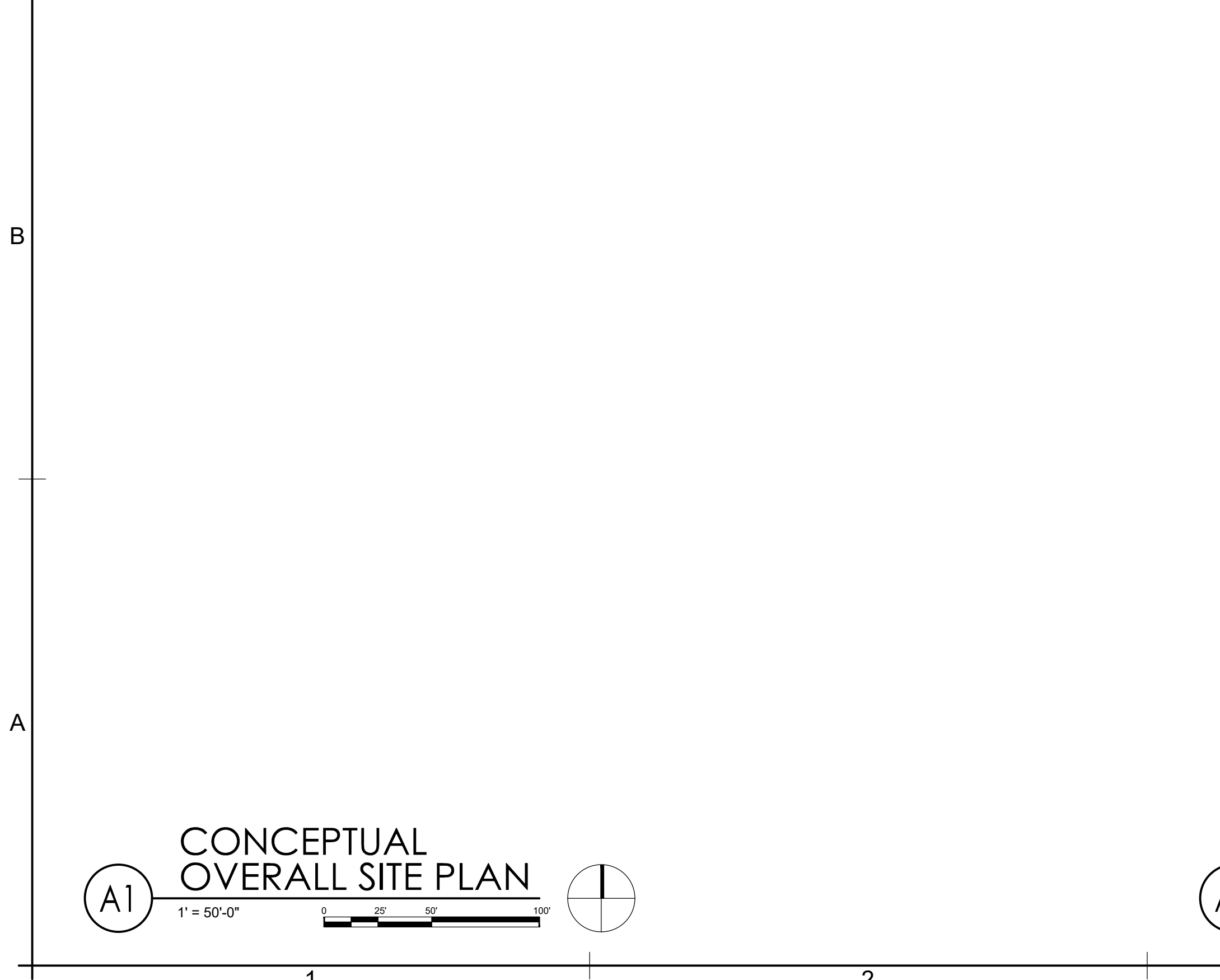
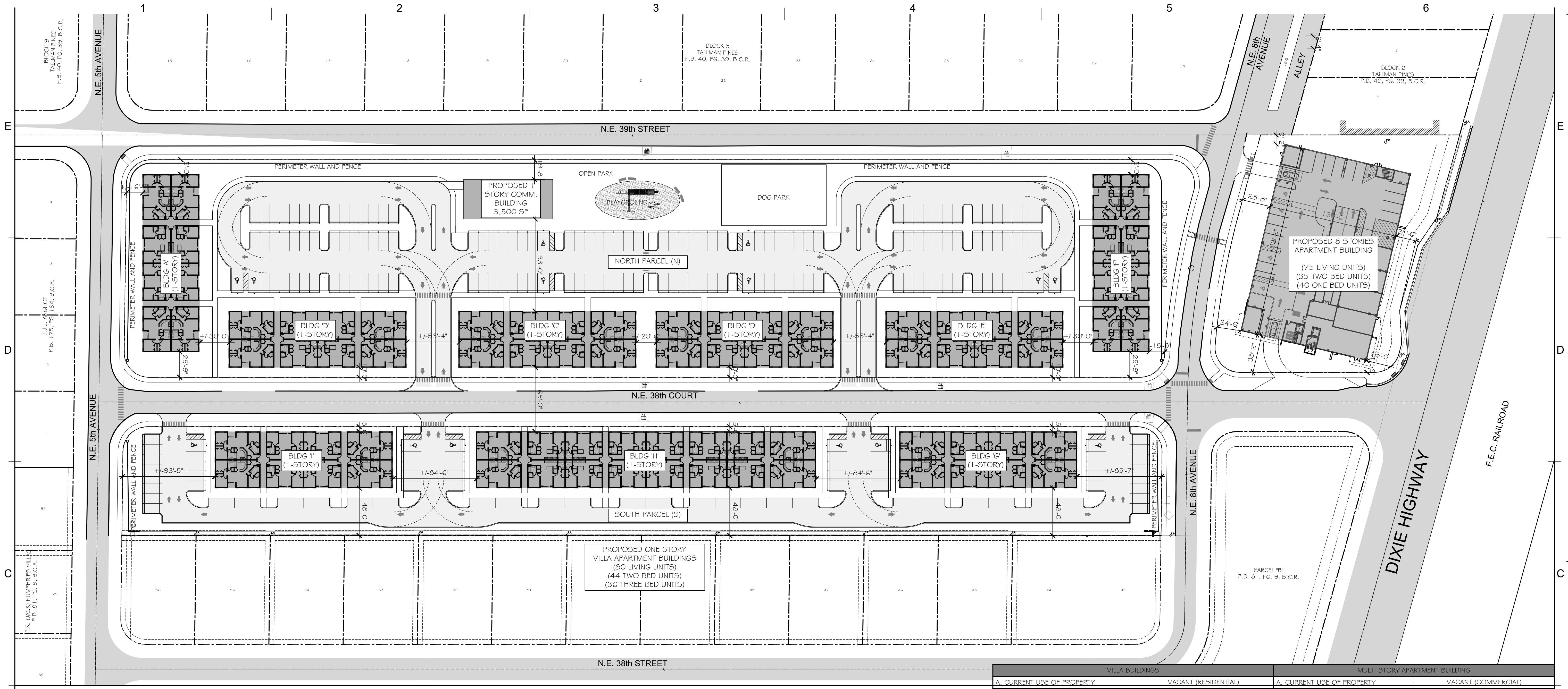
EXHIBIT D



EXHIBIT D - MASTER PLAN



EXHIBIT E



VILLA BUILDINGS			MULTI-STORY APARTMENT BUILDING		
A. CURRENT USE OF PROPERTY	VACANT (RESIDENTIAL)		A. CURRENT USE OF PROPERTY	VACANT (COMMERCIAL)	
B. LAND USE DESIGNATION	RESIDENTIAL		B. LAND USE DESIGNATION	COMMERCIAL	
C. ZONING DESIGNATION / REZONING	EXISTING	CONCEPTUAL DESIGN	C. ZONING DESIGNATION / REZONING	EXISTING	CONCEPTUAL DESIGN
PLANNED DEVELOPMENT DISTRICT	RS-4C	PDD	PLANNED DEVELOPMENT DISTRICT	B-3C	PDD
D. WATER / WASTE WATER SERVICE PROVIDER	CITY OF DEERFIELD BEACH		D. WATER / WASTE WATER SERVICE PROVIDER	CITY OF DEERFIELD BEACH	
E. SITE NET AREA	348,626 S.F.	8.00 ACRES	E. SITE NET AREA	45,845 S.F.	1.06 ACRES
BUILDING COVERAGE	40% MAX	101,635 SF (29.16%)	BUILDING COVERAGE	35% MAX	25,900 SF (56.49%)
IMPERVIOUS (SIDEWALKS / DRIVEWAYS)	N/A	132,449 SF (37.99%)	IMPERVIOUS (SIDEWALKS / DRIVEWAYS)	N/A	3,064 SF (6.68%)
PERVIOUS (OPEN SPACE)	15% MIN	114,542 SF (32.85%)	PERVIOUS (OPEN SPACE)	15% MIN	16,881 SF (36.93%)
TOTAL SITE AREA	348,626 S.F.	100%	TOTAL SITE AREA	45,845 S.F.	100%
F. BUILDING GROSS AREA			F. BUILDING GROSS AREA		
VILLA APARTMENT 1 STORY GROSS AREA	8x	10,260 S.F.	BUILDING 1 ST. FLOOR BLDG. (LOBBY & GARAGE)	1x	25,370 S.F.
VILLA APARTMENT "H" 1 STORY GROSS AREA	1x	19,555 S.F.	BUILDING 2ND & 3RD FLOOR BLDG. (GARAGE)	2x	23,080 S.F.
COMMUNITY BLDG AREA		2,400 S.F.	BUILDING 4TH FLOOR BLDG. (LIVING UNITS & TERRACE)	1x	25,370 S.F.
COMM. BLDG ACCESSORY USES	1x	1,100 S.F.	BUILDING 5TH THRU 8TH FLOOR BLDG. GROSS AREA (LIVING UNITS)	4x	14,600 S.F.
TOTAL BLDG. GROSS AREA	10 BUILDINGS	105,135 S.F.	TOTAL BLDG. GROSS AREA	1 BUILDING	155,300 S.F.
G. BUILDING HEIGHT PER CODE DEFINITION	35'-0" HEIGHT		G. BUILDING HEIGHT PER CODE DEFINITION	35 - 120 ft. (PER BROWARD LDC SEC. 39-299)	
H. STRUCTURE LENGTH		182 / 343 FEET	H. STRUCTURE LENGTH		182 / 343 FEET
I. PARKING CALCULATION			I. PARKING CALCULATION		
APARTMENT PARKING SPACES	REQUIRED (N) 106 (S) 70	PROPOSED (N) 136 (S) 69	APARTMENT PARKING SPACES	130 SPACES	
COMMUNITY BUILDING (1/200SF)	12	12	ACCESSORY USES	N/A	
COMM. BLDG ACCESSORY USES	N/A	N/A	TOTAL NUMBER OF PARKING	130 SPACES	103 SPACES
TOTAL NUMBER OF PARKING	190 SPACES	217 SPACES	HANDICAP PARKING SPACES	<5 SPACES>	<5 SPACES>
HANDICAP PARKING SPACES	<6 SPACES>	<14 SPACES>			
J. SETBACK MINIMUM			J. SETBACK MINIMUM		
NE 39TH STREET MIN. (REAR)	15'-0"	15'-0"	GENERAL SETBACKS	10'-0"	10'-0"
NE 38TH COURT MIN. (FRONT)	25'-0"	5'-0"	INTERSECTION 38TH CT & N. DIXIE	25'-0"	10'-0"
NE 5TH AVE (SIDE, STREET)	15'-0"	15'-0"	INTERSECTION 38TH CT & 8TH AVE	25'-0"	25'-0"
NE 8TH AVE (SIDE, STREET)	15'-0"	15'-0"	INTERSECTION OF A DRIVEWAY & STREET	15'-0"	15'-0"
SOUTHERN PERIMETER (ADJACENT TO RESIDENTIAL, OR REAR) MIN.	15'-0"	15'-0"			

SITE PLAN IMPROVEMENTS FOR:
APARTMENTS @
TALLMAN PINES

DEERFIELD BEACH, FLORIDA

barranco gonzalez • architecture • planning • interior design

1915 southeast 4th avenue fort lauderdale, fl 33316 phone: (954) 961-7685 fax: (954) 961-7685 email: bgonzalez@bgonzalez.com

DESIGNED
CVG

DRAWN
JO

CHECKED
CVG

DATE:
11/19/20

COMM:
200722

REVISIONS

OVERALL SITE PLAN

AS-101

THE ARCHITECT HEREBY EXPRESSLY RESERVE THEIR COPYRIGHT AND PROPERTY RIGHTS IN THESE PLANS. DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED, OR COPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING WRITTEN PERMISSION AND CONSENT. NOR ARE THEY TO BE ASSIGNED TO ANY PARTY WITHOUT FIRST OBTAINING SAID WRITTEN PERMISSION AND CONSENT.

Page 134 of 750



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-840

Agenda Date: 8/17/2021

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2021-097: ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 66 “TRAFFIC AND VEHICLES” OF THE CITY CODE OF ORDINANCES AT ARTICLE II “STOPPING, STANDING, PARKING” AND ARTICLE III “TOWING OF UNAUTHORIZED VEHICLES FROM PRIVATE PROPERTY” TO PROVIDE CONSISTENCY WITH STATE LAW; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

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 ~~striketrough~~.

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, FLORIDA
NOTICE OF PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED that a public hearing will be before the City Commission on **Tuesday, August 17, 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. 2021-097: 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.

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, August 6, 2021



BOARD OF TRUSTEES POLICE OFFICER'S RETIREMENT TRUST FUND

Creating Authority:

Ordinance No. 1130 under Authority of Florida Statutes Chapter 185.
Amended - Ordinance No. 1986/39

Method of Appointment:

Two (2) Residents selected by Commission for Two (2) Year Terms
Two (2) Police Officers elected by Police Officers for Two (2) Year Terms
One (1) Resident selected by the previous four (4) members and confirmed by Resolution
** Ordinance 2011/037 – extended terms from two (2) years to four (4) years for elected and appointed members.

Financial Disclosure:

Required

Compensation:

None. However, may receive expenses and per diem as provided by law.

Liaison:

Amanda Kish, Pension Resource Centers, 561-855-2210

Meeting Dates:

4th Thursday

Functions and Responsibilities:

The Board of Trustees shall have such powers, duties and responsibilities as are prescribed by law or as may, from time to time, be prescribed by Chapter 185.06 (F.S.) and/or amendments thereto as may be duly enacted.

Name Regular Members	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Richard Giuffreda Board (5 th Member) Chairman			Self	2018/115	08/29/18	09/30/22
Robert Schnakenberg Employees (Elected)			Self	2017/190	10/03/17	09/30/21
Andrew Gianino Employees (Elected)			Self	2018/149	09/17/18	09/30/22
Perry Victor (Commission)			Stark	2021/053	04/20/21	09/30/22
Robert Amante (Commission)			NEW	2019/004	01/15/19	09/30/23



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-865

Agenda Date: 8/17/2021

Status: BOARD APPOINTMENT

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Angeline Isen as a regular member to the Deerfield Beach Education Advisory Board to fulfill an unexpired term; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Education Advisory Board (the "Board") consists of five members. The Mayor and Commissioners each appoint one member to the Board. All terms expire on May 15th of the year the elected official leaves office.

Current Activity

District 2 representative Gwyndolen Clarke-Reed recently resigned from the Board, creating a vacancy on the Board. Vice Mayor Preston has nominated Angeline Isen to replace Ms. Clarke-Reed. If appointed, Ms. Isen's term will expire on May 15, 2023.

Recommendation

Approval is recommended.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPOINTING ANGELINE ISEN AS A REGULAR MEMBER TO THE DEERFIELD BEACH EDUCATION ADVISORY BOARD TO FULFILL AN UNEXPIRED TERM; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in accordance with City of Deerfield Beach City Code Section 2-205 et. seq., the Deerfield Beach Education Advisory Board (the “Board”) consisting of five members, has been established with the powers and duties set forth in the City Code; and

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

WHEREAS, the Mayor and Commissioners each appoint one member to the Board; and

WHEREAS, Gwendolyn Clarke-Reed resigned from the Board, creating a vacancy on the Board; and

WHEREAS, Angeline Isen has expressed an interest in serving on the Board and has been nominated by Vice Mayor Preston.

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. Angeline Isen is hereby appointed to serve as a regular member of the Board for a term ending May 15, 2023. All members shall serve without compensation.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: August 5, 2021

The attached application from Angeline Isen for the

Education Advisory Board

has been received.

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

- ☒ Regular Member
☐ Alternate Member

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

 8-5-21

Signature:

Date:

Appointing
Elected Official:

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

Please return to City Administration for processing.



City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: Education Advisory Board

Are you willing to be considered for an alternate Board or Committee? Yes ☒ No ☐

Name Angeline Isen

Address 1250 SW 10th Terrace

City Deerfield Beach State FL Zip 33441

I reside in District # (can be found on back of your Voter Registration Card)

Year-Round Resident? Yes ☒ No ☐

If No, how what months are you away?

Home Phone 954-496-5921 Work/Mobile Phone 954-496-5921

E-mail Simmy Isen@gmail.com

Employer 360 dots

Address 200 W Camino Real Boca Raton 33421

Occupation (if retired, please indicate and list former occupation)

Please list any governmental Advisory Boards or Committees on which you currently serve:

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas

B.S. marketing.
B.S. management

Professional: Certification(s)

Six Sigma greenbelt

Knowledge: Training, interest or experience

I am interested in education for all.

Community Involvement: List organizations/positions

RECEIVED
CITY OF DEERFIELD BEACH

Organizations: Memberships

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature:

Angeline Ise N

Date:

06/01/2021

Print Name:

Angeline Ise N

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Website: www.deerfield-beach.com

Fax: 954-480-4323

E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed.



EDUCATION ADVISORY BOARD

Creating Authority:

Ordinance No. 2017/020

Method of Appointment:

Ordinance No. 2017/020 – Five (5) Regular Members

Qualifications:

All members of the Board shall reside within the City of Deerfield Beach

All members of the Board shall be current or former educators or parents/guardians of current students

Financial Disclosure:

None

Compensation:

None

Liaison:

Jonathan Salas, Legislative & Community Affairs, (954) 480-4464

Meeting Dates:

1st Wednesday of the month at 7:00 p.m. at the Hillsboro Community Center

Functions and Responsibilities:

The Education Advisory Board shall participate in information exchange via newsletters and principals' offices with the administration of each school, serve as liaison between the schools, the community and the City Commission.

The Board also coordinates the activities of the City with those activities of local schools, colleges and universities in order to promote educational opportunities for residents of the City and promote programs and community involvement relating to education. With permission from the Mayor, the Chair can meet with members of the Broward County School Board on behalf of the Commission.

Name Regular Members	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Joseph Mendes (Mayor)	4087 NW 5 th Drive Deerfield Beach, FL 33442	531-1837 401-413-4356 (C)	SELF	2021/065	05/04/21	05/15/25
Michael Lubin (District 1)	16 Little Harbor Way Deerfield Beach, FL 33441	954-415-6812	NEW	2019/050	05/16/19	05/15/23
VACANT (District 2)			Clarke- Reed			05/15/23
Karen Shelly (District 3)	190 Durham D Deerfield Beach, FL 33442	561-350-2572	SELF	2021/065	05/04/21	05/15/25
Katherine Brighton (District 4)	760 NW 41 st Terrace Deerfield Beach, FL 33442	954-570-7188 (home) 954-263-1546 (cell)	NEW	2021/103	07/20/21	05/15/25



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-830

Agenda Date: 8/17/2021

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, accepting the 2021 AARP Community Challenge Grant in the amount of \$20,000.00 for the NE 3rd Avenue Tactical Urbanism Project; ratifying execution of the Grant Agreement with the AARP; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The AARP Community Challenge provides small grants to fund quick-action projects that can help communities become more livable for people of all ages. Applications are accepted for projects to improve public spaces, housing, transportation, civic engagement, and more.

In April 2021, the City of Deerfield Beach in partnership with the Broward Metropolitan Planning Organization ("BMPO") submitted an application for the 2021 AARP Community Challenge grant, in the amount of \$20,000, to purchase materials and supplies for the NE 3rd Avenue Tactical Urbanism Project between East Sample Rd and NE 44th St (the "Project"). This corridor is an undivided major collector road that is frequented by pedestrians of all ages due to its proximity to a residential neighborhood, local schools, a hospital, churches, and other community assets. The goal of the Project is to address community concerns by increasing the mobility, accessibility, and safety of the corridor through pedestrian treatments and traffic calming.

The Project was selected by BMPO to be the first tactical urbanism pilot project in Broward County.

Current Activity

In June 2021, the City received a notification of award in the amount of \$20,000 from AARP for the Project. To accept the award, the City was required to enter into a grant agreement with AARP within two weeks of notification of the award. Consequently, the City Manager executed the attached grant agreement on July 8, 2021 to comply with AARP deadline.

The Project is in the planning phase and will be implemented by November 2021.

Recommendation

It is recommended that the City Commission accept the grant award in the amount of \$20,000 and ratify execution of the Memorandum of Understanding and award documents between the City and AARP.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ACCEPTING THE 2021 AARP COMMUNITY CHALLENGE GRANT IN THE AMOUNT OF \$20,000.00 FOR THE NE 3RD AVENUE TACTICAL URBANISM PROJECT; RATIFYING EXECUTION OF THE GRANT AGREEMENT WITH THE AARP; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the AARP Community Challenge provides small grants to fund quick-action projects that can help communities become more livable for people of all ages; and

WHEREAS, in April 2021, the City of Deerfield Beach, in partnership with the Broward Metropolitan Planning Organization (“BMPO”), submitted an application for the 2021 AARP Community Challenge grant in the amount of \$20,000 to purchase materials and supplies for the NE 3rd Avenue Tactical Urbanism Project between East Sample Road and NE 44th Street (the “Project”); and

WHEREAS, the Project was selected by the BMPO to be the first tactical urbanism pilot project in Broward County; and

WHEREAS, the East Sample Road and NE 44th Street corridor is an undivided major collector road that is frequented by pedestrians of all ages due to its proximity to a residential neighborhood, local schools, a hospital, churches, and other community assets; and

WHEREAS, the goal of the Project is to address community concerns by increasing the mobility, accessibility, and safety of the corridor through pedestrian treatments and traffic calming; and

WHEREAS, in June 2021, the City received a notification of award in the amount of \$20,000 (the “Grant”) from the AARP for the Project; and

WHEREAS, to accept the Grant, the City was required to enter into a grant agreement with the AARP (the “Grant Agreement”) within two weeks of notification of the award; and

WHEREAS, due to this short timeframe, the City Manager executed the Grant Agreement with the AARP, attached as Exhibit “A,” to accept the Grant; and

WHEREAS, the City Commission finds it to be in the best interests of the City to accept the Grant and ratify execution of the Grant Agreement with the AARP, attached as Exhibit “A.”

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

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

Section 2. The City Commission hereby accepts the 2021 AARP Community Challenge Grant in the amount of \$20,000.00 for the Project.

Section 3. The City Commission hereby ratifies the City Manager’s execution of the Grant Agreement, attached as Exhibit “A.”

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

MEMORANDUM OF UNDERSTANDING

Grant Agreement

This MEMORANDUM OF UNDERSTANDING (the “Agreement”) serves as an agreement between **AARP**, a social welfare organization located at 601 E Street, NW, Washington, DC 20049 and City of Deerfield Beach a municipality located at 150 NE 2nd Avenue, Deerfield Beach, Florida 33441 (the “Organization”), in partnership with Broward Metropolitan Planning Organization (“BMPO”).

Whereas, AARP wishes to grant Organization funding for the purposes set forth herein, and Organization wishes to perform the grant activities described herein.

Therefore, the AARP and Organization agree as follows:

- 1. AARP Grant Terms and Conditions.** AARP shall provide Organization with grant funding of **\$20,000.00** (“Grant Funds”) so that Organization may improve the community by increasing walkability at NE 3rd Ave with the implementation of safety improvements and traffic calming (the “Project”). Organization will perform the activities described herein between the execution of this Agreement and December 31, 2021 (the “Grant Period”). Payment shall be provided according the schedule herein, and subject to the following terms and conditions:
 - a. Grant Fee Schedule.* AARP shall disburse Grant Funds to Organization, according to the schedule below.
 - i. AARP will provide a one-time payment of **\$20,000.00**
 - b. Scope of Grant and Anticipated Activities to be Funded.* Organization shall use the Grant Funds to undertake the following activities at NE 3rd Avenue between E Sample Road and NE 44th Street, City of Deerfield Beach, Florida and achieve the following deliverables (collectively, the “Grant Activities”):
 - i. Organization will purchase and install 24 wayfinding and informational signage (i.e. coroplast signs and sidewalk decals). (Note: The total number may be adjusted according to community input.)
 - ii. Organization will install pedestrian improvements to the intersections of NE 3rd Ave &: (NE 44th St, NE 41st St, NE 40th St and/or NE 39th Ct). The improvements shall include the following: traffic calming features and crosswalks with decorative surface treatments. (Note: Improvements may be adjusted according to community input.)
 - iii. Organization will conduct one Walk and Talk (Community Assessment Tour) in June 2021 to experience the corridor and collect feedback from the community to develop the scope and conceptual plan. (Note: Street elements may be adjusted according to community input.)
 - iv. Organization will conduct two in person/virtual public meetings throughout the duration of the project to adjust scope and get support from the public and elected officials (planning workshop with stakeholders by September 2021, and volunteer training meetings).
 - v. Organization will engage up to 80 volunteers over the course of the Project – Public involvement (Workshops) and Implementation (installation). Due to

COVID-19, the team is planning to organize different sessions and shifts to provide safe and comfortable conditions for volunteers.

- vi. Organization will install a Quick-Build installation by November, 2021. (Note: Schedule may be adjusted according to City staff availability, capability and other stakeholders including Community champions)
 - vii. Organization will host a ribbon cutting event in November 2021.
 - viii. Organization agrees that all Grant Activities shall be conducted in accordance with CDC, state and local health regulations.
 - ix. Organization will include AARP provided and approved branding and language that indicates AARP's support for the Project as applicable:
 - 1.b.ix.1 Events and Temporary Demonstrations: Signs, banners, or similar signage associated with the activity will indicate that the event or activity was funded with support from AARP
 - 1.b.ix.2 Permanent Structures: Structures (benches, wayfinding signs, community gardens, tables, seating, shelters, art installations, murals, or similar structures) will include a permanent plaque or other sign that indicates support from AARP
 - 1.b.ix.3 Printed, Digital Resources or similar communications: Materials will include the AARP logo and mention of support from AARP
 - x. Project(s) will be complete by December 31, 2021.
- c. *Reporting Requirements.* Grantee shall submit a financial and programmatic report to AARP within forty-five (45) days of the expiration of the Grant Period, detailing all progress or achievement of the activities described herein. The report shall include an itemized listing of any and all expenditures and draw-downs of the Grant Funds made during the Grant Period. Organization will submit After Action Report with visuals (photos and/or video) to AARP national office by December 31, 2021.
- d. *Documentation and Right to Audit.* Organization shall retain invoices, receipts, accounting records and other supporting documentation for at least five (5) years following the expiration of the Grant Period. Organization shall maintain books and records consistent with generally accepted accounting principles and good business practices. AARP retains the right to audit Organization's books and records upon reasonable notice, for the limited purpose of confirming that funds are expended and drawn down solely to conduct Grant Activities and in accordance with the terms of this Agreement.

2. Permissible Use of Funds, Repayments, and Refunds. Organization shall use the Grant Funds exclusively for the performance of Grant Activities. AARP retains the right to receive an immediate refund of all improperly expended or unearned funds, as determined in AARP's sole reasonable discretion, from Organization upon written demand. If Organization anticipates a change in the scope or direction of Grant Activities, it must procure prior written approval from AARP before expending Grant Funds for any activity not specifically detailed herein. Furthermore, upon the expiration of the Grant Period or if Organization fails to comply with any term of this Agreement, Organization agrees to return any unexpended portion of the Grant Funds in Organization's possession upon written demand from AARP.

3. Term and Termination. The effective date of this agreement shall be the date of execution, and the Agreement shall automatically terminate on January 31, 2022. The Agreement may be terminated by

AARP at any time and for any reason upon written notification to Organization. Upon such termination, Organization shall not be required to return any portion of the paid Grant Funds to AARP, and AARP shall have no further obligation to provide Organization with any unpaid portion of the Grant Funds.

- 4. No Implied Agency.** Nothing in this Agreement shall be deemed to create any partnership, joint venture, joint enterprise, or agency relationship among the parties, and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto, in the absence of a separate writing, executed by an authorized representative of the other party. Each party shall be solely responsible for its employees and contractors used to provide the Agreement.
- 5. No commercial or political activity.** Both parties recognize that AARP is a non-profit, non-partisan tax-exempt organization and agree that the Grant Funds will not be used to support or oppose political candidates or initiatives. Notwithstanding any specific deliverable herein, Grant Funds shall not be used to promote any commercial product or for-profit corporation.
- 6. Indemnification.** Each Party shall each be separately liable and responsible for the actions of their own respective officers, agents and employees in the performance of their respective obligations under this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.
- 7. Insurance.** Both parties agree to carry and maintain, or require their contractor performing work on the Project to carry and maintain, comprehensive general liability and professional liability in an amount not less than one million dollars (\$1,000,000) and workers' compensation insurance in an amount as required by applicable law.
- 8. Acknowledgment and Trademark Licenses.** Organization shall acknowledge AARP in any press release, public announcement, or publicly-released documents related to the Grant Activities detailed herein. To that end, AARP grants Organization a royalty-free non-exclusive, revocable license to use its name and corporate logo solely for that purpose upon the advance written approval of AARP in each instance. In addition, Organization grants AARP a non-exclusive, royalty-free, world-wide, license to use Organization's corporate trademark, including its name and/or logo for the limited purpose of communications regarding the Grant between AARP and Organization to AARP members, the 50+ and the general public in promotion of AARP in all media and mediums, including without limitations, broadcast, print, online and AARP membership materials until the expiration or termination of this Agreement. All trademark licenses granted under this section are non-transferrable and shall automatically terminate at the expiration or termination of this Agreement.
- 9. Publicity.** Notwithstanding any specific deliverable herein, neither party may issue a press release, hold a press conference, or otherwise refer to the other party in any manner with respect to this Agreement without the prior written consent of such other party.
- 10. Warranties.** Each Party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into,

and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement; and (e) the content, media and other materials used or provided as part of the Agreement shall comply with all applicable laws and regulations and shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party. If necessary, Organization shall enter into written agreements and obtain written releases from third parties, in order to ensure that any work product can be used by AARP as contemplated herein.

11. Confidentiality and Privacy. Subject to compliance with Chapter 119, Florida Statutes, both parties agree to take commercially reasonable measures to protect information obtained from the other, provided information is marked "confidential" or is of such a nature that the recipient party has reason to believe it is confidential. Organization shall not rent, sell, lease, distribute, or otherwise knowingly make available to any third party any information obtained from AARP about AARP, AARP members, or any AARP activity, unless (i) prior written authorization has been obtained; or (ii) Organization is required to release information by valid subpoena or court order. This section shall survive the expiration or termination of this Agreement.

12. Additional Terms. Organization shall not assign or otherwise transfer this Agreement, including by change of control, to any party without the prior written consent of AARP. This Agreement represents the entire agreement between Parties and replaces any prior agreement or proposed variation. Should there be any conflict between any forms or documents exchanged by the Parties, the terms and conditions of this Agreement shall govern. This Agreement shall be amended only by mutual written agreement executed by all Parties or their respective designees. The Parties agree that this Agreement will be governed by the Laws of the District of Columbia without regard to District of Columbia conflict of laws statutes/rules. If any portion of this Agreement shall be declared illegal, void or otherwise unenforceable, the remaining provisions will not be affected, but will remain in full force and effect.

13. Notice. For purposes of this Agreement, the following individuals shall serve as points of contact, including delivery of reports, for both AARP and the Organization:

AARP

Jean Setzfand
SVP, Programs
601 E Street, NW, WDC 20049

City of Deerfield Beach

Aneisha Nicholas
150 NE 2nd Avenue
Deerfield Beach, Florida, 33441

ACCEPTED AND AGREED TO BY:

AARP

By: Jean Setzfand

City of Deerfield Beach

By: 

Printed Name: Jean Setzfand

Title: Senior Vice President, Programs

Date: 7/12/21

Printed Name: David Santucci

Title: City Manager

Date: July 8, 2021



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-835

Agenda Date: 8/17/2021

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 grant of a 10' X 10' utility easement on the northwest corner of 330 N. Ocean Dr. to FPL; approving the grant of a 6' X 85' utility easement along the southern property line of 330 N. Ocean Dr. to FPL; authorizing execution of the two easements for the S-Curve Utility Undergrounding and Streetscape Project; providing for implementation, conflicts, and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Deerfield Beach Community Redevelopment Agency (the "CRA") is in the final design and permitting stages of the S-Curve Utility Undergrounding and Streetscape Project (the "Project"). During design development, FPL identified seven easements on City or private properties that are needed to complete the Project. CRA staff are working with private property owners to execute these easements.

Current Activity

FPL Easements #5 & #6 of the Project are located at the Kirk Cottrell Pavilion, which is owned by the City. Easement #5 is needed for a new ground mounted transformer that replaces an existing pole mounted transformer. Easement #5 is 10' x 10' in size and will be in a landscape bed in the northwest corner of the property. Easement #6 is needed to underground utility services for the Kirk Cottrell Pavilion. Easement #6 is 6' x 85' and runs along the southern property line. All work associated with these easements will be constructed using directional boring rather than open trenching to avoid damage to the newly improved site. The easement agreements with FPL are non-exclusive, thereby also providing space for undergrounding of ATT and Comcast utilities in the same easement area.

This is a CRA funded project using Tax Increment Revenue. Approval of the easements has no fiscal impact on the City.

Recommendation

The City Commission is asked to approve the Resolution granting these easements.

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE GRANT OF A 10 FOOT BY 10 FOOT UTILITY EASEMENT ON THE NORTHWEST CORNER OF 330 N. OCEAN DR. TO FPL; APPROVING THE GRANT OF A 6 FOOT BY 85 FOOT UTILITY EASEMENT ALONG THE SOUTHERN PROPERTY LINE OF 330 N. OCEAN DR. TO FPL; AUTHORIZING EXECUTION OF THE TWO EASEMENTS FOR THE S-CURVE UTILITY UNDERGROUNDING AND STREETScape PROJECT; PROVIDING FOR IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, the Deerfield Beach Community Redevelopment Agency (the “CRA”) is in the final design and permitting stages of the S-Curve Utility Undergrounding and Streetscape Project (the “Project”); and

WHEREAS, during design development of the Project, FPL identified two utility easements at the Kirk Cottrell Pavilion, which is owned by the City, that are needed to complete the Project; and

WHEREAS, one easement, which is needed for a new ground mounted transformer that replaces an existing pole mounted transformer, is 10’ x 10’ in size and will be in a landscape bed in the northwest corner of the property located at 330 N. Ocean Dr. (“Easement #5”); and

WHEREAS, the second easement, which is needed to underground utility services for the Kirk Cottrell Pavilion, is 6’ x 85’ and runs along the southern property line of 330 N. Ocean Dr. (“Easement #6”) ; and

WHEREAS, the easement agreements with FPL are non-exclusive thereby also providing space for undergrounding of ATT and Comcast utilities in the same easement area; and

WHEREAS, the City Commission finds that approving Easement #5 and Easement #6 serves a municipal purpose; and

WHEREAS, the City Commission finds that approval of Easement #5 and Easement #6 is in the best interest and welfare of the residents 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 City Commission hereby approves granting FPL Easement #5 and Easement #6, as shown in Exhibits “A” and “B” respectively, together with any non-substantial changes acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3. The appropriate City officials are hereby authorized and directed to execute the necessary documents, including Easement #5 and Easement #6, to effectuate the purpose and intent of this Resolution.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

Work Request No. 9579788

Sec. 5, Twp 48 S, Rge 43 E

Parcel I.D. 484305010120
(Maintained by County Appraiser)

EASEMENT (BUSINESS)

This Instrument Prepared By

Name: LONDON M. CROSS
Co. Name: CARNAHAN PROCTOR & CROSS
Address: 814 S. MILITARY TRAIL
DEERFIELD BEACH, FL 33442

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See Exhibit "A" ("FPL Easement #5")

Together with the right to permit FPL to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for FPL's communications purposes in connection with electric service; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

Entity Name:

(Witness' Signature)

By: _____

Print Name: _____
(Witness)

Print Name: _____

Print Address: _____

(Witness' Signature)

Print Name: _____
(Witness)

STATE OF _____ AND COUNTY OF _____. The foregoing instrument was acknowledged before me by [] physical presence or [] on-line notarization, this _____ day of _____, 20__, by _____, the _____ of _____ a _____, who is personally known to me or has produced _____ as identification, and who did (did not) take an oath. (Type of Identification)

My Commission Expires:

Notary Public, Signature

Print Name _____

**CERTIFICATE OF AUTHORIZATION NO. LB 2936**

CIVIL ENGINEERING | CONSTRUCTION SERVICES | GEOMATICS

814 SOUTH MILITARY TRAIL, DEERFIELD BEACH, FL 33442

PHONE: (954) 972-3959 FAX: (954) 972-4178

www.carnahan-proctor.com

EXHIBIT "A"
SKETCH AND DESCRIPTION
FPL EASEMENT #5**DESCRIPTION:**

A PORTION OF LOT 66, BLOCK 1, ACCORDING TO THE PLAT "**SUPPLEMENTARY PLAT OF LONG SUBDIVISION**", AS RECORDED IN PLAT BOOK 1, PAGE 14, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 66, THENCE NORTH 05°32'39" EAST, ALONG THE WESTERN LINE OF SAID LOT 66, BEING ALSO AN EAST RIGHT-OF-WAY LINE STATE ROAD A-1-A, FOR 25.53 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE NORTH 05°32'39" EAST, ALONG SAID WESTERN LOT LINE, FOR A DISTANCE OF 10.00 FEET; THENCE SOUTH 84°27'21" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 05°32'39" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 84°27'21" WEST, A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS SITUATE IN THE CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA, AND CONTAINS 100 SQUARE FEET MORE OR LESS.

NOTES:

1. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR A CERTIFIED DIGITAL SIGNATURE OF A REGISTERED FLORIDA SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE BASED ON THE BASE MAPS FOR RIGHT-OF-WAY LINES AND BASE LINES WERE TAKEN FROM **FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY CONTROL SURVEY FOR STATE ROAD A-1-A**, SECTION 86050-1510.
3. THE LANDS SHOWN HEREON ARE SUBJECT TO ALL EASEMENTS, RESERVATIONS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.
4. LAND DESCRIPTION SHOWN HEREON IS PREPARED BY THE SURVEYOR.
5. THIS IS NOT A SURVEY.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH AS SHOWN HEREON CONFORMS TO THE APPLICABLE STANDARDS OF PRACTICE FOR SURVEYS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES, AND ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

LANDON M. CROSS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS3348

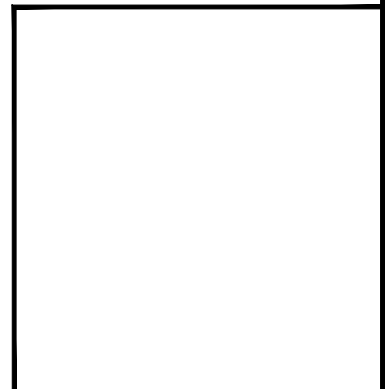
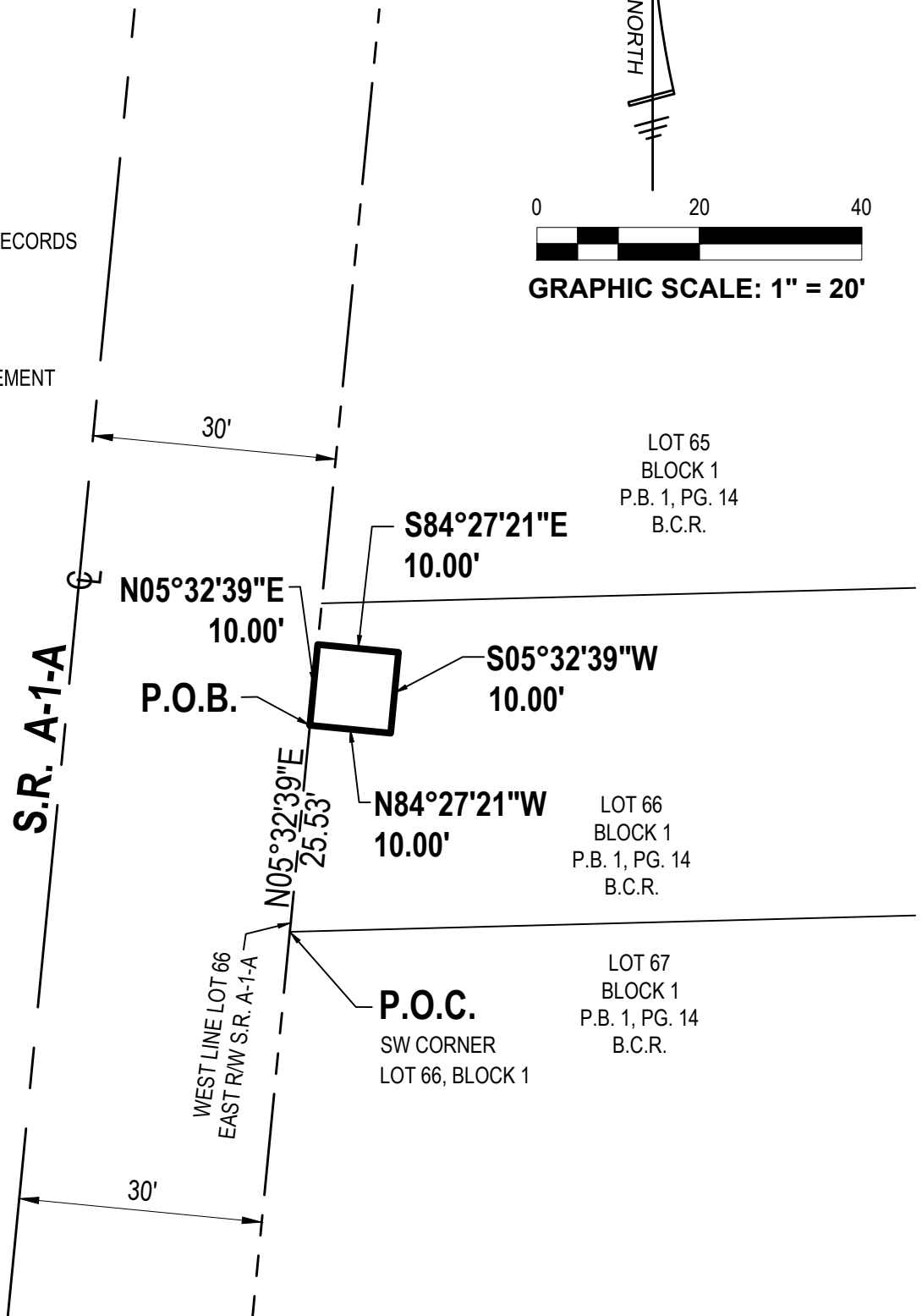
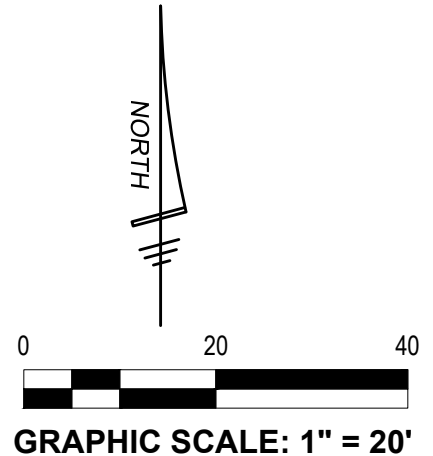


EXHIBIT "A" **SKETCH AND DESCRIPTION** **FPL EASEMENT #5**

ABBREVIATION:

CL = CENTERLINE
 B.C.R. = BROWARD COUNTY RECORDS
 N.T.S. = NOT TO SCALE
 P.B. = PLAT BOOK
 PG. = PAGE
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT
 R/W = RIGHT OF WAY
 S.R. = STATE ROAD



PROJECT NO.	200311 FPL ESMT #5	SCALE:	1" = 20'
	A-1-A	DATE:	5/13/2021
DWG. BY:	NI	SKETCH AND DESCRIPTION	
CH'D BY:	LMC	SHEET 2 OF 2 SHEETS	



Work Request No. 9579788

Sec. 5, Twp 48 S, Rge 43 E

Parcel I.D. 484305010120
(Maintained by County Appraiser)

EASEMENT (BUSINESS)

This Instrument Prepared By

Name: LONDON M. CROSS
Co. Name: CARNAHAN PROCTOR & CROSS
Address: 814 S. MILITARY TRAIL
DEERFIELD BEACH, FL 33442

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See Exhibit "A" ("FPL Easement #6")

Together with the right to permit FPL to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for FPL's communications purposes in connection with electric service; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

(Witness' Signature)

Print Name: _____
(Witness)

(Witness' Signature)

Print Name: _____
(Witness)

Entity Name:

By: _____

Print Name: _____

Print Address: _____

STATE OF _____ AND COUNTY OF _____. The foregoing instrument was acknowledged before me by [] physical presence or [] on-line notarization, this _____ day of _____, 20__, by _____, the _____ of _____ a _____, who is personally known to me or has produced _____ as identification, and who did (did not) take an oath. (Type of Identification)

My Commission Expires:

Notary Public, Signature

Print Name _____

**CERTIFICATE OF AUTHORIZATION NO. LB 2936**

CIVIL ENGINEERING | CONSTRUCTION SERVICES | GEOMATICS

814 SOUTH MILITARY TRAIL, DEERFIELD BEACH, FL 33442

PHONE: (954) 972-3959 FAX: (954) 972-4178

www.carnahan-proctor.com

EXHIBIT "A"
SKETCH AND DESCRIPTION
FPL EASEMENTS #6**DESCRIPTION:**

A PORTION OF 10 FOOT ALLEY, BLOCK 1, ACCORDING TO THE PLAT "**SUPPLEMENTARY PLAT OF LONG'S SUBDIVISION**", AS RECORDED IN PLAT BOOK 1, PAGE 14, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID ALLEY, BEING ALSO THE NORTHWEST CORNER OF LOT 69; THENCE NORTH 05°32'39" EAST, ALONG THE WEST LINE OF SAID ALLEY, BEING ALSO AN EAST RIGHT OF WAY OF STATE ROAD A-1-A, A DISTANCE OF 5.04 FEET; THENCE NORTH 88°30'35" EAST A DISTANCE OF 85.03 FEET; THENCE SOUTH 01°29'25" EAST A DISTANCE OF 5.00 FEET; THENCE SOUTH 88°30'35" WEST, ALONG A SOUTH LINE OF SAID ALLEY, BEING ALSO A NORTH LINE OF LOT 69, A DISTANCE OF 85.64 FEET, TO THE **POINT OF BEGINNING**.

SAID LANDS SITUATE IN THE CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA, AND CONTAINS 427 SQUARE FEET MORE OR LESS.

NOTES:

1. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR A CERTIFIED DIGITAL SIGNATURE OF A REGISTERED FLORIDA SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE BASED ON THE BASE MAPS FOR RIGHT-OF-WAY LINES AND BASE LINES WERE TAKEN FROM **FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY CONTROL SURVEY FOR STATE ROAD A-1-A**, SECTION 86050-1510.
3. THE LANDS SHOWN HEREON ARE SUBJECT TO ALL EASEMENTS, RESERVATIONS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.
4. LAND DESCRIPTION SHOWN HEREON IS PREPARED BY THE SURVEYOR.
5. THIS IS NOT A SURVEY.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH AS SHOWN HEREON CONFORMS TO THE APPLICABLE STANDARDS OF PRACTICE FOR SURVEYS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES, AND ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

LANDON M. CROSS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS3348

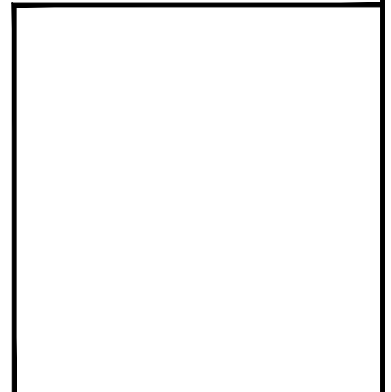
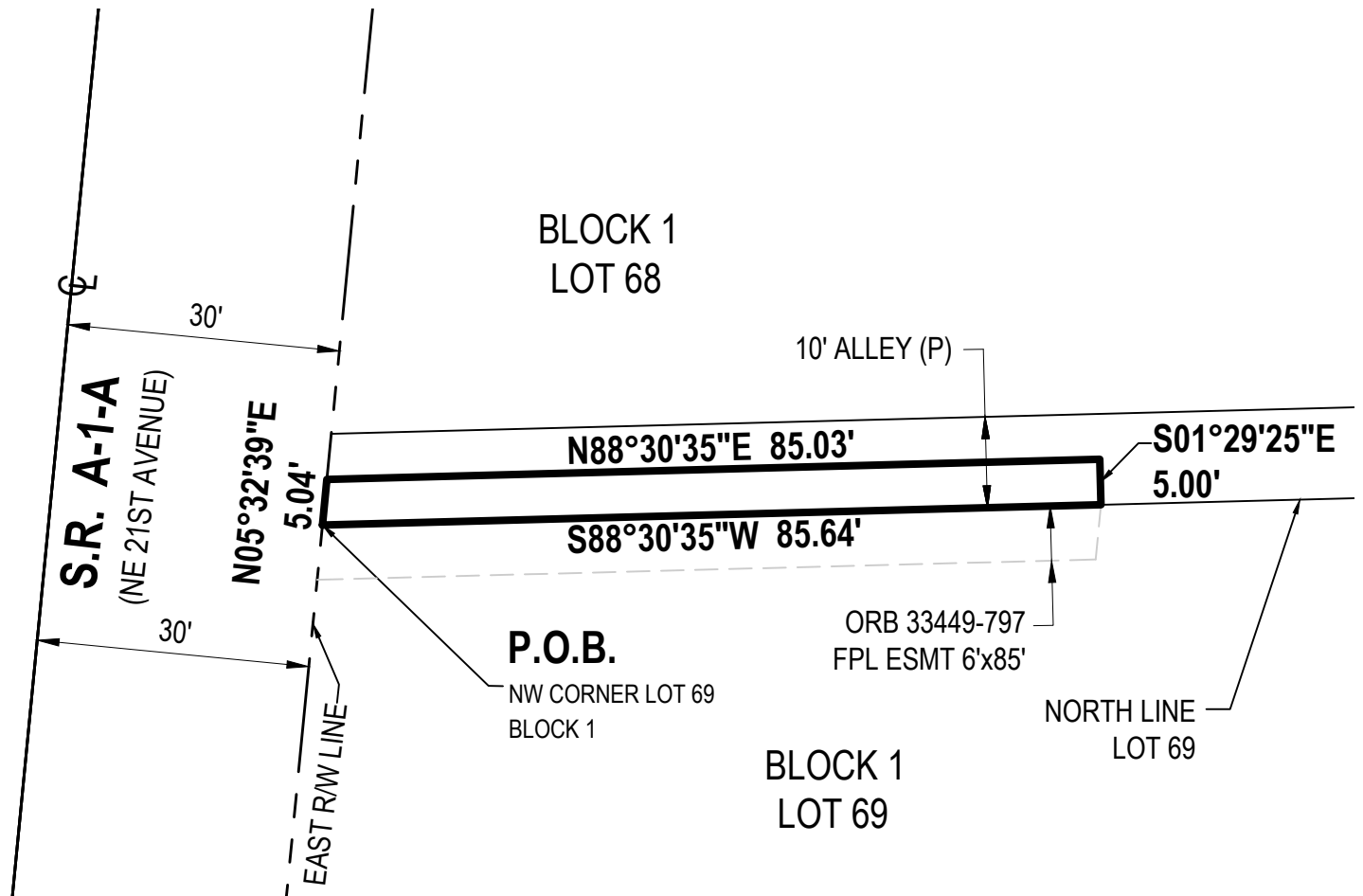


EXHIBIT "A" **SKETCH AND DESCRIPTION** **FPL EASEMENT #6**



GRAPHIC SCALE: 1" = 20'

ABBREVIATION:

C = CENTERLINE
 B.C.R. = BROWARD COUNTY RECORDS
 N.T.S. = NOT TO SCALE
 (P) = PER PLAT
 P.B. = PLAT BOOK
 PG. = PAGE
 P.O.B = POINT OF BEGINNING
 P.O.C = POINT OF COMMENCEMENT
 R/W = RIGHT OF WAY
 S.R. = STATE ROAD

PROJECT NO.	200311 FPL ESMT #6	SCALE:	1" = 20'
	A-1-A	DATE:	5/20/2021
DWG. BY:	NI	SKETCH AND DESCRIPTION	
CH'D BY:	LMC	SHEET 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. 2021-823

Agenda Date: 8/17/2021

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 Interlocal Agreement with Broward County for the Surtax-Funded Municipal Transportation Project: Pioneer Grove Infrastructure Improvements and Complete Streets Deer-005 and 006; providing for execution and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In November 2018, Broward County voters approved a 30-year sales surtax known as the "Penny for Transportation" to fund statutorily permissible transportation expenditures (the "Transportation Surtax"). Broward County (the "County"), the Broward Metropolitan Planning Organization (the "MPO"), and other Broward municipalities (the "Municipalities") entered into the Transportation System Surtax Interlocal Agreement (the "Surtax ILA") to provide the process for the Municipalities to submit projects for evaluation and funding with Transportation Surtax proceeds.

The Pioneer Grove Infrastructure Improvements-Pedestrian Lighting and Complete Streets Project is a proposed road reconstruction, which will include improvements for ADA accessibility, wide sidewalks, bicycle facilities, crosswalks, stormwater, intersection, landscaping, and lighting, and a separate locally funded option for water and sewer services that is not eligible for Transportation Surtax funding (the "Project"). Other exclusions that apply include decorative lighting, roadway signage, pavers, and similar items.

The Surtax ILA establishes a process in which surtax funded staff at the MPO prioritize municipal projects, with the exception of rehabilitation and maintenance projects, and make recommendations for funding. The first round of rankings included funding for design of the Project. The Project was determined statutorily eligible for funding by the Broward County Board of County Commissioners, for an amount not to exceed \$300,000. Pursuant to the Surtax ILA, in order to receive funding, execution of an interlocal

agreement with the County for Surtax-Funded Municipal Transportation Projects (the "Project ILA") is required.

The purpose of the Project ILA is to set forth the terms and conditions for the County to provide Transportation Surtax funding for the Project and the terms and conditions for the City to complete the Project. The City will implement the Project, as funded by County with Transportation Surtax funding, in accordance with the terms of the Project ILA.

Current Activity

Upon complete execution of the Project ILA, the City will advertise a Request for Proposals to award and execute a Consultant Agreement with the awarded firm. The awarded firm will be responsible for establishing a basis for design and conceptual design plan, including a lighting justification report and preliminary drainage design, subject to review and approval by the County. Following acceptance of the basis for design, the consultant will prepare 30%, 60%, 90% design plans followed by final signed sealed and completed construction documents, estimates, as well as all required permits. The City will need to request construction funds through the Surtax eligible programming in a future application cycle.

Recommendation

It is recommended City Commission of the City of Deerfield Beach, Florida, approve the Project ILA with Broward County for the Surtax Funded Municipal Transportation Project, Pioneer Grove Infrastructure Improvements and Complete Streets.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR THE SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: PIONEER GROVE INFRASTRUCTURE IMPROVEMENTS AND COMPLETE STREETS DEER-005 AND 006; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, in November 2018, Broward County voters approved a 30-year sales surtax known as the “Penny for Transportation” to fund statutorily permissible transportation expenditures (the “Transportation Surtax”); and

WHEREAS, Broward County (the “County”), the Broward Metropolitan Planning Organization (the “MPO”), and other Broward municipalities (the “Municipalities”) entered into the Transportation System Surtax Interlocal Agreement (the “Surtax ILA”) to provide the process for the Municipalities to submit projects for evaluation and funding with Transportation Surtax proceeds; and

WHEREAS, the Pioneer Grove Infrastructure Improvements-Pedestrian Lighting and Complete Streets Project (the “Project”) is a proposed road reconstruction, which will include improvements for ADA accessibility, wide sidewalks, bicycle facilities, crosswalks, stormwater, intersection, landscaping, and lighting, and a separate locally funded option for water and sewer services that is not eligible for Transportation Surtax funding; and

WHEREAS, the Surtax ILA establishes a process in which surtax funded staff at the MPO prioritize municipal projects, with the exception of rehabilitation and maintenance projects, and make recommendations for funding; and

WHEREAS, the first round of rankings included funding for design of the Project and the Project was determined statutorily eligible for funding by the Broward County Board of County Commissioners, for an amount not to exceed \$300,000; and

WHEREAS, pursuant to the Surtax ILA, in order to receive funding, execution of an interlocal agreement with the County for Surtax-Funded Municipal Transportation Projects (the “Project ILA”) is required; and

WHEREAS, the purpose of the Project ILA is to set forth the terms and conditions for the County to provide Transportation Surtax funding for the Project and the terms and conditions for City to complete the Project; and

WHEREAS, the City Commission finds it in the best interest of the City to approve the Project ILA with the County for Transportation Surtax funding in an amount not to exceed \$300,000 for the Project.

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 Project ILA with the County, attached as Exhibit “A,” for Transportation Surtax funding in an amount not to exceed \$300,000 for the Project is hereby approved.

Section 3. The City Manager is authorized to execute the Project ILA with the County, attached as Exhibit “A,” together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

Section 5. This Resolution shall take effect immediately upon adoption

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DEERFIELD BEACH FOR
SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:**

**PIONEER GROVE INFRASTRUCTURE IMPROVEMENTS AND COMPLETE STREETS
DEER-005 AND 006**

This Interlocal Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and City of Deerfield Beach, a municipality of the State of Florida ("Municipality") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. In November 2018, Broward County voters approved a 30-year sales surtax (also known as "Penny for Transportation") to fund statutorily-permissible transportation expenditures.

B. All projects, County, State, and municipal, funded by the transportation surtax are evaluated for eligibility under Section 212.055(1), Florida Statutes, by the independent Transportation Surtax Oversight Board before the Broward County Board of County Commissioners makes the final decisions regarding project funding.

C. A process has been established pursuant to which surtax-funded staff at the Broward Metropolitan Planning Organization ("MPO") prioritize municipal projects, with the exception of municipal rehabilitation and maintenance projects, and make recommendations for funding. The first round of ranking of municipal capital projects was recently completed by the MPO following extensive and detailed discussions with the submitting municipalities, and the Project contemplated in this Agreement was included in that review and ranking.

D. The municipal Project defined herein has been determined statutorily eligible for funding and subsequently approved for funding by the Broward County Board of County Commissioners.

E. The purpose of this Agreement is to set forth the terms and conditions for County to provide transportation surtax funding for the Project and the terms and conditions for Municipality to complete the Project. Municipality will implement the Project, as funded by County with surtax funding, in accordance with the terms of this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Board** means the Board of County Commissioners of Broward County, Florida.

- 1.2. **Contract Administrator** means the County Administrator or such other person designated by the County Administrator in writing.
- 1.3. **Contractor** means the persons, firms, or corporations with whom Municipality has or will contract for the performance of the Project.
- 1.4. **Consultant** means the architect or engineer with whom Municipality has or will contract to provide programming, design, construction management, engineering, and inspection, or other professional services for the Project.
- 1.5. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.
- 1.6. **Maximum Funding Amount** means the maximum funding amount stated in Section 5.4.
- 1.7. **Oversight Board** means the independent Transportation Surtax Oversight Board created pursuant to Section 31½-75 of the Broward County Code of Ordinances.
- 1.8. **Project** means the project described in Exhibit A.
- 1.9. **Project Manager** means **Priscilla Cygielnik, P.E., City Engineer** for Municipality.
- 1.10. **Subcontractor** means an entity or individual providing services to Municipality through Contractor or Consultant for all or any portion of the Project. The term "Subcontractor" includes subconsultants.
- 1.11. **Surety** means the surety company or individual that is bound by the performance bond and payment bond and that is responsible for Contractor's or Consultant's acceptable and timely performance and completion of the Project under this Agreement and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.
- 1.12. **Surtax-Funded Projects** means any project, including without limitation the Project described in Exhibit A, that is funded in whole or in part by the transportation surtax collected pursuant to Section 212.055(1), Florida Statutes.

ARTICLE 2. EXHIBITS

Exhibit A	Project Description and Project Schedule
Exhibit B	Funding Schedule
Exhibit C	Reporting Requirements
Exhibit D	Form Contracts
Exhibit E	Municipal Resolution Authorizing Execution of Agreement

ARTICLE 3. PROJECT DESCRIPTION; COMPETITIVE PROCUREMENT; PERMITTING

3.1. Project Description and Project Schedule. Municipality shall perform, or cause to be performed, the Project in accordance with the Project Description and the Project Schedule set forth in **Exhibit A**. The Project Description is a general description of the Project and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the Project described that exclusion of any of them would be impractical, illogical, or unconscionable.

3.2. Municipal Responsibility for the Project. Municipality is solely responsible for the Project, subject to the terms of this Agreement. County has no responsibility for the construction means, methods, techniques, sequences, or procedures employed in the performance of the Project. Municipality shall be solely responsible for retention, supervision, and payment of Contractor, Consultant, and all Subcontractors. Municipality shall be solely responsible for securing any and all property rights or permits required by the Project. Nothing in this Agreement shall impose on County an obligation to assume any contract or subcontract, or to make payment to Contractor, Consultant, or any Subcontractor, vendor, or supplier, or to perform the Project or any portion thereof, or to supply any goods or services for the Project. Further, nothing contained herein shall create any contractual relationship between County and Contractor, Consultant, or any Subcontractor, vendor, or supplier.

3.3. Competitive Procurement; Consultants' Competitive Negotiation Act. Except to the extent the Contract Administrator has approved utilization of an existing contract by Municipality for the services to be performed by Contractor or Consultant, Municipality must provide the proposed solicitation(s) for the Project to the Contract Administrator for review at least twenty (20) days prior to publication of the solicitation by Municipality. County's review shall include, without limitation, determination of the applicable CBE Goal (as defined in Article 10), which must be included by Municipality in the solicitation(s). If Municipality seeks to utilize an existing contract for the services to be performed by the Contractor or Consultant, Municipality must obtain prior approval by County and must provide the Contract Administrator with the proposed contract and supporting documentation for consideration pursuant to the procedures stated in Section 3.5.2; County may require, as a condition for its approval, that the engagement of Contractor or Consultant for this Project utilizing an existing municipal contract include modifications or additions to the existing contract terms and conditions, including without limitation any provision identified in Section 3.5.3. Municipality must comply with all applicable provisions of state law including, as applicable, Section 255.20 and Section 287.055, Florida Statutes, in the procurement of any services or materials relating to the Project. If any applicable state or federal procurement requirement is stricter than any other applicable requirement, Municipality shall be obligated to meet the stricter requirement. Prior to the execution of any contract with Contractor or Consultant relating to the Project, Project Manager shall certify in writing to the Contract Administrator that the procurement and the proposed contract comply with the requirements of this Section 3.3.

3.4. Modifications to Project or Phases.

3.4.1. Material Changes to the Project. Material changes are changes that increase the Maximum Funding Amount or materially modify the Project Description. Any proposed material change to the Project Description that does not increase the Maximum Funding Amount requires the prior written approval of the Contract Administrator. Any proposed material change that would increase the Maximum Funding Amount requires an amendment of this Agreement. Any proposed material change may also, if determined necessary by Contract Administrator pursuant to the applicable contractual, statutory, or other surtax-related requirements, require review by the Oversight Board for statutory eligibility. Municipality shall submit to the Contract Administrator written notice of the proposed material change and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove in writing the proposed material change to the Project Description that does not increase the Maximum Funding Amount within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely approved, the request shall be deemed disapproved. Any material change that increases the Maximum Funding Amount must be approved by the Board.

3.4.2. Modifications to Construction Phase. Requests for additional funding as a result of modifications to the construction phase of a Project that exceed the amount provided in the then-current Funding Schedule, including without limitation change orders or other scope changes, are subject to (i) approval by the Contract Administrator, and (ii) the Board's allocation of additional funding; such requests may also, if determined necessary by Contract Administrator pursuant to the applicable contractual, statutory, or other surtax-related requirements, require additional review by the Oversight Board for statutory eligibility. Municipality shall submit to the Contract Administrator written notice of its request for additional funding and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove the request in writing within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely approved, the request shall be deemed disapproved.

3.4.3. Owner Enhancements. In addition to any approvals that may be required pursuant to this Agreement, any increased or additional costs due to changes in the quality of materials, furnishings, finishes, aesthetics, or any other cost reasonably determined by the Contract Administrator to be an "owner enhancement" (including, without limitation, decorative lighting, decorative paving, and improvements that are not within the public right of way) must be funded solely by Municipality with non-surtax funding, and County shall have no funding responsibility for any such increased costs. Upon the Contract Administrator's request, the Project Manager shall provide sufficient detail for the Contract Administrator's determination of whether any increased or additional costs include owner enhancements. The Contract Administrator shall

determine, after consultation with the Project Manager, whether the increased or additional costs constitute owner enhancements.

3.4.4. Project Schedule. Any proposed change in the Project Schedule that modifies the commencement or completion date for any phase or for the Project by more than sixty (60) days requires the prior written approval of the Contract Administrator. Municipality shall submit to the Contract Administrator written notice of the proposed change and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove in writing the proposed change within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely disapproved, the request shall be deemed approved.

3.4.5. Nonmaterial Changes. Nonmaterial changes to the Project (namely, changes that do not require approvals under Sections 3.4.1, 3.4.2, 3.4.3, or 3.4.4) do not require County approval and may be approved by the Project Manager.

3.5. Contractor and Consultant Contracts.

3.5.1. Form Contracts. County has preapproved the Surtax-Funded Projects Form Construction Contract and the Surtax-Funded Projects Form Consultant Contract (collectively, the “**Form Contracts**”) attached as **Exhibit D**, which Municipality may utilize for its contracts with Contractor and Consultant, respectively. County may update the Form Contracts from time to time upon written notice to Municipality, and such updated Form Contracts shall be the applicable forms for solicitations advertised after the date of such written notice by County.

3.5.2. County Approval. Unless the Form Contracts are utilized for the Project with no material modification or an existing municipal contract is approved by County for use pursuant to Section 3.3, Municipality must obtain written approval from the County Attorney’s Office for Municipality’s contract(s) with Contractor and with Consultant prior to utilization of the contracts for the Project (and prior to publication of the solicitation, if the contract is included in the solicitation). In addition to the provisions required to be included in Municipality’s contracts with Contractor and with Consultant pursuant to Section 8.1 or Section 10.5, Municipality’s contracts must also include the provisions listed in Section 3.5.3 and Section 3.5.4, as applicable, in the form stated in the Form Contracts. Any material modification to any required contractual provision must be approved in advance by the County Attorney’s Office; no subsequent material change to the contract(s) for the Project may be made without written approval from the County Attorney’s Office. Municipality agrees and acknowledges that County’s approval of any contracts with Contractor or Consultant, including without limitation the Form Contracts, is solely for purposes of protecting County’s interests; County approval of any such contract does not constitute a legal opinion, including without limitation as to the legal sufficiency of the contract, for use or reliance by Municipality or any third party and shall not be the basis for any claim or liability against County or asserted to avoid any

reimbursement or other obligation of Municipality under this Agreement. Municipality shall provide at least twenty (20) days' written notification to the Contract Administrator and the County Attorney's Office prior to award of the contract to Contractor or Consultant, as applicable, which notice must include a copy of the competitive solicitation (or other applicable procurement document) for the Project, the responsive submission by the proposed Contractor or Consultant, the proposed contract amount for the Project, the proposed contract, and the date on which Municipality intends to award the contract. County may disapprove the proposed contract: (a) for failure to comply with any requirement of this Agreement; (b) if the contract price exceeds or is materially inconsistent with the Funding Schedule (absent good cause, as determined by Contract Administrator); or (c) after consultation with Project Manager, for any other good cause as determined in the sole discretion of the Contract Administrator. If County disapproves any proposed contract, County must provide notice of such disapproval within twenty (20) days after receipt of the notice and the documents required pursuant to this section; if not timely disapproved, the proposed contracts shall be deemed approved.

3.5.3. For the contract with Contractor, the following provisions from the Surtax-Funded Projects Form Construction Contract must be included:

- 3.5.3.1. Contract, Article 3 (Contract Time)
- 3.5.3.2. Contract, Article 5 (Progress Payments; Retainage)
- 3.5.3.3. Contract, Article 6 (Acceptance and Final Payment)
- 3.5.3.4. General Conditions, Article 4 (Performance Bond and Payment Bond) and Article 5 (Qualification of Surety)
- 3.5.3.5. General Conditions, Article 17 (Project Records and Right to Audit) (*see also* Section 8.1 herein)
- 3.5.3.6. General Conditions, Article 33 (Location and Damage to Existing Facilities, Equipment, or Utilities)
- 3.5.3.7. General Conditions, Article 38 (Change Orders) and Article 39 (Value of Change Order Work)
- 3.5.3.8. General Conditions, Article 14 (Superintendence and Supervision)
- 3.5.3.9. General Conditions, Article 20 (Differing Site Conditions)
- 3.5.3.10. General Conditions, Article 40 (Notification and Claim for Change of Contract Time or Contract Price)
- 3.5.3.11. General Conditions, Article 41 (No Damages for Delay)
- 3.5.3.12. General Conditions, Article 42 (Excusable Delay; Compensable; Non-Compensable)
- 3.5.3.13. General Conditions, Article 53 (Domestic Partnership)
- 3.5.3.14. General Conditions, Article 54 (Equal Employment Opportunity and CBE/SBE Compliance)
- 3.5.3.15. Supplemental Wage Requirements (Prevailing Wage Rate Ordinance)

3.5.4. For the contract with Consultant, the following provisions from the Surtax-Funded Projects Form Consultant Contract must be included:

- 3.5.4.1. Article 4 (Time for Performance; Contractor Damages)
- 3.5.4.2. Sections 5.3 and 5.4 (Reimbursable Expenses; Method of Billing)
- 3.5.4.3. Section 7.5 (Truth in Negotiation)
- 3.5.4.4. Section 7.9 (Domestic Partnership Requirement)
- 3.5.4.5. Article 10 (Equal Employment Opportunity and CBE Compliance)
- 3.5.4.6. Section 11.4 (Public Records and Trade Secrets)
- 3.5.4.7. Section 11.5 (Audit Rights)
- 3.5.4.8. Section 11.8 (Indemnification)
- 3.5.4.9. Section 11.14 (Drug-Free Workplace)

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties (“Effective Date”) and shall end on **December 31, 2022** (“Initial Term”), unless extended pursuant to Section 4.2.

4.2. Extensions. The Parties may renew this Agreement for up to two (2) additional one (1) year terms (each an “Extension Term”) by written approval of the Project Manager and the County Administrator at least thirty (30) days prior to the expiration of the then-current term. Any further extension shall require approval by the Board and the governing body of Municipality.

4.3. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129, Florida Statutes.

4.4. Time of the Essence. Unless expressly waived by the Contract Administrator in writing, time is of the essence in Municipality’s performance of its duties, obligations, and responsibilities under this Agreement.

ARTICLE 5. FUNDING AND SURETY

5.1. Surtax Funding. County shall provide funding to Municipality for the Project in accordance with the Funding Schedule (**Exhibit B**). Any amounts, costs, or expenses indicated as ineligible for funding in Exhibit B shall not be funded by County but must instead be funded by Municipality from non-surtax funds. The Parties agree and acknowledge that all funding provided by County to Municipality under this Agreement shall be paid exclusively from and subject to the availability of proceeds from the transportation surtax levied pursuant to Section 212.055(1), Florida Statutes, and County shall not have any obligation to provide, nor shall County provide, any funding from County’s general revenue or any other County source. Municipality agrees and stipulates that the funding provided by County to Municipality under this Agreement will be utilized by Municipality only for the purposes permitted under Section 212.055(1), Florida Statutes.

5.2. Method of Billing and Payment. Municipality shall invoice County only in accordance with the Funding Schedule. Any credit due to County under Section 5.6 must be reflected on the next applicable invoice. To be proper, each invoice must comply with the requirements of Exhibit B and be accompanied by a certification by the chief administrative officer and the chief financial officer of Municipality, or such other persons designated by Municipality with authority to act in similar capacities, that all funds received and utilized to date by Municipality under this Agreement were utilized only for the Project, only for the portion(s) of the Project that the Oversight Board and County determined were eligible for surtax funding, and only for purposes that Municipality independently determined were eligible for surtax funding. County shall pay Municipality in accordance with the Funding Schedule within thirty (30) days of receipt of Municipality's proper invoice. Payment shall be made to Municipality at the address designated by Municipality for notices pursuant to Section 11.6.

5.3. Phases; Funding Schedule. The Funding Schedule may provide for funding the Project in phases or by deliverable, with the funding for subsequent phases or deliverables to be determined after completion of prior phases or particular deliverables. Any such later-determined funding for the Project, including any modification to the funding amount(s), phase(s), or deliverable(s) stated in the Funding Schedule, shall require a written amendment to this Agreement with an amended Funding Schedule attached thereto setting forth the next phase(s) or deliverable(s) and applicable funding for same. All terms and conditions of this Agreement shall apply to any such amended Funding Schedule. The County Administrator, on behalf of County, and the Municipality's [Insert Authorized Official(s)], on behalf of Municipality, are authorized to execute amendments to this Agreement to incorporate an amended Funding Schedule, provided the total of all funding obligations of County under this Agreement does not exceed the total Maximum Funding Amount. Any amended Funding Schedule or other amendment that would cause County's total funding obligations under this Agreement to exceed the Maximum Funding Amount shall not be effective unless approved by the Board.

5.4. Maximum Funding. Municipality acknowledges that the Maximum Funding Amount set forth below is the maximum amount payable by County and constitutes a limitation upon County's obligation to provide funding to Municipality for the Project. Municipality further acknowledges that subtotal amounts set forth below for the applicable phases and in the Funding Schedule (including as amended) are the maximum amounts payable for the applicable portions of the Project, and constitute limitations on County's obligation to provide funding to Municipality for the Project.

Description	Not-To-Exceed Amounts
Phase 1: Design	\$300,000
MAXIMUM FUNDING AMOUNT:	\$300,000

In no event shall County be liable to provide funding to Municipality in excess of the applicable amounts stated in the Funding Schedule or the Maximum Funding Amount, regardless of the basis for any claim or the basis for increased cost, including, without limitation, differing site conditions, delays, weather, or any other reason. If the actual costs of the Project exceed the

amount County is obligated to fund per the Funding Schedule, as same may be amended pursuant to this Agreement, Municipality shall be solely responsible for funding any and all such additional amounts. Municipality is solely responsible for any and all costs to operate, support, and maintain the Project unless otherwise agreed in writing by the Parties; County has no obligation to fund any costs related to the Project except as expressly stated in this Agreement.

5.5. Adjustments for Corridor Projects; Funding Withholding; Other Delayed Funding.

5.5.1. In order to avoid duplicative construction and unnecessary disruption of the local transportation network and community, the Parties shall cooperate in good faith to coordinate the timing of the Project with other projects that affect the same or nearby transportation elements, including, without limitation, other Surtax-Funded Projects and other County or State roadway projects (collectively, "Corridor Projects"). The Contract Administrator shall provide prompt notice to Municipality if County determines that the timing of the Project requires adjustment due to a Corridor Project. Upon receipt of such a notice, Municipality shall use best efforts to suspend any additional work on the Project pending an agreed adjustment to the Project Schedule, and the Parties shall cooperate to mutually approve an adjusted Funding Schedule (adjusted only as to timing, absent good cause as determined by Contract Administrator) and Project Schedule. County may withhold any otherwise scheduled funding until such adjustments are mutually approved by the Parties. To the extent some or all of the Project costs are modified as a direct result of a timing adjustment to accommodate a Corridor Project, such modified costs shall be addressed in an amendment to the Funding Schedule and, if necessary, an amendment to this Agreement.

5.5.2. If commencement or completion of a phase of the Project is delayed beyond its scheduled date by more than one (1) year, or work suspended for more than one (1) year, the Funding Schedule may be unilaterally adjusted as to timing (but not amount) by written notice issued by the Contract Administrator, after consultation with Municipality, to reflect the delay; any adjustment to the amount of funding for any phase in connection with the delay shall require an amended Funding Schedule in accordance with Section 5.3.

5.6. Overpayments; Refunds. Any funding provided by County under this Agreement for a Phase that exceeds the actual amounts expended by Municipality in accordance with this Agreement for that Phase shall be credited against the next invoice to County or refunded to County, as elected by County. Any funding provided by County under this Agreement that exceeds actual amounts paid by Municipality for the Project shall be promptly refunded to County upon Municipality's discovery of an overpayment, County's request for refund, or sixty (60) days after completion of the Project, whichever occurs first. For purposes of this calculation, any interest expense(s) incurred by Municipality are not an allowable cost. Any refunds, credits, liquidated damages, insurance proceeds (after payment of any applicable deductible), claim or litigation proceeds (after payment of attorneys' fees and costs), or other amounts received by or credited to Municipality by or on behalf of Contractor, Consultant, or any

Subcontractor (collectively, "Proceeds") shall be either credited against future funding due from County under this Agreement or paid by Municipality to County within thirty (30) days after its receipt of the Proceeds, as elected by County. The total Proceeds amount credited or refunded to County shall not exceed the total funding provided by County under this Agreement. Municipality shall promptly notify County of any amount of Proceeds received by or credited to Municipality, and of any claims filed or asserted relating to the Project. For unresolved claims or litigation, the Parties shall cooperate to ensure any Proceeds are first credited or repaid to the benefit of County before any other allocation.

5.7. Separate Accounting. Municipality shall deposit and maintain all funding received from any source for the Project in a segregated fund or account, which shall be subject to audit pursuant to Article 8. Any interest earned by Municipality on any funds provided under this Agreement shall be credited against the funding otherwise due from County under this Agreement and must be utilized by Municipality solely in accordance with the terms of this Agreement. Upon prior written approval by the Contract Administrator, Municipality may utilize other methods of separate accounting for the Project funds provided the accounting method permits a full and complete audit of the funds as required by Article 8.

5.8. Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to ensure utilization of the funds in accordance with this Agreement, applicable law, and the Board-approved transportation surtax program. Failure of Municipality or the Project to comply with the Reporting Requirements or the Performance Metrics may also be a basis to withhold or limit future funding for the Project, as determined in the reasonable discretion of the Contract Administrator. The amount withheld shall not be subject to payment of interest by County. Upon written notice by County and except as expressly stated otherwise herein, payment may be withheld by County for the duration of any failure of Municipality to comply with a term, condition, or requirement of this Agreement; County shall promptly pay the amount withheld to Municipality when Municipality's noncompliance with the applicable terms and conditions of this Agreement is cured to the reasonable satisfaction of Contract Administrator.

5.9. Final Invoice and Reconciliation. Unless otherwise stated in the Funding Schedule or approved by the Contract Administrator, Municipality must submit the final invoice to County no later than one hundred twenty (120) days after the completion of the Project. The final invoice must be accompanied by a complete summary of all expenses incurred and all amounts paid for the Project, all funding, Proceeds, interest, or other amounts received relating to the Project, and any unpaid invoices, amounts still owing, disputed charges, or other unresolved issues relating to the Project that may impact the financial accounting of the Project (collectively, the "Final Reconciliation"). Upon request by the Contract Administrator, Municipality shall provide any backup or additional documentation requested relating to the Final Reconciliation; if County or Municipality identifies any error or omission in the Final Reconciliation, Municipality shall resubmit a corrected final invoice and corrected Final Reconciliation. County shall pay the correct final invoice after review and approval of the Final Reconciliation.

ARTICLE 6. TRANSPORTATION SURTAX PROJECT COORDINATION AND PARTICIPATION

6.1. Reporting Requirements. Unless waived in writing by the Contract Administrator, Municipality shall comply with the Reporting Requirements set forth in **Exhibit C**. In addition, Municipality shall provide written reports to the Contract Administrator consisting of the following information as of the date of the report, with monthly information provided within thirty (30) days after the end of the applicable month, quarterly information provided within forty-five (45) days after the end of the applicable quarter, and annual information provided within one hundred eighty (180) days after the end of the fiscal year:

6.1.1. Quarterly Report on Expenditures: For both total to date and total for the applicable quarter, the total funds received from any funding source for the Project (itemized by funding source) and total funds (by funding source) expended to date for the Project;

6.1.2. Monthly Report on Project Schedule: The updated Project Schedule, summary of progress during the applicable quarter, and any adjustments to the Project Schedule (including all approved adjustments and pending requests for adjustments);

6.1.3. Monthly report on Material Changes or Impacts: All material changes to the Project, the Project Schedule, or any other aspect of the Project that may impact the cost of the Project or the ability of the Project to achieve the intended goals or purposes; and

6.1.4. Annual Audit Reports: On an annual basis, copies of Municipality's most recent annual financial reporting packages, reports, or other information required to be submitted in accordance with Section 215.97, Florida Statutes. A copy of Municipality's most recent single audit complies with this requirement.

6.2. Performance Metrics. Municipality must ensure that the quality, progress, and nature of the Project strictly comply with the Performance Metrics stated in Exhibit C. The Contract Administrator may modify the Performance Metrics for the Project at any time with the written approval of the Project Manager. In addition to the reporting required pursuant to Section 6.1 above, Municipality shall provide written reports to the Contract Administrator on at least an annual basis, no later than ninety (90) days after the end of the fiscal year, documenting the Project's compliance with the applicable Performance Metrics. The Contract Administrator or designee will provide technical assistance and support, as may be reasonably requested by Municipality, and shall make available to Municipality a centralized repository of relevant, available metrics and data.

6.3. Permitting for Surtax-Funded Projects. To decrease public inconvenience and to facilitate the expeditious and efficient completion of Surtax-Funded Projects, for any Surtax-Funded Project that is performed by County and is in whole or in part within the geographical boundaries of Municipality, Municipality shall waive, to the full extent permissible under applicable law, all municipal permitting requirements, except to the extent of any portion of the work performed by County that will be owned, operated, and maintained by Municipality. The waiver shall

include, but not be limited to, the requirements of permit application, permit issuance, inspections, and permitting fees. County shall be responsible for ensuring adequate plan review, inspections, and compliance with State and County standards for work in the public right of way. County shall waive, to the full extent permissible under applicable law, all County permitting fees for municipal Surtax-Funded Projects.

6.4. Road Closures. Municipality shall institute and comply with a cooperative notification program that ensures County is promptly notified and promptly provided with data reasonably requested by County regarding all municipal roads that are closed for any reason, including but not limited to the Project, other construction, or flooding, in a format prescribed by County. Providing Municipality consistently utilizes the cooperative notification program established by County and promptly cures any nonperformance upon notice by County, nonrecurring or isolated incidents of failure by Municipality to timely notify as required by this Section 6.4 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.5. Branding and Marketing. At County's request, Municipality shall participate in reasonable branding and marketing in the form and content prescribed by County, including, but not limited to, signage prominently acknowledging the surtax funding source of Surtax-Funded Projects, utilizing County-approved wording, logo, or other imagery, which branding and marketing will acknowledge the project contributions of County and Municipality. The costs for all branding and marketing requested by County pursuant to this Section 6.5 shall be fully funded by County. Provided Municipality cures any nonperformance within thirty (30) days after notice by County, nonrecurring or isolated incidents of failure by Municipality to comply with this Section 6.5 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.6. Data Collection and Sharing. To the extent requested by County, Municipality shall ensure the Project includes incorporation and placement of sensors or other devices on municipal roads, rights of way, properties, and assets for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or Municipality's use of such roads, rights of way, properties, or assets. The costs for any such incorporation and placement requested by County shall be funded by County. Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by County in order to facilitate countywide collection and utilization of transportation data. For the useful life of the Project, to the extent requested by County, Municipality shall provide County any and all access to such data as may be requested by County, including recurring or real-time access or periodic download. Provided Municipality cures any nonperformance within thirty (30) days after notice by County, nonrecurring or isolated incidents of Municipality's failure to comply with this Section 6.6 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.7. Conflict of Interest.

6.7.1. Municipality represents and agrees that it has not contracted, and will not contract during the term of this Agreement, with the MPO for the MPO to perform any of the following services (collectively, the "Contracting Prohibitions"):

- 6.7.1.1. Any design, construction, oversight, or management services relating to any Surtax-Funded Project or any proposed project for which transportation surtax funding is being or will be sought;
- 6.7.1.2. Any planning, oversight, or reporting services relating to any receipt by Municipality of community shuttle surtax funding; or
- 6.7.1.3. Any grant writing or grant consultation services in connection with any Surtax-Funded Project (or proposed Surtax-Funded Project).

6.7.2. The foregoing Contracting Prohibitions:

- 6.7.2.1. Shall not apply to any state- or federally-mandated services provided by the MPO for which services the MPO does not receive any compensation from Municipality beyond Municipality's annual contribution to the MPO;
- 6.7.2.2. May be waived by the County Administrator in connection with any Surtax-Funded Project for which the County Administrator determines, in his or her sole discretion, that such waiver is in the best interest of Broward County for reasons including, but not limited to, that such waiver would permit the performance of services reasonably necessary to obtain significant state or federal matching funds in connection with any project or proposed project. No such waiver shall be effective unless approved by the County Administrator in writing; and
- 6.7.2.3. Do not prohibit or in any way impede the ability of Municipality to contract with any entity other than the MPO for transportation planning services whether or not such services are in connection with any Surtax-Funded Project.

The Parties agree that any violation of the Contracting Prohibitions will constitute a material breach of this Agreement which, in addition to all other remedies available to County under this Agreement, would permit County to terminate this Agreement, withhold all funds otherwise payable to Municipality under this Agreement, and require Municipality to repay County in full for any funds previously paid by County under this Agreement.

6.8. Sale, Transfer, or Disposal of Surtax-Funded Property. Municipality shall not sell or otherwise transfer or dispose of its title, rights, or interests, or any portion thereof, in real property, facilities, or equipment, funded in any part by County under this Agreement, without prior written approval from County. If a sale, transfer, or disposal occurs in violation of this section, unless otherwise agreed in writing by the Parties, Municipality shall pay County, within ninety (90) days after the sale, transfer, or disposal, an amount equal to the greater of County's

share of the fair market value or the straight line depreciated value of the improvements plus land value. "County's share of the fair market value" as used herein means the percentage of surtax funding in the Project multiplied by the best obtainable price for the item, and the resulting product then reduced by reasonable sales costs. If the property has never been used for the intended purpose of the Project, Municipality shall pay the greater of County's share of the fair market value or the entire amount of surtax funding provided for the Project.

6.9. Affirmation of MPO Prioritization and Ranking Process. Municipality acknowledges that the prioritization and ranking process of municipal capital projects for fiscal year 2020 was completed in compliance with all applicable obligations of County and the MPO; and was informed by each project's ability to alleviate traffic congestion and improve connectivity, as well as shovel-readiness, construction work planned in the vicinity of a proposed project, corridor delivery timing, and other existing conditions that allow surtax revenues to be utilized responsibly, efficiently, and with the least interruption to residents and businesses. Municipality hereby waives and releases any and all claims it has or may have that accrued at any time prior to the effective date of this Agreement, which claims, in any way, relate to, result from, or are in connection with the prioritization and ranking process of municipal capital projects for fiscal year 2020 or the County's funding decisions related thereto. Municipality agrees and stipulates that the MPO prioritization and ranking process for fiscal year 2020 was proper and consistent with the applicable interlocal agreements and that the County is not, as of the effective date of this agreement, in breach or default of any provision of any applicable interlocal agreement relating in any way to expenditure of transportation surtax proceeds.

ARTICLE 7. INDEMNIFICATION

Municipality shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Municipality, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Municipality shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Municipality under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. AUDITING

8.1. **Audit Rights and Retention of Records.** County shall have the right to audit the books, records, and accounts of Municipality, Contractor, Consultant, and Subcontractors (the “Audited Entities”) that are related to the Project or this Agreement (the “Contract Records”). Audits, reviews, monitoring, inspections, and investigations conducted pursuant to this Agreement may include, but are not limited to, on-site visits by County staff, interviews of staff of any of the Audited Entities, review of performance and financial reports, determining and monitoring appropriate corrective action, and issuing management letters on deficiencies or weaknesses identified. Audited Entities shall fully comply and cooperate with any auditing and monitoring activities deemed appropriate by County.

Audited Entities shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request by the Contract Administrator to do so, Audited Entities shall make same available in written form at no cost to County.

Contract Records include any and all information, materials, and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance relating to the Project. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance relating to the Project of any of the Audited Entities.

Audited Entities shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the Project or this Agreement until the later of five (5) years after expiration or termination of this Agreement, resolution of any audit findings, or as otherwise required by law. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County) or the Oversight Board. The Project and all expenditures relating to the Project shall be subject to the Oversight Board’s review, critique, and analysis for the duration of the Project.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County’s disallowance and recovery of any payment made or based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County’s audit shall be reimbursed to County by Municipality in addition to any required adjustments for the overcharges. Any adjustments or payments due as a result

of such audit or inspection shall be made by Municipality to County within thirty (30) days after presentation of County's findings to Municipality.

Municipality shall ensure that the requirements of this section are included in all agreements with any other Audited Entity. Municipality shall further include in its contract with Contractor and its contract with Consultant the following provision:

"If an audit inspection or examination in accordance with this provision discloses overpricing or overcharges to Municipality (of any nature) by the contractor or the contractor's subcontractors in excess of five percent (5%) of the total contract billings reviewed, the reasonable actual cost of any audit conducted by or on behalf of Municipality, Broward County, or the Independent Transportation Surtax Oversight Board shall be reimbursed by contractor to the Municipality or Broward County, as applicable, along with any required adjustments for the overpricing or overcharges. Any adjustments or payments that must be made as a result of any such audit or inspection of the contractor's invoices or records shall be made within a reasonable amount of time (not to exceed 30 days) after presentation of the audit findings to contractor."

8.2. Performance Audit. The Project, and all funding received, maintained, or expended by Municipality for the Project, shall be subject to audits and reviews by the Oversight Board at its expense (and subject to reimbursement pursuant to this article) for the duration of the Project and continuing until five (5) years after the later of completion of the project, expiration or termination of this Agreement, or resolution of any audit findings. Municipality shall fully cooperate and provide any and all requested Contract Records as may be requested by the Oversight Board. The Project and all funds received, maintained, or expended relating to the Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of the Project.

ARTICLE 9. TERMINATION

9.1. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated by the Board upon sixty (60) days' prior written notice if the Board determines that the Project cannot be funded with surtax funding under applicable law, including Section 212.055, Florida Statutes. This Agreement may be immediately terminated by written notice by the County Administrator if the transportation surtax is determined by a court of competent jurisdiction to be invalid, void, or illegal.

9.2. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

9.2.1. Inability of Municipality, including through Contractor or Consultant, to perform or complete the Project in compliance with this Agreement, including the Project

Schedule (including any extensions approved by Contract Administrator, approval of which shall not be unreasonably withheld);

9.2.2. Repeated submission (whether negligent or intentional) for payment of false or incorrect invoices;

9.2.3. Fraud, misrepresentation, or material misstatement in the performance of this Agreement or the Project by Municipality, Contractor, or Consultant;

9.2.4. Contractor's or Consultant's act or omission that violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

9.2.5. Utilization of the funding provided by County under this Agreement in a manner that violates applicable law or for uses or purposes that are not permitted uses for transportation surtax funds under Section 212.055, Florida Statutes.

9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

9.4. If this Agreement is terminated by County, Municipality shall be paid from proceeds of the surtax levied pursuant to Section 212.055, Florida Statutes, if funding is available, for any work on the Project properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable.

9.5. In addition to any right of termination stated in this Agreement, County and Municipality shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity, all such remedies being cumulative.

9.6. Municipality may terminate this Agreement upon thirty (30) days' prior written notice to County if Municipality determines not to proceed with the Project and either (a) the written notice of termination is provided prior to Municipality's receipt of any funding from County under this Agreement, or (b) prior to the effective date of termination, Municipality returns all funding received from County under this Agreement, including any interest earned by Municipality on any funds provided by County under this Agreement.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Municipality shall include the foregoing or similar language in its contracts with Contractor and Consultant, and shall require inclusion of the foregoing or similar language in their contracts with Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2. Unless otherwise approved in advance in writing by County's Director of Office of Economic and Small Business Development ("OESBD"), Municipality shall comply with all applicable requirements of the County Business Opportunity Act, Section 1-81, et seq., Broward County Code of Ordinances, in the award and administration of any contract or agreement regarding the Project. Failure by Municipality to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

10.3. Unless otherwise approved in advance in writing by County's Director of OESBD, Municipality will meet the required CBE goal for the Project by utilizing (or requiring the utilization of) CBE firms for at least thirty percent (30%) of total Project costs, except that no CBE commitment shall apply to agreements that are subject to other participation goals (e.g., federal DBE program or SBE reserves), agreements that are expressly exempt from the County's Procurement Code, agreements that are otherwise ineligible by state or federal law, and agreements to which goals are not assigned by the County (e.g., sole source, sole brand, and emergency agreements) (the "Commitment").

10.4. Each CBE firm utilized to meet the Commitment must be certified by OESBD. Municipality shall inform County immediately when a CBE firm is not able to perform or if Municipality believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Municipality to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Municipality shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Project and no CBE firm is available to perform the modified Project; in which event, Municipality shall notify County, and OESBD may adjust the Commitment by written notice to Municipality. Municipality shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

10.5. Municipality shall include the following provision in its contract with Contractor:

"The parties stipulate that if Contractor fails to meet the CBE utilization obligation in the Interlocal Agreement between Municipality and Broward County (the "Commitment"), the damages to Broward County and Municipality arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses.

An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by Broward County, such liquidated damages amount shall be either credited against any amounts due Contractor from Municipality, or must be paid by Municipality to Broward County within thirty (30) days after written demand by Broward County. Any failure to meet the Commitment attributable solely to force majeure, changes to the Project, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.”

10.6. Municipality shall require Contractor and Consultant to provide written monthly reports to the Municipality and the Contract Administrator no later than ten (10) business days after the end of the month regarding Contractor’s and Consultant’s compliance with the Commitment stated in this article. In addition, Municipality shall require Contractor and Consultant to allow County to engage in onsite reviews to monitor Contractor’s and Consultant’s progress in achieving the Commitment and maintaining the applicable contractual and CBE obligations.

ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority; Dispute Resolution; Escalation. The Contract Administrator is authorized to coordinate and communicate with Municipality to manage and supervise the performance of this Agreement. Any determination by the Contract Administrator that this Agreement authorizes the Contract Administrator to make shall be binding on the Parties. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of this Agreement. In the event of a dispute regarding the performance of this Agreement, both Parties stipulate and agree to expedited dispute resolution procedures as follows: if either Party provides notice of a dispute that the respective staff have failed to resolve despite diligent good faith efforts, the Contract Administrator and the Project Manager (or other appropriate representative(s) designated by County or Municipality, respectively) shall meet in person or via videoconference within ten (10) business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration; if either Party thereafter provides written notice of impasse, the Mayors or Vice-Mayors of the County and Municipality shall meet in person or via videoconference within ten (10) business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration; any resolution must be approved by the governing bodies of both Parties to be effective. If either Party thereafter provides written notice of impasse, either Party may proceed to seek any available judicial remedies and the Parties agree and stipulate that the requirements of Chapter 164 shall be deemed fully met and both Parties waive and agree not to assert any defense based upon failure to fully comply with the intergovernmental dispute resolution proceedings otherwise required under Chapter 164.

11.2. Public Records. The Parties agree and stipulate that both Parties are subject to Florida public records laws and shall fully comply with same. At the request of County, Municipality shall, in accordance with applicable law, respond to any request for public records received by County relating to the Project. Any other public records request shall be responded to by the receiving party. Each Party shall cooperate upon request by the other Party and provide any requested records to enable the Party to respond to a public records request.

Any material submitted to County that Municipality, Contractor, or Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Municipality, Contractor, or Consultant, as applicable, must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Municipality, Contractor, or Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Municipality, Contractor, or Consultant, as applicable. Municipality shall indemnify and defend, and shall require Contractor and Consultant to indemnify and defend, County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a public records request by a third party.

11.3. Independent Contractor. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties or any Party and Contractor, Consultant, or any Subcontractor. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

11.4. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County or Municipality, nor shall anything included herein be construed as consent by County or Municipality to be sued by third parties in any matter arising out of this Agreement. County and Municipality are subdivisions of the State of Florida, as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their respective employees pursuant to Section 768.28, Florida Statutes.

11.5. Third-Party Beneficiaries. Neither Municipality nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.6. Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County Administrator
Attn: Bertha Henry
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301
Email address: bhenry@broward.org

With a copy to:

Broward County Attorney's Office:
Attn: Angela J. Wallace
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301
Email address: ajwallace@broward.org

FOR MUNICIPALITY:

[REDACTED]
[REDACTED]
[REDACTED]

Email address: [REDACTED]

11.7. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Municipality without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity, all such remedies being cumulative.

11.8. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's or Municipality's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.9. Compliance with Laws. Municipality and the Project must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.10. Representation of Authority. The Parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable obligation of each Party, that execution of this Agreement is within each Party's legal powers, and that each individual executing this Agreement is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

11.11. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.12. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

11.13. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

11.14. Priority of Provisions. Unless otherwise expressly stated in this Agreement, if there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect. In the event of a conflict between this Agreement and the Transportation System Surtax Interlocal Agreement, executed by County on August 29, 2018, as amended, the provisions of this Agreement shall prevail and be given effect.

11.15. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS**

AGREEMENT, EACH OF MUNICIPALITY AND COUNTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

11.16. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Municipality.

11.17. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

11.18. Payable Interest

11.18.1. Payment of Interest. County shall not be liable to pay any interest to Municipality for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Municipality waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

11.18.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.19. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibits are incorporated into and made a part of this Agreement.

11.20. Prevailing Wage Requirement. If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of, or undertaken by, Municipality as a result of this Agreement, Section 26-5, Broward County Code of Ordinances, as amended from time to time, shall be deemed to apply to such construction work. Municipality shall ensure Contractor fully complies with the requirements of such ordinance and satisfies, complies with, and completes the required forms as set forth in the Surtax-Funded Projects Form Construction Contract or such other contract as is approved pursuant to this Agreement.

11.21. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.22. Living Wage Requirement. To the extent Contractor is a “covered employer” within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Municipality shall include in its written agreement with Contractor that Contractor agrees to and shall pay to all of its employees providing “covered services,” as defined in the ordinance, a living wage as required by such ordinance, and shall fully comply with the requirements of such ordinance, and that Contractor shall ensure all of its Subcontractors that qualify as “covered employers” fully comply with the requirements of such ordinance.

11.23. Workforce Investment Program. Municipality acknowledges the Broward Workforce Investment Program, Section 19.211, Broward County Administrative Code (“Workforce Investment Program”). Municipality shall include in its contract with Contractor the requirements of the Workforce Investment Program and Contractor’s agreement to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth in the Workforce Investment Program, including by (a) publicly advertising exclusively with CareerSource Broward for at least five (5) business days any vacancies that are the direct result of this Agreement (whether those vacancies are with Municipality or its Subcontractors) and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement.

11.24. Survivability. Notwithstanding any expiration or termination of this Agreement, the following provisions shall survive expiration and termination: Section 3.2 (Municipal Responsibility for the Project); Section 5.6 (Overpayments; Refunds); Article 6 (Transportation Surtax Project Coordination and Participation); Article 7 (Indemnification); Article 8 (Auditing); Section 11.2 (Public Records); Section 11.15 (Law, Jurisdiction, Venue, Waiver of Jury Trial); and Section 11.18 (Payable Interest).

11.25. Approvals. To be effective, any approval under this Agreement made by or on behalf of the County, County Administrator, Contract Administrator, Project Manager, or other representative of either Party must be in writing.

(The remainder of this page is intentionally blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 25th day of August, 2020, Agenda Item No. 86, and Municipality, signing by and through its _____ duly authorized to execute same.

COUNTY

WITNESS:

BROWARD COUNTY, by and through
its County Administrator

(Signature)

By _____
County Administrator

(Print Name of Witness)

_____ day of _____, 20__

(Signature)

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

(Print Name of Witness)

By _____
[Name] (Date)
Assistant County Attorney

By _____
Angela J. Wallace (Date)
Transportation Surtax General Counsel

Draft DEER-005/006 Municipal Interlocal Agreement
~~8/6/2021~~ 7/21/2021
#21-114.00

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DEERFIELD BEACH FOR
SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:
PIONEER GROVE INFRASTRUCTURE IMPROVEMENTS AND COMPLETE STREETS
DEER-005 AND 006

MUNICIPALITY

ATTEST:

CITY OF DEERFIELD BEACH

[INSERT NAME], CITY CLERK
CITY OF DEERFIELD BEACH

By: _____
[INSERT NAME], MAYOR
____ day of _____, 2021

I HEREBY CERTIFY that I have approved
this Agreement as to form and legal
sufficiency subject to execution by the parties:

[INSERT NAME], City Attorney

EXHIBIT A
Project Description and Project Schedule

1. Project Description: As further detailed in the Scope of Work attached hereto as Attachment 1 to this Exhibit A, this Project includes the following:

The Pioneer Grove Infrastructure Improvements-Pedestrian Lighting and Complete Streets Project is a proposed road reconstruction which will include improvements for ADA accessibility, wide sidewalks, bicycle facilities, crosswalks, stormwater, intersection, landscaping, and lighting, and a separate locally funded option for water and sewer services that is not eligible for transportation surtax funding.

*Decorative lighting and road signage, brick pavers, and similar items are not eligible for transportation surtax funding. Please note the following additional exclusions and requirements:

A drainage analysis is required. The following drainage improvements are not eligible for transportation surtax funding: (i) increases to the stormwater system to accommodate a drainage area greater than the eligible size; and (ii) improvements to address runoff from private roads and/or developments.

A lighting justification report consistent with Broward County and FDOT policies and the criteria outlined in the then-current version of the Florida Greenbook is required for lighting system improvements to be eligible for transportation surtax funding. High-end or decorative lighting improvements are not eligible for transportation surtax funding. A cost comparison of comparable standard lighting costs must be provided if high-end or decorative lighting improvements will be included. Any lighting improvement costs in excess of comparable standard lighting costs shall be paid by Municipality with non-transportation surtax funds.

Commented [RPD1]: Please note the ineligible surtax items and required lighting justification, drainage analysis and cost comparison report for standard lighting.

2. Deliverables:

Municipality shall provide quantifiable, measurable, and verifiable units of Deliverables as set forth below. Each Deliverable must specify the required minimum level of work to be performed and the criteria for evaluating successful completion of the Deliverable.

Municipality shall provide a certification from a professional engineer which states all documents submitted meet a level of completeness in accordance with local engineering standards; this applies to all Deliverables listed in this Agreement.

[Deliverables schedule on following page]

DELIVERABLES: Phase 1 -Design

No.	Description	Duration/Deadline	Acceptance Criteria
0	Executed ILA	August 31, 2021	ILA executed by Municipality.
1	Bid Advertisement and Award; Consultant Agreement.	23 days	Advertised Solicitation Package, Award Letter, fully executed Consultant Agreement with County terms and conditions.
2	Notice to Proceed and Commencement of Work	1 day after Contract Award	NTP Issued by City
3	Basis of Design Report; (Inspection, Survey, Environmental Assessment)	21 days after NTP	The basis of design report shall establish the design criteria and standards to be used and describe the conceptual design plan and scope of the project. The report must include the required lighting justification report and a cost comparison showing comparable standard lighting costs signed by the engineer must be provided. A conceptual drainage design must be included. Subject to review and approval by County.
4	30% Design Submittal	90 days after acceptance of Basis of Design Report etc.	Typical and standard sections must be included in 30% Design Submittal for review and approval by County.
5	60% Design Submittal	90 days after acceptance of 30% Design Submittal	Complete Drainage Analysis must be included in 60% Design Submittal as well as all other typical and standard sections. Subject to review and approval by County.
6	90% Design Submittal	60 days after acceptance of 60% Design Submittal	Typical and standard sections must be included in 90% Design Submittal. Subject to review and approval by County.
7	Final Plans, Specification Package, and Final Cost Estimate Submittal Permitting completed.	60 days after acceptance of 90% Design Submittal	Signed, sealed, and complete construction plans, specifications, and cost estimate, prepared in accordance with applicable State, County, and local standards. All required permits issued. Subject to review and approval by County.

3. Project Schedule:

Phase: 1	Estimated Date of Completion
ILA fully executed by County and Municipality	September 30, 2021
Project Consultant Bid Advertising and Award; Consultant Agreement Execution	October 22, 2021
Notice to Proceed and Commencement of Work	October 25, 2021
Basis of Design Report/Preliminary Investigation/Surveying/Environmental Assessment	November 15, 2021
30% Design Submittal	February 14, 2022
60% Design Submittal	May 16, 2022
90% Design Submittal	July 15, 2022
Permitting/Revisions	August 15, 2022
Final Design Completion	September 14, 2022
Public Involvement	On-going
Design Services During Construction and CEI Services	TBD

Commented [RPD2]: County execution by 9/30/21 assumes City signs and returns executed ILA with resolution authorizing execution by 8/31/21.

EXHIBIT B
Funding Schedule

Funding Amounts: The amounts stated in this Funding Schedule are the maximum amounts payable for the Phase(s) stated, and shall be invoiced and paid only in accordance with the remainder of this Funding Schedule (as may be amended from time to time) and the terms and conditions of the Agreement. In the event of a conflict between anything stated in this Funding Schedule and anything stated elsewhere in the Agreement, the provisions stated in Articles 1 through 11 of the Agreement shall govern and control.

Invoicing/Application for Funding Documentation: Municipality shall submit the following with each invoice or Application for Funding (as defined below): an updated progress schedule; documentation of all invoices received from or payments made to Contractor or Consultant for which funding is sought; a statement indicating the cumulative amount of CBE participation to date; and a certification that all funding amounts sought are statutorily eligible for funding under Section 212.055, Florida Statutes.

Additional Invoicing Requirements: If checked, the checked requirements apply to all invoices/Applications for Funding under this Agreement:

- ☒ All costs invoiced shall be supported by properly certified payrolls, time records, invoices, contracts, or vouchers evidencing appropriate detail the amounts invoiced/expended and the nature and purpose of such amounts.
- ☐ Pay Application documents consistent with AIA Document G702 and G703
- ☐ _____

Funding Parameters: The checked expenses are ineligible for funding under this Agreement:

- ☒ Costs incurred by Municipality prior to the execution of this Agreement
- ☒ Costs incurred after the expiration of this Agreement
- ☒ Costs that are not expressly permitted in Exhibit A or B
- ☒ Amounts that Contractor, Consultant, or Subcontractors are contractually responsible to pay, credit, or reimburse to Municipality or County (e.g., liquidated damages for not meeting the Project Schedule, audit costs, etc.)
- ☒ Amounts attributable to good or services received under a contract or other arrangement that was not approved by County
- ☒ Audit costs incurred by Municipality
- ☒ Legal and accounting fees and expenses
- ☒ Costs for operation, support, or maintenance of the Project
- ☒ Interest expenses incurred by Municipality
- ☒ Municipality's staff or other personnel costs in directly performing the Project **[uncheck this box if Municipality is directly performing the Project]**

**Advance Payment of Maximum Not-to-Exceed Amount
(Quarterly Draws in Advance of Expenditures for projects over \$250,000)**

Municipality shall invoice County for up to a quarter of the applicable Total Maximum Not-To-Exceed Amount specified below in advance of the applicable Deliverable or Phase ("Application for Funding"). The first Application for Funding shall be submitted to the Contract Administrator no later than thirty (30) days after the full execution of this Agreement. Municipality shall submit no more than four separate Applications for Funding per funding schedule provided below.

Each quarter will be funded in advance by County per the schedule(s) stated below, with each funding amount determined by the Maximum Not-to-Exceed Amount for the applicable Deliverable less any unexpended funding for prior Deliverables. Unexpended funds for prior Deliverables shall be deducted from subsequent Applications for Funding or refunded to County, as requested by the Contract Administrator.

Each Application for Funding (after the first) shall include the information required in the Agreement including the following information for the prior Deliverables (as applicable): the amount of funding received and evidence of actual expenditures (including documentation demonstrating all invoices received from and payments made to Consultant and for right of way acquisition or wetland mitigation); a statement indicating the cumulative amount of CBE participation; an updated progress schedule; and all required certifications including that all Deliverables sought are statutorily eligible for funding under Section 212.055, Florida Statutes.

Absent prior written approval by the Contract Administrator, Municipality may not submit an Application for Funding for a Deliverable until all prior Deliverables have been satisfactorily completed.

****Consultant's invoices must separately itemize design work eligible for transportation-surtax funding.**

Deliverable/Phase Description	Maximum Not-To-Exceed Amount
Deliverables 0-4: Solicitation Advertisement, Award, and Consultant Agreement Execution; Notice to Proceed Issued and Commencement of Work; Basis of Design Report; Lighting Justification and standard lighting comparable cost report; and conceptual drainage design; 30% Design Submittal.	\$75,000
Deliverable 4: 60% Design Submittal. Complete Drainage Analysis.	\$87,500
Deliverable 5-6: 90% Design Submittal.	\$87,500
Deliverable 6-7: Final Plans, Specification Package, and Final Cost Estimate Submittal; Permitting completed.	\$50,000
TOTAL MAXIMUM NOT-TO-EXCEED AMOUNT:	\$300,000

EXHIBIT C
Reporting Requirements

Municipality shall submit to County and the Oversight Board, on a quarterly and annual basis, a detailed Financial Report that includes the information contained in the attached Sample Financial Report.

Municipality shall submit to County on a monthly basis a detailed report of the Project Metrics and progress towards applicable goals in a form prescribed by County (see attached MAP PMO Project Report Status Template). The reports must include sufficient information to enable County's Program Management Office ("PMO") to track and document on a monthly basis:

- Key activities and Project milestones since the previous report;
- Expected activities/milestones to be completed before the next report;
- If applicable, key issues/challenges the Project faces and the plan to resolve or manage the issues/challenges; and
- Overall status of the Project.

Municipality's annual financial report for the Project must be audited and certified by an independent CPA, at Municipality's expense, with an opinion as to whether the financial information in the report is presented in accordance with Generally Accepted Accounting Principles and whether the Project is in accordance with the operative interlocal agreements for surtax funding. The audit shall contain sufficient information for County and the Oversight Board to determine if the Project expenditures conform to this Agreement and applicable law. The annual financial report must also include cumulative financial information for each individual Surtax-Funded Project undertaken by Municipality. The annual financial report must include appropriate footnote disclosures in support of the financial information items presented, including disclosure of any issue of noncompliance with this Agreement or applicable law.

Sample Financial Report

Project Name:	
Quarterly Period:	

Section A: Total/Maximum Project Funding

1.	Surtax Maximum Funding Amount (per Section 5.4)	\$
2.	Non-Surtax Funding Awarded/Committed	\$
3.	Total Project Funding (Total lines 1 + 2)	\$
4.	Less Proceeds (as defined in Section 5.6)	(\$)
5.	Adjusted Project Funding (Line 3 minus Line 4)	\$

Section B: Funding Received to Date

		Quarter Reported	Fiscal Year to Date	Total
6.	Surtax Funding Received	\$	\$	\$
7.	Non-Surtax Funding Received	\$	\$	\$
8.	Total Project Funding Received (Total lines 6 + 7)	\$	\$	\$

Section C: Expenditures to Date

		Quarter Reported	Fiscal Year to date	Total
9.	Surtax Funding Expended	\$	\$	\$
10.	Non-Surtax Funding Expended	\$	\$	\$
11.	Total Project Funding Expended (Total lines 9 + 10)	\$	\$	\$

Section D: Available Funding to Date

12.	Adjusted Project Funding (Line 5 above)	\$
13.	Total Project Funding Expended to Date (Line 11 above)	\$
14.	Available Project Funding to date (Line 12 minus line 13)	\$

Section E: Contract Financials *(complete for each of Contractor and Consultant)*

Original Contract amount	\$
Changes (increases or decreases)	\$
Revised contract amount	\$
Total Work Completed to Date	\$
Retainage Held to Date	\$
Total Earned Less Retainage	\$
Total Amount Paid to Date	\$
Work Completed this Quarter	\$
Retainage Held for Work Completed this Quarter	\$

Retainage Released this Quarter	\$
Amount Paid this Quarter	\$

Section F: Quarterly Detailed Expenditures (for Quarter Reported)

Invoice No.	Invoice Date	Vendor Name	Description of Work	Invoice Amount	Amount Paid

Section G: Project Schedule & Status

15.	Project Schedule Completion Date	
16.	Total Project Schedule Time Remaining	
17.	Amount Project Is Ahead/Behind Schedule	☐ Ahead by ___ Days ☐ Behind by ___ Days
18.	Explanation for Change in Project Schedule:	
19.	Project Run Rate (Actual vs. Planned Expenditures)	
20.	Percentage of Project Phases/Milestones Met	%

Section H: Performance Metrics

- A.** [To be provided by the PMO as applicable]
- B.** Pavement Serviceability Rating (PSR): Report PSR prior to commencement of Project, current PSR, and projected PSR upon completion of Project.

MAP PMO Project Status Report *Template*

<Agency> Project: <i><fill in project name or id></i>		Owner: <i><fill in></i>	July 15, 2019
Progress update ▪ Key activities since the last status report ▪ ?		Overall Progress   Red = Execution critical delay  Amber = Delay; but recoverable  Green = On track	
Key activities to be completed in the next <2-4> weeks: ▪ ? ▪ ?		Summary: (may include) ▪ Key take-aways for BoCC, OB and SurTax Admin ▪ Project run rate; actual vs. planned ▪ % Milestones met ▪ Days over budget ▪ Leverage ratio ▪ Key reminders of critical decisions/milestones/etc.	
Issues/Challenges:		Proposed solutions:	

Exhibit D Form Contracts

Surtax-Funded Projects Form Construction Contract:

Surtax-Funded Projects Form Consultant Contract:

Exhibit E Municipal Resolution Authorizing Execution of Agreement



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-843

Agenda Date: 8/17/2021

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 Interlocal Agreement with Broward County for the FAU Research Blvd (SW 11th Way) Roadway Improvements/Deer-007 Surtax-Funded Municipal Transportation Project; providing for execution and an effective date.

Background Activity

In November 2018, Broward County voters approved a 30-year sales surtax known as the "Penny for Transportation" to fund transportation expenditures (the "Transportation Surtax"). Broward County (the "County"), the Broward Metropolitan Planning Organization (the "MPO"), and other Broward municipalities (the "Municipalities") entered into the Transportation System Surtax Interlocal Agreement (the "Surtax ILA") to provide the process for the Municipalities to submit projects for evaluation and funding with Transportation Surtax proceeds.

The scope of work for Improvements to FAU Research Blvd. (SW 11th Way) from SW 48th Street to SW 10th Street will include the following: field reconnaissance, preliminary design, environmental assessment and permitting, final design, and bidding and negotiation (the "Project"). The design services will include the following: street widening from two to four lanes, the addition of sidewalks, buffered bicycle lanes, and linear walking trails - minor alteration of the horizontal and vertical geometry; utility system adjustments; installation of a closed drainage system; lighting; landscaping and irrigation; installation of signs and pavement markings; and maintenance of traffic. A separate locally funded option for water and sewer services is not eligible for transportation surtax funding. Other exclusions that apply include decorative lighting, roadway signage, pavers, and similar items.

The Surtax ILA establishes a process in which surtax funded staff at the MPO prioritize municipal projects, with the exception of rehabilitation and maintenance projects, and make recommendations for funding. The first round of rankings included funding for design of the Project. The Project was determined statutorily eligible for funding by the Broward County Board of County Commissioners, for an amount not to exceed \$480,000 for the design of the Project. Pursuant to the Surtax ILA, in order to receive funding, execution of an interlocal agreement with the County for Surtax-Funded Municipal Transportation Projects (the "Project ILA") is required.

The purpose of the Project ILA is to set forth the terms and conditions for County to provide Transportation Surtax funding for the Project and the terms and conditions for City to complete the Project. The City will implement the Project, as funded by the County with Transportation Surtax funding, in accordance with the terms of the Project ILA.

Current Activity

Upon execution of the ILA by all parties, the City will advertise a Request for Proposals to award and execute a Consultant Agreement with the awarded firm. The awarded firm will be responsible for

establishing a basis for design and conceptual design plan, including a lighting justification report and preliminary drainage design, subject to review and approval by the County. Following acceptance of the basis for design, the consultant will prepare 30%, 60%, 90% design plans followed by final signed sealed and completed construction documents, estimates, as well as all required permits. The City will need to request construction funds through the Surtax eligible programming in a future application cycle.

Recommendation

It is recommended City Commission of the City of Deerfield Beach, Florida, approve the ILA with Broward County for the Surtax Funded Municipal Transportation Project, FAU Research Blvd (SW 11 Way) Roadway Improvement.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR THE FAU RESEARCH BLVD (SW 11TH WAY) ROADWAY IMPROVEMENTS/DEER-007 SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, in November 2018, Broward County voters approved a 30-year sales surtax known as the “Penny for Transportation” to fund statutorily permissible transportation expenditures (the “Transportation Surtax”); and

WHEREAS, Broward County (the “County”), the Broward Metropolitan Planning Organization (the “MPO”), and other Broward municipalities (the “Municipalities”) entered into the Transportation System Surtax Interlocal Agreement (the “Surtax ILA”) to provide the process for the Municipalities to submit projects for evaluation and funding with Transportation Surtax proceeds; and

WHEREAS, the scope of work for the improvements to FAU Research Blvd. (SW 11th Way) from SW 48th Street to SW 10th Street will include the following: field reconnaissance, preliminary design, environmental assessment and permitting, final design, and bidding and negotiation (the “Project”); and

WHEREAS, the Surtax ILA establishes a process in which surtax funded staff at the MPO prioritize municipal projects, with the exception of rehabilitation and maintenance projects, and make recommendations for funding; and

WHEREAS, the first round of rankings included funding for design of the Project for an amount not to exceed \$480,000, and the Project was determined statutorily eligible for funding by the Broward County Board of County Commissioners; and

WHEREAS, pursuant to the Surtax ILA, in order to receive funding, execution of an interlocal agreement with the County for Surtax-Funded Municipal Transportation Projects (the “Project ILA”) is required; and

WHEREAS, the purpose of the Project ILA is to set forth the terms and conditions for the County to provide Transportation Surtax funding for the Project and the terms and conditions for City to complete the Project; and

WHEREAS, the City Commission finds it in the best interest of the City to approve the Project ILA with the County for Transportation Surtax funding in an amount not to exceed \$480,000 for the Project.

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 Project ILA with the County, attached as Exhibit “A,” for Transportation Surtax funding in an amount not to exceed \$480,000 for the Project design is hereby approved.

Section 3. The City Manager is authorized to execute the Project ILA with the County, attached as Exhibit “A,” together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

Section 5. This Resolution shall take effect immediately upon adoption

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DEERFIELD BEACH FOR
SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:**

FAU RESEARCH BLVD (SW 11th WAY) ROADWAY IMPROVEMENT /DEER-007

This Interlocal Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and City of Deerfield Beach, a municipality of the State of Florida ("Municipality") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. In November 2018, Broward County voters approved a 30-year sales surtax (also known as "Penny for Transportation") to fund statutorily-permissible transportation expenditures.

B. All projects, County, State, and municipal, funded by the transportation surtax are evaluated for eligibility under Section 212.055(1), Florida Statutes, by the independent Transportation Surtax Oversight Board before the Broward County Board of County Commissioners makes the final decisions regarding project funding.

C. A process has been established pursuant to which surtax-funded staff at the Broward Metropolitan Planning Organization ("MPO") prioritize municipal projects, with the exception of municipal rehabilitation and maintenance projects, and make recommendations for funding. The first round of ranking of municipal capital projects was recently completed by the MPO following extensive and detailed discussions with the submitting municipalities, and the Project contemplated in this Agreement was included in that review and ranking.

D. The municipal Project defined herein has been determined statutorily eligible for funding and subsequently approved for funding by the Broward County Board of County Commissioners.

E. The purpose of this Agreement is to set forth the terms and conditions for County to provide transportation surtax funding for the Project and the terms and conditions for Municipality to complete the Project. Municipality will implement the Project, as funded by County with surtax funding, in accordance with the terms of this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Board** means the Board of County Commissioners of Broward County, Florida.

1.2. **Contract Administrator** means the County Administrator or such other person designated by the County Administrator in writing.

1.3. **Contractor** means the persons, firms, or corporations with whom Municipality has or will contract for the performance of the Project.

1.4. **Consultant** means the architect or engineer with whom Municipality has or will contract to provide programming, design, construction management, engineering, and inspection, or other professional services for the Project.

1.5. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

1.6. **Maximum Funding Amount** means the maximum funding amount stated in Section 5.4.

1.7. **Oversight Board** means the independent Transportation Surtax Oversight Board created pursuant to Section 31½-75 of the Broward County Code of Ordinances.

1.8. **Project** means the project described in Exhibit A.

1.9. **Project Manager** means **Priscilla Cygielnik, P.E., City Engineer** for Municipality.

1.10. **Subcontractor** means an entity or individual providing services to Municipality through Contractor or Consultant for all or any portion of the Project. The term "Subcontractor" includes subconsultants.

1.11. **Surety** means the surety company or individual that is bound by the performance bond and payment bond and that is responsible for Contractor's or Consultant's acceptable and timely performance and completion of the Project under this Agreement and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.

1.12. **Surtax-Funded Projects** means any project, including without limitation the Project described in Exhibit A, that is funded in whole or in part by the transportation surtax collected pursuant to Section 212.055(1), Florida Statutes.

ARTICLE 2. EXHIBITS

Exhibit A	Project Description and Project Schedule
Exhibit B	Funding Schedule
Exhibit C	Reporting Requirements
Exhibit D	Form Contracts
Exhibit E	Municipal Resolution Authorizing Execution of Agreement

ARTICLE 3. PROJECT DESCRIPTION; COMPETITIVE PROCUREMENT; PERMITTING

3.1. Project Description and Project Schedule. Municipality shall perform, or cause to be performed, the Project in accordance with the Project Description and the Project Schedule set forth in **Exhibit A**. The Project Description is a general description of the Project and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and

tasks that are such an inseparable part of the Project described that exclusion of any of them would be impractical, illogical, or unconscionable.

3.2. Municipal Responsibility for the Project. Municipality is solely responsible for the Project, subject to the terms of this Agreement. County has no responsibility for the construction means, methods, techniques, sequences, or procedures employed in the performance of the Project. Municipality shall be solely responsible for retention, supervision, and payment of Contractor, Consultant, and all Subcontractors. Municipality shall be solely responsible for securing any and all property rights or permits required by the Project. Nothing in this Agreement shall impose on County an obligation to assume any contract or subcontract, or to make payment to Contractor, Consultant, or any Subcontractor, vendor, or supplier, or to perform the Project or any portion thereof, or to supply any goods or services for the Project. Further, nothing contained herein shall create any contractual relationship between County and Contractor, Consultant, or any Subcontractor, vendor, or supplier.

3.3. Competitive Procurement; Consultants' Competitive Negotiation Act. Except to the extent the Contract Administrator has approved utilization of an existing contract by Municipality for the services to be performed by Contractor or Consultant, Municipality must provide the proposed solicitation(s) for the Project to the Contract Administrator for review at least twenty (20) days prior to publication of the solicitation by Municipality. County's review shall include, without limitation, determination of the applicable CBE Goal (as defined in Article 10), which must be included by Municipality in the solicitation(s). If Municipality seeks to utilize an existing contract for the services to be performed by the Contractor or Consultant, Municipality must obtain prior approval by County and must provide the Contract Administrator with the proposed contract and supporting documentation for consideration pursuant to the procedures stated in Section 3.5.2; County may require, as a condition for its approval, that the engagement of Contractor or Consultant for this Project utilizing an existing municipal contract include modifications or additions to the existing contract terms and conditions, including without limitation any provision identified in Section 3.5.3. Municipality must comply with all applicable provisions of state law including, as applicable, Section 255.20 and Section 287.055, Florida Statutes, in the procurement of any services or materials relating to the Project. If any applicable state or federal procurement requirement is stricter than any other applicable requirement, Municipality shall be obligated to meet the stricter requirement. Prior to the execution of any contract with Contractor or Consultant relating to the Project, Project Manager shall certify in writing to the Contract Administrator that the procurement and the proposed contract comply with the requirements of this Section 3.3.

3.4. Modifications to Project or Phases.

3.4.1. Material Changes to the Project. Material changes are changes that increase the Maximum Funding Amount or materially modify the Project Description. Any proposed material change to the Project Description that does not increase the Maximum Funding Amount requires the prior written approval of the Contract Administrator. Any proposed material change that would increase the Maximum Funding Amount requires an

amendment of this Agreement. Any proposed material change may also, if determined necessary by Contract Administrator pursuant to the applicable contractual, statutory, or other surtax-related requirements, require review by the Oversight Board for statutory eligibility. Municipality shall submit to the Contract Administrator written notice of the proposed material change and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove in writing the proposed material change to the Project Description that does not increase the Maximum Funding Amount within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely approved, the request shall be deemed disapproved. Any material change that increases the Maximum Funding Amount must be approved by the Board.

3.4.2. Modifications to Construction Phase. Requests for additional funding as a result of modifications to the construction phase of a Project that exceed the amount provided in the then-current Funding Schedule, including without limitation change orders or other scope changes, are subject to (i) approval by the Contract Administrator, and (ii) the Board's allocation of additional funding; such requests may also, if determined necessary by Contract Administrator pursuant to the applicable contractual, statutory, or other surtax-related requirements, require additional review by the Oversight Board for statutory eligibility. Municipality shall submit to the Contract Administrator written notice of its request for additional funding and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove the request in writing within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely approved, the request shall be deemed disapproved.

3.4.3. Owner Enhancements. In addition to any approvals that may be required pursuant to this Agreement, any increased or additional costs due to changes in the quality of materials, furnishings, finishes, aesthetics, or any other cost reasonably determined by the Contract Administrator to be an "owner enhancement" (including, without limitation, decorative lighting, decorative paving, and improvements that are not within the public right of way) must be funded solely by Municipality with non-surtax funding, and County shall have no funding responsibility for any such increased costs. Upon the Contract Administrator's request, the Project Manager shall provide sufficient detail for the Contract Administrator's determination of whether any increased or additional costs include owner enhancements. The Contract Administrator shall determine, after consultation with the Project Manager, whether the increased or additional costs constitute owner enhancements.

3.4.4. Project Schedule. Any proposed change in the Project Schedule that modifies the commencement or completion date for any phase or for the Project by more than sixty

(60) days requires the prior written approval of the Contract Administrator. Municipality shall submit to the Contract Administrator written notice of the proposed change and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove in writing the proposed change within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely disapproved, the request shall be deemed approved.

3.4.5. Nonmaterial Changes. Nonmaterial changes to the Project (namely, changes that do not require approvals under Sections 3.4.1, 3.4.2, 3.4.3, or 3.4.4) do not require County approval and may be approved by the Project Manager.

3.5. Contractor and Consultant Contracts.

3.5.1. Form Contracts. County has preapproved the Surtax-Funded Projects Form Construction Contract and the Surtax-Funded Projects Form Consultant Contract (collectively, the “**Form Contracts**”) attached as **Exhibit D**, which Municipality may utilize for its contracts with Contractor and Consultant, respectively. County may update the Form Contracts from time to time upon written notice to Municipality, and such updated Form Contracts shall be the applicable forms for solicitations advertised after the date of such written notice by County.

3.5.2. County Approval. Unless the Form Contracts are utilized for the Project with no material modification or an existing municipal contract is approved by County for use pursuant to Section 3.3, Municipality must obtain written approval from the County Attorney’s Office for Municipality’s contract(s) with Contractor and with Consultant prior to utilization of the contracts for the Project (and prior to publication of the solicitation, if the contract is included in the solicitation). In addition to the provisions required to be included in Municipality’s contracts with Contractor and with Consultant pursuant to Section 8.1 or Section 10.5, Municipality’s contracts must also include the provisions listed in Section 3.5.3 and Section 3.5.4, as applicable, in the form stated in the Form Contracts. Any material modification to any required contractual provision must be approved in advance by the County Attorney’s Office; no subsequent material change to the contract(s) for the Project may be made without written approval from the County Attorney’s Office. Municipality agrees and acknowledges that County’s approval of any contracts with Contractor or Consultant, including without limitation the Form Contracts, is solely for purposes of protecting County’s interests; County approval of any such contract does not constitute a legal opinion, including without limitation as to the legal sufficiency of the contract, for use or reliance by Municipality or any third party and shall not be the basis for any claim or liability against County or asserted to avoid any reimbursement or other obligation of Municipality under this Agreement. Municipality shall provide at least twenty (20) days’ written notification to the Contract Administrator and the County Attorney’s Office prior to award of the contract to Contractor or Consultant, as applicable, which notice must include a copy of the competitive solicitation

(or other applicable procurement document) for the Project, the responsive submission by the proposed Contractor or Consultant, the proposed contract amount for the Project, the proposed contract, and the date on which Municipality intends to award the contract. County may disapprove the proposed contract: (a) for failure to comply with any requirement of this Agreement; (b) if the contract price exceeds or is materially inconsistent with the Funding Schedule (absent good cause, as determined by Contract Administrator); or (c) after consultation with Project Manager, for any other good cause as determined in the sole discretion of the Contract Administrator. If County disapproves any proposed contract, County must provide notice of such disapproval within twenty (20) days after receipt of the notice and the documents required pursuant to this section; if not timely disapproved, the proposed contracts shall be deemed approved.

3.5.3. For the contract with Contractor, the following provisions from the Surtax-Funded Projects Form Construction Contract must be included:

- 3.5.3.1. Contract, Article 3 (Contract Time)
- 3.5.3.2. Contract, Article 5 (Progress Payments; Retainage)
- 3.5.3.3. Contract, Article 6 (Acceptance and Final Payment)
- 3.5.3.4. General Conditions, Article 4 (Performance Bond and Payment Bond) and Article 5 (Qualification of Surety)
- 3.5.3.5. General Conditions, Article 17 (Project Records and Right to Audit) (*see also* Section 8.1 herein)
- 3.5.3.6. General Conditions, Article 33 (Location and Damage to Existing Facilities, Equipment, or Utilities)
- 3.5.3.7. General Conditions, Article 38 (Change Orders) and Article 39 (Value of Change Order Work)
- 3.5.3.8. General Conditions, Article 14 (Superintendence and Supervision)
- 3.5.3.9. General Conditions, Article 20 (Differing Site Conditions)
- 3.5.3.10. General Conditions, Article 40 (Notification and Claim for Change of Contract Time or Contract Price)
- 3.5.3.11. General Conditions, Article 41 (No Damages for Delay)
- 3.5.3.12. General Conditions, Article 42 (Excusable Delay; Compensable; Non-Compensable)
- 3.5.3.13. General Conditions, Article 53 (Domestic Partnership)
- 3.5.3.14. General Conditions, Article 54 (Equal Employment Opportunity and CBE/SBE Compliance)
- 3.5.3.15. Supplemental Wage Requirements (Prevailing Wage Rate Ordinance)

3.5.4. For the contract with Consultant, the following provisions from the Surtax-Funded Projects Form Consultant Contract must be included:

- 3.5.4.1. Article 4 (Time for Performance; Contractor Damages)
- 3.5.4.2. Sections 5.3 and 5.4 (Reimbursable Expenses; Method of Billing)
- 3.5.4.3. Section 7.5 (Truth in Negotiation)

- 3.5.4.4. Section 7.9 (Domestic Partnership Requirement)
- 3.5.4.5. Article 10 (Equal Employment Opportunity and CBE Compliance)
- 3.5.4.6. Section 11.4 (Public Records and Trade Secrets)
- 3.5.4.7. Section 11.5 (Audit Rights)
- 3.5.4.8. Section 11.8 (Indemnification)
- 3.5.4.9. Section 11.14 (Drug-Free Workplace)

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall end on **December 31, 2022** ("Initial Term"), unless extended pursuant to Section 4.2.

4.2. Extensions. The Parties may renew this Agreement for up to two (2) additional one (1) year terms (each an "Extension Term") by written approval of the Project Manager and the County Administrator at least thirty (30) days prior to the expiration of the then-current term. Any further extension shall require approval by the Board and the governing body of Municipality.

4.3. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129, Florida Statutes.

4.4. Time of the Essence. Unless expressly waived by the Contract Administrator in writing, time is of the essence in Municipality's performance of its duties, obligations, and responsibilities under this Agreement.

ARTICLE 5. FUNDING AND SURETY

5.1. Surtax Funding. County shall provide funding to Municipality for the Project in accordance with the Funding Schedule (**Exhibit B**). Any amounts, costs, or expenses indicated as ineligible for funding in Exhibit B shall not be funded by County but must instead be funded by Municipality from non-surtax funds. The Parties agree and acknowledge that all funding provided by County to Municipality under this Agreement shall be paid exclusively from and subject to the availability of proceeds from the transportation surtax levied pursuant to Section 212.055(1), Florida Statutes, and County shall not have any obligation to provide, nor shall County provide, any funding from County's general revenue or any other County source. Municipality agrees and stipulates that the funding provided by County to Municipality under this Agreement will be utilized by Municipality only for the purposes permitted under Section 212.055(1), Florida Statutes.

5.2. Method of Billing and Payment. Municipality shall invoice County only in accordance with the Funding Schedule. Any credit due to County under Section 5.6 must be reflected on the next applicable invoice. To be proper, each invoice must comply with the requirements of Exhibit B and be accompanied by a certification by the chief administrative officer and the chief financial

officer of Municipality, or such other persons designated by Municipality with authority to act in similar capacities, that all funds received and utilized to date by Municipality under this Agreement were utilized only for the Project, only for the portion(s) of the Project that the Oversight Board and County determined were eligible for surtax funding, and only for purposes that Municipality independently determined were eligible for surtax funding. County shall pay Municipality in accordance with the Funding Schedule within thirty (30) days of receipt of Municipality's proper invoice. Payment shall be made to Municipality at the address designated by Municipality for notices pursuant to Section 11.6.

5.3. **Phases; Funding Schedule.** The Funding Schedule may provide for funding the Project in phases or by deliverable, with the funding for subsequent phases or deliverables to be determined after completion of prior phases or particular deliverables. Any such later-determined funding for the Project, including any modification to the funding amount(s), phase(s), or deliverable(s) stated in the Funding Schedule, shall require a written amendment to this Agreement with an amended Funding Schedule attached thereto setting forth the next phase(s) or deliverable(s) and applicable funding for same. All terms and conditions of this Agreement shall apply to any such amended Funding Schedule. The County Administrator, on behalf of County, and the Municipality's [Insert Authorized Official(s)], on behalf of Municipality, are authorized to execute amendments to this Agreement to incorporate an amended Funding Schedule, provided the total of all funding obligations of County under this Agreement does not exceed the total Maximum Funding Amount. Any amended Funding Schedule or other amendment that would cause County's total funding obligations under this Agreement to exceed the Maximum Funding Amount shall not be effective unless approved by the Board.

5.4. **Maximum Funding.** Municipality acknowledges that the Maximum Funding Amount set forth below is the maximum amount payable by County and constitutes a limitation upon County's obligation to provide funding to Municipality for the Project. Municipality further acknowledges that subtotal amounts set forth below for the applicable phases and in the Funding Schedule (including as amended) are the maximum amounts payable for the applicable portions of the Project, and constitute limitations on County's obligation to provide funding to Municipality for the Project.

Description	Not-To-Exceed Amounts
Phase 1: Design	\$480,000
MAXIMUM FUNDING AMOUNT:	\$480,000

In no event shall County be liable to provide funding to Municipality in excess of the applicable amounts stated in the Funding Schedule or the Maximum Funding Amount, regardless of the basis for any claim or the basis for increased cost, including, without limitation, differing site conditions, delays, weather, or any other reason. If the actual costs of the Project exceed the amount County is obligated to fund per the Funding Schedule, as same may be amended pursuant to this Agreement, Municipality shall be solely responsible for funding any and all such additional amounts. Municipality is solely responsible for any and all costs to operate, support,

and maintain the Project unless otherwise agreed in writing by the Parties; County has no obligation to fund any costs related to the Project except as expressly stated in this Agreement.

5.5. Adjustments for Corridor Projects; Funding Withholding; Other Delayed Funding.

5.5.1. In order to avoid duplicative construction and unnecessary disruption of the local transportation network and community, the Parties shall cooperate in good faith to coordinate the timing of the Project with other projects that affect the same or nearby transportation elements, including, without limitation, other Surtax-Funded Projects and other County or State roadway projects (collectively, "Corridor Projects"). The Contract Administrator shall provide prompt notice to Municipality if County determines that the timing of the Project requires adjustment due to a Corridor Project. Upon receipt of such a notice, Municipality shall use best efforts to suspend any additional work on the Project pending an agreed adjustment to the Project Schedule, and the Parties shall cooperate to mutually approve an adjusted Funding Schedule (adjusted only as to timing, absent good cause as determined by Contract Administrator) and Project Schedule. County may withhold any otherwise scheduled funding until such adjustments are mutually approved by the Parties. To the extent some or all of the Project costs are modified as a direct result of a timing adjustment to accommodate a Corridor Project, such modified costs shall be addressed in an amendment to the Funding Schedule and, if necessary, an amendment to this Agreement.

5.5.2. If commencement or completion of a phase of the Project is delayed beyond its scheduled date by more than one (1) year, or work suspended for more than one (1) year, the Funding Schedule may be unilaterally adjusted as to timing (but not amount) by written notice issued by the Contract Administrator, after consultation with Municipality, to reflect the delay; any adjustment to the amount of funding for any phase in connection with the delay shall require an amended Funding Schedule in accordance with Section 5.3.

5.6. Overpayments; Refunds. Any funding provided by County under this Agreement for a Phase that exceeds the actual amounts expended by Municipality in accordance with this Agreement for that Phase shall be credited against the next invoice to County or refunded to County, as elected by County. Any funding provided by County under this Agreement that exceeds actual amounts paid by Municipality for the Project shall be promptly refunded to County upon Municipality's discovery of an overpayment, County's request for refund, or sixty (60) days after completion of the Project, whichever occurs first. For purposes of this calculation, any interest expense(s) incurred by Municipality are not an allowable cost. Any refunds, credits, liquidated damages, insurance proceeds (after payment of any applicable deductible), claim or litigation proceeds (after payment of attorneys' fees and costs), or other amounts received by or credited to Municipality by or on behalf of Contractor, Consultant, or any Subcontractor (collectively, "Proceeds") shall be either credited against future funding due from County under this Agreement or paid by Municipality to County within thirty (30) days after its receipt of the Proceeds, as elected by County. The total Proceeds amount credited or refunded

to County shall not exceed the total funding provided by County under this Agreement. Municipality shall promptly notify County of any amount of Proceeds received by or credited to Municipality, and of any claims filed or asserted relating to the Project. For unresolved claims or litigation, the Parties shall cooperate to ensure any Proceeds are first credited or repaid to the benefit of County before any other allocation.

5.7. Separate Accounting. Municipality shall deposit and maintain all funding received from any source for the Project in a segregated fund or account, which shall be subject to audit pursuant to Article 8. Any interest earned by Municipality on any funds provided under this Agreement shall be credited against the funding otherwise due from County under this Agreement and must be utilized by Municipality solely in accordance with the terms of this Agreement. Upon prior written approval by the Contract Administrator, Municipality may utilize other methods of separate accounting for the Project funds provided the accounting method permits a full and complete audit of the funds as required by Article 8.

5.8. Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to ensure utilization of the funds in accordance with this Agreement, applicable law, and the Board-approved transportation surtax program. Failure of Municipality or the Project to comply with the Reporting Requirements or the Performance Metrics may also be a basis to withhold or limit future funding for the Project, as determined in the reasonable discretion of the Contract Administrator. The amount withheld shall not be subject to payment of interest by County. Upon written notice by County and except as expressly stated otherwise herein, payment may be withheld by County for the duration of any failure of Municipality to comply with a term, condition, or requirement of this Agreement; County shall promptly pay the amount withheld to Municipality when Municipality's noncompliance with the applicable terms and conditions of this Agreement is cured to the reasonable satisfaction of Contract Administrator.

5.9. Final Invoice and Reconciliation. Unless otherwise stated in the Funding Schedule or approved by the Contract Administrator, Municipality must submit the final invoice to County no later than one hundred twenty (120) days after the completion of the Project. The final invoice must be accompanied by a complete summary of all expenses incurred and all amounts paid for the Project, all funding, Proceeds, interest, or other amounts received relating to the Project, and any unpaid invoices, amounts still owing, disputed charges, or other unresolved issues relating to the Project that may impact the financial accounting of the Project (collectively, the "Final Reconciliation"). Upon request by the Contract Administrator, Municipality shall provide any backup or additional documentation requested relating to the Final Reconciliation; if County or Municipality identifies any error or omission in the Final Reconciliation, Municipality shall resubmit a corrected final invoice and corrected Final Reconciliation. County shall pay the correct final invoice after review and approval of the Final Reconciliation.

ARTICLE 6. TRANSPORTATION SURTAX PROJECT COORDINATION AND PARTICIPATION

6.1. Reporting Requirements. Unless waived in writing by the Contract Administrator, Municipality shall comply with the Reporting Requirements set forth in **Exhibit C**. In addition,

Municipality shall provide written reports to the Contract Administrator consisting of the following information as of the date of the report, with monthly information provided within thirty (30) days after the end of the applicable month, quarterly information provided within forty-five (45) days after the end of the applicable quarter, and annual information provided within one hundred eighty (180) days after the end of the fiscal year:

6.1.1. Quarterly Report on Expenditures: For both total to date and total for the applicable quarter, the total funds received from any funding source for the Project (itemized by funding source) and total funds (by funding source) expended to date for the Project;

6.1.2. Monthly Report on Project Schedule: The updated Project Schedule, summary of progress during the applicable quarter, and any adjustments to the Project Schedule (including all approved adjustments and pending requests for adjustments);

6.1.3. Monthly report on Material Changes or Impacts: All material changes to the Project, the Project Schedule, or any other aspect of the Project that may impact the cost of the Project or the ability of the Project to achieve the intended goals or purposes; and

6.1.4. Annual Audit Reports: On an annual basis, copies of Municipality's most recent annual financial reporting packages, reports, or other information required to be submitted in accordance with Section 215.97, Florida Statutes. A copy of Municipality's most recent single audit complies with this requirement.

6.2. Performance Metrics. Municipality must ensure that the quality, progress, and nature of the Project strictly comply with the Performance Metrics stated in Exhibit C. The Contract Administrator may modify the Performance Metrics for the Project at any time with the written approval of the Project Manager. In addition to the reporting required pursuant to Section 6.1 above, Municipality shall provide written reports to the Contract Administrator on at least an annual basis, no later than ninety (90) days after the end of the fiscal year, documenting the Project's compliance with the applicable Performance Metrics. The Contract Administrator or designee will provide technical assistance and support, as may be reasonably requested by Municipality, and shall make available to Municipality a centralized repository of relevant, available metrics and data.

6.3. Permitting for Surtax-Funded Projects. To decrease public inconvenience and to facilitate the expeditious and efficient completion of Surtax-Funded Projects, for any Surtax-Funded Project that is performed by County and is in whole or in part within the geographical boundaries of Municipality, Municipality shall waive, to the full extent permissible under applicable law, all municipal permitting requirements, except to the extent of any portion of the work performed by County that will be owned, operated, and maintained by Municipality. The waiver shall include, but not be limited to, the requirements of permit application, permit issuance, inspections, and permitting fees. County shall be responsible for ensuring adequate plan review, inspections, and compliance with State and County standards for work in the public right of way.

County shall waive, to the full extent permissible under applicable law, all County permitting fees for municipal Surtax-Funded Projects.

6.4. Road Closures. Municipality shall institute and comply with a cooperative notification program that ensures County is promptly notified and promptly provided with data reasonably requested by County regarding all municipal roads that are closed for any reason, including but not limited to the Project, other construction, or flooding, in a format prescribed by County. Providing Municipality consistently utilizes the cooperative notification program established by County and promptly cures any nonperformance upon notice by County, nonrecurring or isolated incidents of failure by Municipality to timely notify as required by this Section 6.4 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.5. Branding and Marketing. At County's request, Municipality shall participate in reasonable branding and marketing in the form and content prescribed by County, including, but not limited to, signage prominently acknowledging the surtax funding source of Surtax-Funded Projects, utilizing County-approved wording, logo, or other imagery, which branding and marketing will acknowledge the project contributions of County and Municipality. The costs for all branding and marketing requested by County pursuant to this Section 6.5 shall be fully funded by County. Provided Municipality cures any nonperformance within thirty (30) days after notice by County, nonrecurring or isolated incidents of failure by Municipality to comply with this Section 6.5 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.6. Data Collection and Sharing. To the extent requested by County, Municipality shall ensure the Project includes incorporation and placement of sensors or other devices on municipal roads, rights of way, properties, and assets for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or Municipality's use of such roads, rights of way, properties, or assets. The costs for any such incorporation and placement requested by County shall be funded by County. Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by County in order to facilitate countywide collection and utilization of transportation data. For the useful life of the Project, to the extent requested by County, Municipality shall provide County any and all access to such data as may be requested by County, including recurring or real-time access or periodic download. Provided Municipality cures any nonperformance within thirty (30) days after notice by County, nonrecurring or isolated incidents of Municipality's failure to comply with this Section 6.6 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.7. Conflict of Interest.

6.7.1. Municipality represents and agrees that it has not contracted, and will not contract during the term of this Agreement, with the MPO for the MPO to perform any of the following services (collectively, the "Contracting Prohibitions"):

- 6.7.1.1. Any design, construction, oversight, or management services relating to any Surtax-Funded Project or any proposed project for which transportation surtax funding is being or will be sought;
- 6.7.1.2. Any planning, oversight, or reporting services relating to any receipt by Municipality of community shuttle surtax funding; or
- 6.7.1.3. Any grant writing or grant consultation services in connection with any Surtax-Funded Project (or proposed Surtax-Funded Project).

6.7.2. The foregoing Contracting Prohibitions:

- 6.7.2.1. Shall not apply to any state- or federally-mandated services provided by the MPO for which services the MPO does not receive any compensation from Municipality beyond Municipality's annual contribution to the MPO;
- 6.7.2.2. May be waived by the County Administrator in connection with any Surtax-Funded Project for which the County Administrator determines, in his or her sole discretion, that such waiver is in the best interest of Broward County for reasons including, but not limited to, that such waiver would permit the performance of services reasonably necessary to obtain significant state or federal matching funds in connection with any project or proposed project. No such waiver shall be effective unless approved by the County Administrator in writing; and
- 6.7.2.3. Do not prohibit or in any way impede the ability of Municipality to contract with any entity other than the MPO for transportation planning services whether or not such services are in connection with any Surtax-Funded Project.

The Parties agree that any violation of the Contracting Prohibitions will constitute a material breach of this Agreement which, in addition to all other remedies available to County under this Agreement, would permit County to terminate this Agreement, withhold all funds otherwise payable to Municipality under this Agreement, and require Municipality to repay County in full for any funds previously paid by County under this Agreement.

6.8. Sale, Transfer, or Disposal of Surtax-Funded Property. Municipality shall not sell or otherwise transfer or dispose of its title, rights, or interests, or any portion thereof, in real property, facilities, or equipment, funded in any part by County under this Agreement, without prior written approval from County. If a sale, transfer, or disposal occurs in violation of this section, unless otherwise agreed in writing by the Parties, Municipality shall pay County, within ninety (90) days after the sale, transfer, or disposal, an amount equal to the greater of County's

share of the fair market value or the straight line depreciated value of the improvements plus land value. "County's share of the fair market value" as used herein means the percentage of surtax funding in the Project multiplied by the best obtainable price for the item, and the resulting product then reduced by reasonable sales costs. If the property has never been used for the intended purpose of the Project, Municipality shall pay the greater of County's share of the fair market value or the entire amount of surtax funding provided for the Project.

6.9. Affirmation of MPO Prioritization and Ranking Process. Municipality acknowledges that the prioritization and ranking process of municipal capital projects for fiscal year 2020 was completed in compliance with all applicable obligations of County and the MPO; and was informed by each project's ability to alleviate traffic congestion and improve connectivity, as well as shovel-readiness, construction work planned in the vicinity of a proposed project, corridor delivery timing, and other existing conditions that allow surtax revenues to be utilized responsibly, efficiently, and with the least interruption to residents and businesses. Municipality hereby waives and releases any and all claims it has or may have that accrued at any time prior to the effective date of this Agreement, which claims, in any way, relate to, result from, or are in connection with the prioritization and ranking process of municipal capital projects for fiscal year 2020 or the County's funding decisions related thereto. Municipality agrees and stipulates that the MPO prioritization and ranking process for fiscal year 2020 was proper and consistent with the applicable interlocal agreements and that the County is not, as of the effective date of this agreement, in breach or default of any provision of any applicable interlocal agreement relating in any way to expenditure of transportation surtax proceeds.

ARTICLE 7. INDEMNIFICATION

Municipality shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Municipality, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Municipality shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Municipality under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. AUDITING

8.1. **Audit Rights and Retention of Records.** County shall have the right to audit the books, records, and accounts of Municipality, Contractor, Consultant, and Subcontractors (the “Audited Entities”) that are related to the Project or this Agreement (the “Contract Records”). Audits, reviews, monitoring, inspections, and investigations conducted pursuant to this Agreement may include, but are not limited to, on-site visits by County staff, interviews of staff of any of the Audited Entities, review of performance and financial reports, determining and monitoring appropriate corrective action, and issuing management letters on deficiencies or weaknesses identified. Audited Entities shall fully comply and cooperate with any auditing and monitoring activities deemed appropriate by County.

Audited Entities shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request by the Contract Administrator to do so, Audited Entities shall make same available in written form at no cost to County.

Contract Records include any and all information, materials, and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance relating to the Project. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance relating to the Project of any of the Audited Entities.

Audited Entities shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the Project or this Agreement until the later of five (5) years after expiration or termination of this Agreement, resolution of any audit findings, or as otherwise required by law. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County) or the Oversight Board. The Project and all expenditures relating to the Project shall be subject to the Oversight Board’s review, critique, and analysis for the duration of the Project.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County’s disallowance and recovery of any payment made or based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County’s audit shall be reimbursed to County by Municipality in addition to any required adjustments for the overcharges. Any adjustments or payments due as a result

of such audit or inspection shall be made by Municipality to County within thirty (30) days after presentation of County's findings to Municipality.

Municipality shall ensure that the requirements of this section are included in all agreements with any other Audited Entity. Municipality shall further include in its contract with Contractor and its contract with Consultant the following provision:

"If an audit inspection or examination in accordance with this provision discloses overpricing or overcharges to Municipality (of any nature) by the contractor or the contractor's subcontractors in excess of five percent (5%) of the total contract billings reviewed, the reasonable actual cost of any audit conducted by or on behalf of Municipality, Broward County, or the Independent Transportation Surtax Oversight Board shall be reimbursed by contractor to the Municipality or Broward County, as applicable, along with any required adjustments for the overpricing or overcharges. Any adjustments or payments that must be made as a result of any such audit or inspection of the contractor's invoices or records shall be made within a reasonable amount of time (not to exceed 30 days) after presentation of the audit findings to contractor."

8.2. Performance Audit. The Project, and all funding received, maintained, or expended by Municipality for the Project, shall be subject to audits and reviews by the Oversight Board at its expense (and subject to reimbursement pursuant to this article) for the duration of the Project and continuing until five (5) years after the later of completion of the project, expiration or termination of this Agreement, or resolution of any audit findings. Municipality shall fully cooperate and provide any and all requested Contract Records as may be requested by the Oversight Board. The Project and all funds received, maintained, or expended relating to the Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of the Project.

ARTICLE 9. TERMINATION

9.1. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated by the Board upon sixty (60) days' prior written notice if the Board determines that the Project cannot be funded with surtax funding under applicable law, including Section 212.055, Florida Statutes. This Agreement may be immediately terminated by written notice by the County Administrator if the transportation surtax is determined by a court of competent jurisdiction to be invalid, void, or illegal.

9.2. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

9.2.1. Inability of Municipality, including through Contractor or Consultant, to perform or complete the Project in compliance with this Agreement, including the Project

Schedule (including any extensions approved by Contract Administrator, approval of which shall not be unreasonably withheld);

9.2.2. Repeated submission (whether negligent or intentional) for payment of false or incorrect invoices;

9.2.3. Fraud, misrepresentation, or material misstatement in the performance of this Agreement or the Project by Municipality, Contractor, or Consultant;

9.2.4. Contractor's or Consultant's act or omission that violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

9.2.5. Utilization of the funding provided by County under this Agreement in a manner that violates applicable law or for uses or purposes that are not permitted uses for transportation surtax funds under Section 212.055, Florida Statutes.

9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

9.4. If this Agreement is terminated by County, Municipality shall be paid from proceeds of the surtax levied pursuant to Section 212.055, Florida Statutes, if funding is available, for any work on the Project properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable.

9.5. In addition to any right of termination stated in this Agreement, County and Municipality shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity, all such remedies being cumulative.

9.6. Municipality may terminate this Agreement upon thirty (30) days' prior written notice to County if Municipality determines not to proceed with the Project and either (a) the written notice of termination is provided prior to Municipality's receipt of any funding from County under this Agreement, or (b) prior to the effective date of termination, Municipality returns all funding received from County under this Agreement, including any interest earned by Municipality on any funds provided by County under this Agreement.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Municipality shall include the foregoing or similar language in its contracts with Contractor and Consultant, and shall require inclusion of the foregoing or similar language in their contracts with Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2. Unless otherwise approved in advance in writing by County's Director of Office of Economic and Small Business Development ("OESBD"), Municipality shall comply with all applicable requirements of the County Business Opportunity Act, Section 1-81, et seq., Broward County Code of Ordinances, in the award and administration of any contract or agreement regarding the Project. Failure by Municipality to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

10.3. Unless otherwise approved in advance in writing by County's Director of OESBD, Municipality will meet the required CBE goal for the Project by utilizing (or requiring the utilization of) CBE firms for at least thirty percent (30%) of total Project costs, except that no CBE commitment shall apply to agreements that are subject to other participation goals (e.g., federal DBE program or SBE reserves), agreements that are expressly exempt from the County's Procurement Code, agreements that are otherwise ineligible by state or federal law, and agreements to which goals are not assigned by the County (e.g., sole source, sole brand, and emergency agreements) (the "Commitment").

10.4. Each CBE firm utilized to meet the Commitment must be certified by OESBD. Municipality shall inform County immediately when a CBE firm is not able to perform or if Municipality believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Municipality to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Municipality shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Project and no CBE firm is available to perform the modified Project; in which event, Municipality shall notify County, and OESBD may adjust the Commitment by written notice to Municipality. Municipality shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

10.5. Municipality shall include the following provision in its contract with Contractor:

"The parties stipulate that if Contractor fails to meet the CBE utilization obligation in the Interlocal Agreement between Municipality and Broward County (the "Commitment"), the damages to Broward County and Municipality arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses.

An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by Broward County, such liquidated damages amount shall be either credited against any amounts due Contractor from Municipality, or must be paid by Municipality to Broward County within thirty (30) days after written demand by Broward County. Any failure to meet the Commitment attributable solely to force majeure, changes to the Project, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.”

10.6. Municipality shall require Contractor and Consultant to provide written monthly reports to the Municipality and the Contract Administrator no later than ten (10) business days after the end of the month regarding Contractor’s and Consultant’s compliance with the Commitment stated in this article. In addition, Municipality shall require Contractor and Consultant to allow County to engage in onsite reviews to monitor Contractor’s and Consultant’s progress in achieving the Commitment and maintaining the applicable contractual and CBE obligations.

ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority; Dispute Resolution; Escalation. The Contract Administrator is authorized to coordinate and communicate with Municipality to manage and supervise the performance of this Agreement. Any determination by the Contract Administrator that this Agreement authorizes the Contract Administrator to make shall be binding on the Parties. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of this Agreement. In the event of a dispute regarding the performance of this Agreement, both Parties stipulate and agree to expedited dispute resolution procedures as follows: if either Party provides notice of a dispute that the respective staff have failed to resolve despite diligent good faith efforts, the Contract Administrator and the Project Manager (or other appropriate representative(s) designated by County or Municipality, respectively) shall meet in person or via videoconference within ten (10) business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration; if either Party thereafter provides written notice of impasse, the Mayors or Vice-Mayors of the County and Municipality shall meet in person or via videoconference within ten (10) business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration; any resolution must be approved by the governing bodies of both Parties to be effective. If either Party thereafter provides written notice of impasse, either Party may proceed to seek any available judicial remedies and the Parties agree and stipulate that the requirements of Chapter 164 shall be deemed fully met and both Parties waive and agree not to assert any defense based upon failure to fully comply with the intergovernmental dispute resolution proceedings otherwise required under Chapter 164.

11.2. Public Records. The Parties agree and stipulate that both Parties are subject to Florida public records laws and shall fully comply with same. At the request of County, Municipality shall, in accordance with applicable law, respond to any request for public records received by County relating to the Project. Any other public records request shall be responded to by the receiving party. Each Party shall cooperate upon request by the other Party and provide any requested records to enable the Party to respond to a public records request.

Any material submitted to County that Municipality, Contractor, or Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Municipality, Contractor, or Consultant, as applicable, must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Municipality, Contractor, or Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Municipality, Contractor, or Consultant, as applicable. Municipality shall indemnify and defend, and shall require Contractor and Consultant to indemnify and defend, County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a public records request by a third party.

11.3. Independent Contractor. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties or any Party and Contractor, Consultant, or any Subcontractor. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

11.4. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County or Municipality, nor shall anything included herein be construed as consent by County or Municipality to be sued by third parties in any matter arising out of this Agreement. County and Municipality are subdivisions of the State of Florida, as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their respective employees pursuant to Section 768.28, Florida Statutes.

11.5. Third-Party Beneficiaries. Neither Municipality nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.6. Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County Administrator
Attn: Bertha Henry
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301
Email address: bhenry@broward.org

With a copy to:

Broward County Attorney's Office:
Attn: Angela J. Wallace
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301
Email address: ajwallace@broward.org

FOR MUNICIPALITY:

[REDACTED]
[REDACTED]
[REDACTED]

Email address: [REDACTED]

11.7. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Municipality without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity, all such remedies being cumulative.

11.8. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's or Municipality's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.9. Compliance with Laws. Municipality and the Project must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.10. Representation of Authority. The Parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable obligation of each Party, that execution of this Agreement is within each Party's legal powers, and that each individual executing this Agreement is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

11.11. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.12. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

11.13. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

11.14. Priority of Provisions. Unless otherwise expressly stated in this Agreement, if there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect. In the event of a conflict between this Agreement and the Transportation System Surtax Interlocal Agreement, executed by County on August 29, 2018, as amended, the provisions of this Agreement shall prevail and be given effect.

11.15. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS**

AGREEMENT, EACH OF MUNICIPALITY AND COUNTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

11.16. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Municipality.

11.17. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

11.18. Payable Interest

11.18.1. Payment of Interest. County shall not be liable to pay any interest to Municipality for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Municipality waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

11.18.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.19. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibits are incorporated into and made a part of this Agreement.

11.20. Prevailing Wage Requirement. If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of, or undertaken by, Municipality as a result of this Agreement, Section 26-5, Broward County Code of Ordinances, as amended from time to time, shall be deemed to apply to such construction work. Municipality shall ensure Contractor fully complies with the requirements of such ordinance and satisfies, complies with, and completes the required forms as set forth in the Surtax-Funded Projects Form Construction Contract or such other contract as is approved pursuant to this Agreement.

11.21. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.22. Living Wage Requirement. To the extent Contractor is a “covered employer” within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Municipality shall include in its written agreement with Contractor that Contractor agrees to and shall pay to all of its employees providing “covered services,” as defined in the ordinance, a living wage as required by such ordinance, and shall fully comply with the requirements of such ordinance, and that Contractor shall ensure all of its Subcontractors that qualify as “covered employers” fully comply with the requirements of such ordinance.

11.23. Workforce Investment Program. Municipality acknowledges the Broward Workforce Investment Program, Section 19.211, Broward County Administrative Code (“Workforce Investment Program”). Municipality shall include in its contract with Contractor the requirements of the Workforce Investment Program and Contractor’s agreement to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth in the Workforce Investment Program, including by (a) publicly advertising exclusively with CareerSource Broward for at least five (5) business days any vacancies that are the direct result of this Agreement (whether those vacancies are with Municipality or its Subcontractors) and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement.

11.24. Survivability. Notwithstanding any expiration or termination of this Agreement, the following provisions shall survive expiration and termination: Section 3.2 (Municipal Responsibility for the Project); Section 5.6 (Overpayments; Refunds); Article 6 (Transportation Surtax Project Coordination and Participation); Article 7 (Indemnification); Article 8 (Auditing); Section 11.2 (Public Records); Section 11.15 (Law, Jurisdiction, Venue, Waiver of Jury Trial); and Section 11.18 (Payable Interest).

11.25. Approvals. To be effective, any approval under this Agreement made by or on behalf of the County, County Administrator, Contract Administrator, Project Manager, or other representative of either Party must be in writing.

(The remainder of this page is intentionally blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 25th day of August, 2020, Agenda Item No. 86, and Municipality, signing by and through its _____ duly authorized to execute same.

COUNTY

WITNESS:

BROWARD COUNTY, by and through
its County Administrator

(Signature)

By _____
County Administrator

(Print Name of Witness)

____ day of _____, 20__

(Signature)

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

(Print Name of Witness)

By _____
[Name] (Date)
Assistant County Attorney

By _____
Angela J. Wallace (Date)
Transportation Surtax General Counsel

Draft DEER-007 Municipal Interlocal Agreement
~~8/6/2021~~ 7/13/2021
#21-114.00

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DEERFIELD BEACH FOR
SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:
FAU RESEARCH BLVD (SW 11th WAY) ROADWAY IMPROVEMENT /DEER-007

MUNICIPALITY

ATTEST:

CITY OF DEERFIELD BEACH

[INSERT NAME], CITY CLERK
CITY OF DEERFIELD BEACH

By: _____
[INSERT NAME], MAYOR

_____ day of _____, 2021

I HEREBY CERTIFY that I have approved
this Agreement as to form and legal
sufficiency subject to execution by the parties:

[INSERT NAME], City Attorney

EXHIBIT A
Project Description and Project Schedule

1. Project Description: As further detailed in the Scope of Work attached hereto as Attachment 1 to this Exhibit A, this Project includes the following:

Improvements to FAU Research Blvd. (SW 11th Way) from SW 48th Street to SW 10th Street. The services shall include the following: field reconnaissance, preliminary design, environmental assessment and permitting, final design, and bidding and negotiation. The design services will include the following: street widening from two to four lanes, the addition of sidewalks, buffered bicycle lanes, and linear walking trails - minor alteration of the horizontal and vertical geometry; utility system adjustments*; installation of a closed drainage system*; lighting*; landscaping and irrigation*; installation of signs and pavement markings*; and maintenance of traffic.

*Decorative lighting and road signage, brick pavers, and similar items are not eligible for transportation surtax funding. Please note the following additional exclusions and requirements:

Utility system adjustments as described in the attached Scope of Work are ineligible for transportation surtax funding. All costs associated with such work must be adequately and separately itemized and paid by Municipality with non-transportation surtax funds.

A drainage analysis is required. The following drainage improvements are not eligible for transportation surtax funding: (i) increases to the stormwater system to accommodate a drainage area greater than the eligible size; and (ii) improvements to address runoff from private roads and/or developments.

A lighting justification report consistent with Broward County and FDOT policies and the criteria outlined in the then-current version of the Florida Greenbook is required for lighting system improvements to be eligible for transportation surtax funding. High-end or decorative lighting improvements are not eligible for transportation surtax funding. A cost comparison of comparable standard lighting costs must be provided if high-end or decorative lighting improvements will be included. Any lighting improvement costs in excess of comparable standard lighting costs shall be paid by Municipality with non-transportation surtax funds.

Commented [RPD1]: Please note the ineligible surtax items and required lighting justification, drainage analysis and cost comparison report for standard lighting.

2. Deliverables:

Municipality shall provide quantifiable, measurable, and verifiable units of Deliverables as set forth below. Each Deliverable must specify the required minimum level of work to be performed and the criteria for evaluating successful completion of the Deliverable. Municipality shall provide a certification from a professional engineer which states all documents submitted meet a level of completeness in accordance with local engineering standards; this applies to all Deliverables listed in this Agreement.

[Deliverables schedule on following page]

DELIVERABLES: Phase 1 -Design

No.	Description	Duration/Deadline	Acceptance Criteria
0	Executed ILA	August 31, 2021	ILA executed by Municipality.
1	Bid Advertisement and Award; Consultant Agreement.	23 days	Advertised Solicitation Package, Award Letter, fully executed Consultant Agreement with County terms and conditions.
2	Notice to Proceed and Commencement of Work	1 day after Contract Award	NTP Issued by City
3	Basis of Design Report; (Inspection, Survey, Environmental Assessment)	21 days after NTP	The basis of design report shall establish the design criteria and standards to be used and describe the conceptual design plan and scope of the project. The report must include the required lighting justification report and a cost comparison showing comparable standard lighting costs signed by the engineer must be provided. A conceptual drainage design must be included. Subject to review and approval by County.
4	30% Design Submittal	90 days after acceptance of Basis of Design Report etc.	Typical and standard sections must be included in 30% Design Submittal for review and approval by County.
5	60% Design Submittal	90 days after acceptance of 30% Design Submittal	Complete Drainage Analysis must be included in 60% Design Submittal as well as all other typical and standard sections. Subject to review and approval by County.
6	90% Design Submittal	60 days after acceptance of 60% Design Submittal	Typical and standard sections must be included in 90% Design Submittal. Subject to review and approval by County.
7	Final Plans, Specification Package, and Final Cost Estimate Submittal Permitting completed.	60 days after acceptance of 90% Design Submittal	Signed, sealed, and complete construction plans, specifications, and cost estimate, prepared in accordance with applicable State, County, and local standards. All required permits issued. Subject to review and approval by County.

3. Project Schedule:

Phase: 1	Estimated Date of Completion
ILA fully executed by County and Municipality	September 30, 2021
Project Consultant Bid Advertising and Award; Consultant Agreement Execution	October 22, 2021
Notice to Proceed and Commencement of Work	October 25, 2021
Basis of Design Report/Preliminary Investigation/Surveying/Environmental Assessment	November 15, 2021
30% Design Submittal	February 14, 2022
60% Design Submittal	May 16, 2022
90% Design Submittal	July 15, 2022
Permitting/Revisions	August 15, 2022
Final Design Completion	September 14, 2022
Public Involvement	On-going
Design Services During Construction and CEI Services	TBD

Commented [RPD2]: County execution by 9/30/21 assumes City signs and returns executed ILA with resolution authorizing execution by 8/31/21.

EXHIBIT B
Funding Schedule

Funding Amounts: The amounts stated in this Funding Schedule are the maximum amounts payable for the Phase(s) stated, and shall be invoiced and paid only in accordance with the remainder of this Funding Schedule (as may be amended from time to time) and the terms and conditions of the Agreement. In the event of a conflict between anything stated in this Funding Schedule and anything stated elsewhere in the Agreement, the provisions stated in Articles 1 through 11 of the Agreement shall govern and control.

Invoicing/Application for Funding Documentation: Municipality shall submit the following with each invoice or Application for Funding (as defined below): an updated progress schedule; documentation of all invoices received from or payments made to Contractor or Consultant for which funding is sought; a statement indicating the cumulative amount of CBE participation to date; and a certification that all funding amounts sought are statutorily eligible for funding under Section 212.055, Florida Statutes.

Additional Invoicing Requirements: If checked, the checked requirements apply to all invoices/Applications for Funding under this Agreement:

- ☒ All costs invoiced shall be supported by properly certified payrolls, time records, invoices, contracts, or vouchers evidencing appropriate detail the amounts invoiced/expended and the nature and purpose of such amounts.
- ☐ Pay Application documents consistent with AIA Document G702 and G703
- ☐ _____

Funding Parameters: The checked expenses are ineligible for funding under this Agreement:

- ☒ Costs incurred by Municipality prior to the execution of this Agreement
- ☒ Costs incurred after the expiration of this Agreement
- ☒ Costs that are not expressly permitted in Exhibit A or B
- ☒ Amounts that Contractor, Consultant, or Subcontractors are contractually responsible to pay, credit, or reimburse to Municipality or County (e.g., liquidated damages for not meeting the Project Schedule, audit costs, etc.)
- ☒ Amounts attributable to good or services received under a contract or other arrangement that was not approved by County
- ☒ Audit costs incurred by Municipality
- ☒ Legal and accounting fees and expenses
- ☒ Costs for operation, support, or maintenance of the Project
- ☒ Interest expenses incurred by Municipality
- ☒ Municipality's staff or other personnel costs in directly performing the Project **[uncheck this box if Municipality is directly performing the Project]**

**Advance Payment of Maximum Not-to-Exceed Amount
(Quarterly Draws in Advance of Expenditures for projects over \$250,000)**

Municipality shall invoice County for up to a quarter of the applicable Total Maximum Not-To-Exceed Amount specified below in advance of the applicable Deliverable or Phase ("Application for Funding"). The first Application for Funding shall be submitted to the Contract Administrator no later than thirty (30) days after the full execution of this Agreement. Municipality shall submit no more than four separate Applications for Funding per funding schedule provided below.

Each quarter will be funded in advance by County per the schedule(s) stated below, with each funding amount determined by the Maximum Not-to-Exceed Amount for the applicable Deliverable less any unexpended funding for prior Deliverables. Unexpended funds for prior Deliverables shall be deducted from subsequent Applications for Funding or refunded to County, as requested by the Contract Administrator.

Each Application for Funding (after the first) shall include the information required in the Agreement including the following information for the prior Deliverables (as applicable): the amount of funding received and evidence of actual expenditures (including documentation demonstrating all invoices received from and payments made to Consultant and for right of way acquisition or wetland mitigation); a statement indicating the cumulative amount of CBE participation; an updated progress schedule; and all required certifications including that all Deliverables sought are statutorily eligible for funding under Section 212.055, Florida Statutes.

Absent prior written approval by the Contract Administrator, Municipality may not submit an Application for Funding for a Deliverable until all prior Deliverables have been satisfactorily completed.

Deliverable/Phase Description	Maximum Not-To-Exceed Amount
Deliverables 0-4: Solicitation Advertisement, Award, and Consultant Agreement Execution; Notice to Proceed Issued and Commencement of Work; Basis of Design Report; Lighting Justification and standard lighting comparable cost report; and conceptual drainage design; 30% Design Submittal.	\$120,000
Deliverable 4: 60% Design Submittal. Complete Drainage Analysis.	\$120,000
Deliverable 5-6: 90% Design Submittal.	\$120,000
Deliverable 6-7: Final Plans, Specification Package, and Final Cost Estimate Submittal; Permitting completed.	\$120,000
TOTAL MAXIMUM NOT-TO-EXCEED AMOUNT:	\$480,000

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EXHIBIT C
Reporting Requirements

Municipality shall submit to County and the Oversight Board, on a quarterly and annual basis, a detailed Financial Report that includes the information contained in the attached Sample Financial Report.

Municipality shall submit to County on a monthly basis a detailed report of the Project Metrics and progress towards applicable goals in a form prescribed by County (see attached MAP PMO Project Report Status Template). The reports must include sufficient information to enable County's Program Management Office ("PMO") to track and document on a monthly basis:

- Key activities and Project milestones since the previous report;
- Expected activities/milestones to be completed before the next report;
- If applicable, key issues/challenges the Project faces and the plan to resolve or manage the issues/challenges; and
- Overall status of the Project.

Municipality's annual financial report for the Project must be audited and certified by an independent CPA, at Municipality's expense, with an opinion as to whether the financial information in the report is presented in accordance with Generally Accepted Accounting Principles and whether the Project is in accordance with the operative interlocal agreements for surtax funding. The audit shall contain sufficient information for County and the Oversight Board to determine if the Project expenditures conform to this Agreement and applicable law. The annual financial report must also include cumulative financial information for each individual Surtax-Funded Project undertaken by Municipality. The annual financial report must include appropriate footnote disclosures in support of the financial information items presented, including disclosure of any issue of noncompliance with this Agreement or applicable law.

Sample Financial Report

Project Name:	
Quarterly Period:	

Section A: Total/Maximum Project Funding

1.	Surtax Maximum Funding Amount (per Section 5.4)	\$
2.	Non-Surtax Funding Awarded/Committed	\$
3.	Total Project Funding (Total lines 1 + 2)	\$
4.	Less Proceeds (as defined in Section 5.6)	(\$)
5.	Adjusted Project Funding (Line 3 minus Line 4)	\$

Section B: Funding Received to Date

		Quarter Reported	Fiscal Year to Date	Total
6.	Surtax Funding Received	\$	\$	\$
7.	Non-Surtax Funding Received	\$	\$	\$
8.	Total Project Funding Received (Total lines 6 + 7)	\$	\$	\$

Section C: Expenditures to Date

		Quarter Reported	Fiscal Year to date	Total
9.	Surtax Funding Expended	\$	\$	\$
10.	Non-Surtax Funding Expended	\$	\$	\$
11.	Total Project Funding Expended (Total lines 9 + 10)	\$	\$	\$

Section D: Available Funding to Date

12.	Adjusted Project Funding (Line 5 above)	\$
13.	Total Project Funding Expended to Date (Line 11 above)	\$
14.	Available Project Funding to date (Line 12 minus line 13)	\$

Section E: Contract Financials *(complete for each of Contractor and Consultant)*

Original Contract amount	\$
Changes (increases or decreases)	\$
Revised contract amount	\$
Total Work Completed to Date	\$
Retainage Held to Date	\$
Total Earned Less Retainage	\$
Total Amount Paid to Date	\$
Work Completed this Quarter	\$
Retainage Held for Work Completed this Quarter	\$

Retainage Released this Quarter	\$
Amount Paid this Quarter	\$

Section F: Quarterly Detailed Expenditures (for Quarter Reported)

Invoice No.	Invoice Date	Vendor Name	Description of Work	Invoice Amount	Amount Paid

Section G: Project Schedule & Status

15.	Project Schedule Completion Date	
16.	Total Project Schedule Time Remaining	
17.	Amount Project Is Ahead/Behind Schedule	☐ Ahead by ___ Days ☐ Behind by ___ Days
18.	Explanation for Change in Project Schedule:	
19.	Project Run Rate (Actual vs. Planned Expenditures)	
20.	Percentage of Project Phases/Milestones Met	%

Section H: Performance Metrics

- A.** [To be provided by the PMO as applicable]
- B.** Pavement Serviceability Rating (PSR): Report PSR prior to commencement of Project, current PSR, and projected PSR upon completion of Project.

MAP PMO Project Status Report *Template*

<Agency> Project: <i><fill in project name or id></i>		Owner: <i><fill in></i>	July 15, 2019
Progress update ▪ Key activities since the last status report ▪ ?		Overall Progress   Red = Execution critical delay  Amber = Delay; but recoverable  Green = On track	
Key activities to be completed in the next <2-4> weeks: ▪ ? ▪ ?		Summary: (may include) ▪ Key take-aways for BoCC, OB and SurTax Admin ▪ Project run rate; actual vs. planned ▪ % Milestones met ▪ Days over budget ▪ Leverage ratio ▪ Key reminders of critical decisions/milestones/etc.	
Issues/Challenges:		Proposed solutions:	

Exhibit D Form Contracts

Surtax-Funded Projects Form Construction Contract:

Surtax-Funded Projects Form Consultant Contract:

Exhibit E Municipal Resolution Authorizing Execution of Agreement



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-842

Agenda Date: 8/17/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the Revised Comprehensive Beach Management Plan; authorizing the filing of the Local Government Funding Request for Fiscal Year 2022/2023 with the Florida Department of Environmental Protection for projects to mitigate beach erosion in Deerfield Beach; supporting projects for which funding is requested; confirming the City's ability to serve as a local sponsor; confirming the City's ability to fund the appropriate local share of projects; identifying the City's funding source; providing an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On October 17, 2017, City staff and the Marine Advisory Board ("MAB") chair conducted a Coastal Management Workshop for our Commission and the public to introduce the City's new Coastal and Waterway Division (the "Division") as well as discuss important topics as it relates to our coastal community.

This Coastal Management Workshop was designed to provide information on past initiatives, current challenges, and future opportunities. It was also instrumental in receiving input towards establishing goals and objectives for the Division.

At this Workshop, City staff was directed, with the help of the MAB, to evaluate and produce an outline for the development of a Comprehensive Beach Management Plan (the "Plan"), which was presented at the April 18, 2018 follow-up Workshop. It was at this April Workshop where staff was directed to proceed with the outline of the Plan as presented.

To help offset the costs of the Plan, City staff evaluated potential options for reimbursement. The Department of Sustainable Management submitted a Local Government Funding Request ("LGFR") to develop a feasibility study of the "critically eroded" southern end of our City.

Current Activity

The Plan was recently revised to reflect the settlement with the Town of Hillsboro Beach (the "Settlement"). The Settlement and the Plan will drive our coastal construction

program for many years to come, with up to six beach nourishments over a period of 30 years. Adoption of the Plan by Resolution allows for a 50% reimbursement for the cost we incurred to develop the Plan in an approximate amount of \$50,000 through the State's Beach Management Funding Assistance Program. This draft Plan has been reviewed by the Florida Department of Environmental Protection ("FDEP") and their comments have been provided in the agenda backup. This document demonstrates the state's agreement to our regional approach with the Town and the City of Boca Raton. This indicates a high likelihood of cost-sharing.

Recommendation

City staff recommends the City Commission adopt the revised Plan and authorize the filing of the LGFR for Fiscal Year 2022/2023.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE REVISED COMPREHENSIVE BEACH MANAGEMENT PLAN; AUTHORIZING THE FILING OF THE LOCAL GOVERNMENT FUNDING REQUEST FOR FISCAL YEAR 2022/2023 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR PROJECTS TO MITIGATE BEACH EROSION IN DEERFIELD BEACH; SUPPORTING PROJECTS FOR WHICH FUNDING IS REQUESTED; CONFIRMING THE CITY'S ABILITY TO SERVE AS A LOCAL SPONSOR; CONFIRMING THE CITY'S ABILITY TO FUND THE APPROPRIATE LOCAL SHARE OF PROJECTS; IDENTIFYING THE CITY'S FUNDING SOURCE; PROVIDING AN EFFECTIVE DATE

WHEREAS, at the Coastal Workshop on April 18, 2018, the City Commission gave direction to staff to proceed with the outline of Comprehensive Beach Management Plan (the "Plan"), as presented; and

WHEREAS, staff has worked with the City's consultant to identify potential projects that would be included in the Plan; and

WHEREAS, the Plan was recently revised to reflect the settlement with the Town of Hillsboro Beach (the "Settlement"); and

WHEREAS, the Settlement and the Plan will drive the City's coastal construction program for many years to come, with up to six beach nourishments over a period of 30 years; and

WHEREAS, staff has also looked for various sources of funding in order to implement the Plan; and

WHEREAS, the Florida Department of Environmental Protection ("FDEP") will reimburse up to 50% of the funds for beach management projects that serve areas of critical concern through the Beach Management Funding Assistance Program (the "Program"), including the feasibility study portion of the Plan; and

WHEREAS, in order to be eligible to apply for the Program, the City must meet certain requirements, including confirmation that it is a sponsor of the identified projects, that it can fund the local share of the projects, and that there is a funding source for the projects; and

WHEREAS, staff has budgeted funds for certain projects, and will continue to explore all avenues for funding in order to continue implementation of the Plan; and

WHEREAS, staff has concluded that upon approval of this Resolution by the City Commission, the City will be eligible to submit the Local Government Funding Request for Fiscal Year 2022/2023 (the “LGFR”), for funding reimbursement through the Program; and

WHEREAS, staff recommends the City Commission adopt the revised Plan and authorize the City Manager to submit the LGFR for Fiscal Year 2022/2023 to FDEP in order to receive reimbursement for appropriately identified projects in the revised Plan.

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

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

Section 2. The City Commission hereby adopts the revised Comprehensive Beach Management Plan, attached as Exhibit “A.”

Section 3. The City Commission hereby authorizes the filing of the LGFR in order to receive reimbursement for the beach management projects identified in the LGFR and the revised Plan.

Section 4. The City Manager is hereby authorized to execute the documents necessary to effectuate the filing of the LGFR with FDEP.

Section 5. The City Commission hereby supports the projects identified in the LGFR and confirms the City’s ability and desire to serve as the local sponsor for the specified projects.

Section 6. The City Commission hereby confirms the City’s ability to fund the local cost share portion of the LGFR projects utilizing City funds.

Section 7. 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



FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

Memorandum

TO: Patrick Bardes, City of Deerfield Beach
FROM: Hanna Tillotson, Beach Management Funding Assistance Program
SUBJECT: Deerfield Beach Draft Feasibility Study
DATE: February 25, 2021

The Department has completed the review of the Comprehensive Beach Management Plan (CBMP) for the City of Deerfield Beach, dated January 11, 2021. The CBMP and Appendices provide a thorough evaluation and review of potential beach management strategies for the City of Deerfield Beach. The recommendations outlined in the CBMP are consistent with Chapter 161, Florida Statutes and Rule Chapter 62B, Florida Administrative Code. The Department has provided a response with regards to state funding, the project management and Strategic Beach Management Plan, engineering and design, and Joint Coastal Permit.

State funding: The City has received state funds for the Deerfield Beach Feasibility Study from FY2019/2020 and FY2020/2021. The agreements have a state cost share of 50% of the non-federal costs. The City's funding request for the Design phase was evaluated during the FY2021/2022 Local Government Funding Request and is included on the prioritized list of projects submitted to the Legislature and Governor. The request includes design and permitting costs from DEP monuments R6 to R6+750' and will have a state cost share of 50% of the non-federal costs.

The expansion of the Department's critically eroded shoreline designation from DEP monuments R4+500' to R6 will allow for an increased area of shoreline to be eligible for state funds. The project eligibility and state cost share percentage will need to be evaluated by Department staff for this additional segment of shoreline if it is included in future Local Government Funding Requests. Finally, all project activities, scopes of work, and costs must be approved by the Department prior to state cost share.

Project management/Strategic Beach Management Plan: The Department recommends the expansion of the critically eroded shoreline designation from DEP monuments R4+500' to R6. The increased area will be included in the 2021 annual update of the Department's Critically Eroded Beaches Report.

The Department commends the City of Deerfield Beach and Town of Hillsboro Beach for reaching a Settlement Agreement and establishing a shared solution to manage Deerfield and Hillsboro's beaches. Regional sediment management alternatives should be explored with the City of Boca Raton as suggested in the City's CBMP. The Department staff has conferred with

the Boca Raton's coastal managers on the development of a sediment budget for Boca Raton Inlet and the adjacent beaches that would support a regional strategy.

Engineering and design: During the final engineering and design phase, the Department's coastal engineers recommend including additional analysis to evaluate cross-shore transport, specifically as it relates to placement of fill seaward of boulder mounds and the potential for impact to nearshore hardbottom. In addition, should widening the design beach not be feasible with respect to hardbottom impacts, please analyze the potential benefit of extending the fill northward through the Central Sector between the pier and the Cove Beach Club as it relates to the design integrity of the project as a whole. Additionally, the use of the offshore borrow area(s), given the presence of rock, will require special material handling procedures to ensure the beach fill material is beach compatible. These procedures should be determined during the engineering phase as the source of the beach fill material will be a significant economic and environmental factor.

Joint Coastal Permit: Implementation of the study considerations should be carried out through either a stand-alone Joint Coastal Permit or through modification to the Hillsboro/Deerfield Beach Nourishment Project Permit (Permit No. 0289706-001-JC). Pre-application consultation is recommended prior to any permitting action requests.

The following is provided to emphasize the above comments on engineering and design: The Town of Hillsboro Beach remains in compliance with the Joint Coastal Permit. However, pursuant to Permit No. 0289706-011-JN, Department review of Biological Monitoring Reports submitted in compliance with the permit have noted potential unanticipated and unpermitted impacts to nearshore hardbottom as a result of construction events completed under that permit in 2011 and 2014. Department analysis of these potential impacts is ongoing. Should Department analysis determine unpermitted hardbottom impacts occurred as a result of these prior construction activities, additional actions may be required by the Permittee.

Cc: Lainie Edwards, DEP
Robert Brantly, DEP
Ralph Clark, DEP
Michael Manausa, DEP
Sarah Lindeman, DEP
Gregory Garis, DEP
Guy Weeks, DEP

COMPREHENSIVE BEACH MANAGEMENT PLAN

CITY OF DEERFIELD BEACH

Prepared for:



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

Prepared By:



Aptim Environmental & Infrastructure, LLC
COA 9317
2481 NW Boca Raton Boulevard
Boca Raton, Florida 33431
Tel: (561) 391-8102
Fax: (561) 391-9116

January 11, 2021

EXECUTIVE SUMMARY

This report evaluates potential beach management strategies for the City of Deerfield Beach. The evaluations include the need for beach nourishment within the City, the environmental restrictions, and the costs and benefits of a program. Opportunities for federal, state, and local funding are presented to assist the City in managing its public beach.

The recommended plan presented herein includes components that originate from legal proceedings between the Town of Hillsboro Beach and the City of Deerfield Beach, which resulted in a Settlement Agreement codified by City resolution 2020/148 on October 8, 2020. The executed resolution and agreement are provided in Appendix K for reference.

A comprehensive Beach Management Plan for the City of Deerfield Beach includes the following recommendations:

1. Nourish the beach with beach compatible sand along the entire length of the City on an as needed basis. Most of the nourishment will be required on the South Sector of the beach, but other areas may need some sand after major storm events. Nourish the Central and South Sectors of the beach concurrently with the nourishment of the Town of Hillsboro Beach northern end every 5 years, or more frequently as needed, in accordance with the October 2020 Settlement Agreement. Avoid impacts to nearshore hardbottom through prudent beach width design. Figure 11 represents the summary of the recommended plan for beach nourishment.
2. The beach nourishment program should be funded with State funding, County ad valorem taxes, and local ad valorem taxes. The current bed taxes being collected from within the City limits by the County can be “returned” to the City via County ad valorem tax appropriations.
3. Obtain long term state, County, and federal environmental permits to allow nourishment of the beach.
4. Monitor the beach through topographic and hydrographic surveys on a semiannual basis.
5. After storm occurrence, the City should seek post storm funding from FEMA for the City’s designed, monitored, and maintained beach.
6. Continue support of County efforts to monitor sea turtle nesting activity on City beaches.
7. The City should restore the native salt tolerant dune vegetation within the dune system to control blowing sand. The need to control blowing sand over the dunes and the recreational goals of the community south of the fishing pier should be balanced.

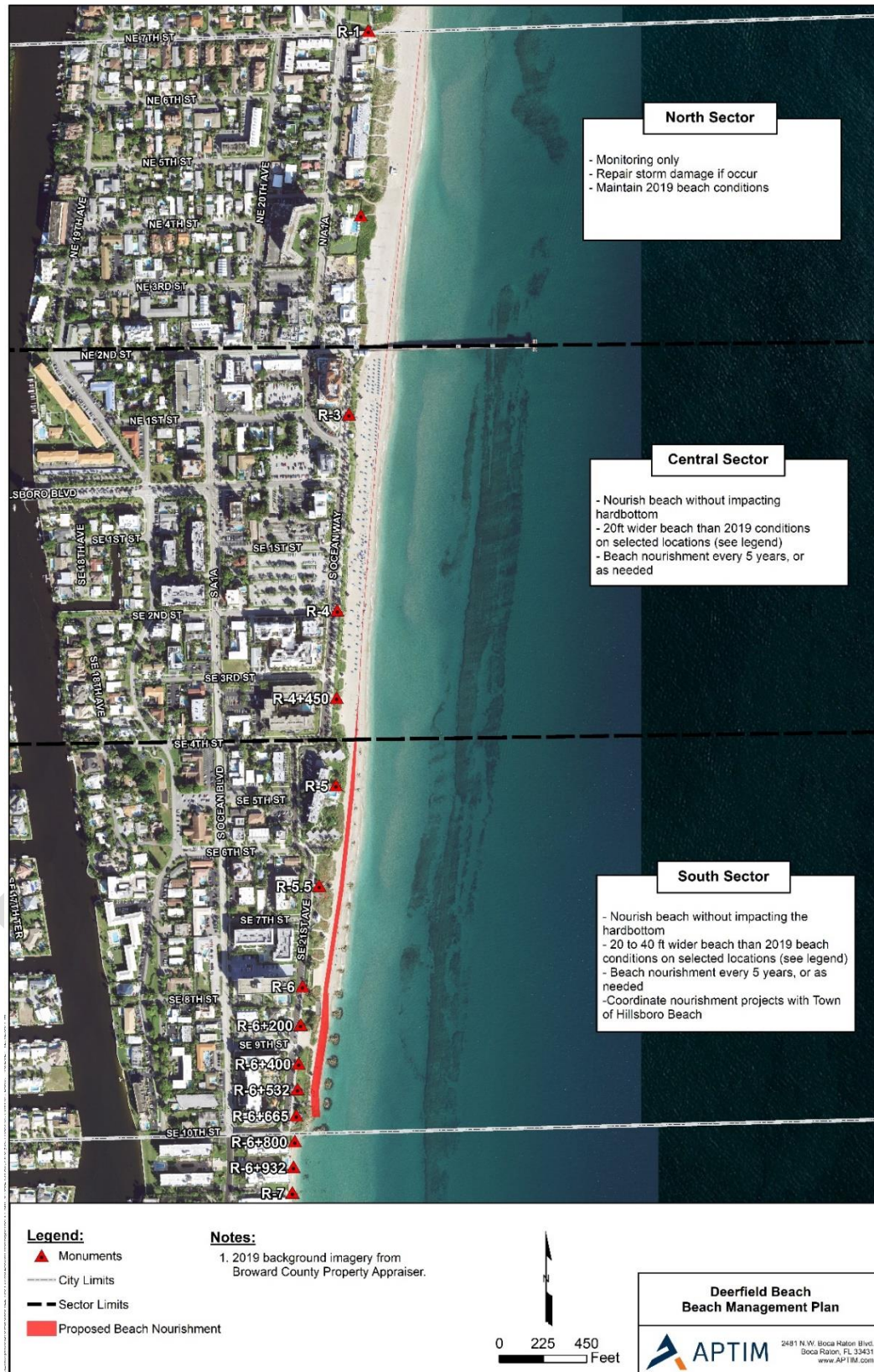


Figure ES-1: Deerfield Beach Recommended Beach Management Plan.

COMPREHENSIVE BEACH MANAGEMENT PLAN

CITY OF DEERFIELD BEACH

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1. INTRODUCTION

1.1. Authorization

On October 17, 2017, the Chair of the Marine Advisory Board (MAB) and City of Deerfield Beach (City) staff conducted a Coastal Management Workshop to introduce the City's Coastal and Waterway Division, as well as discuss important topics for the coastal community. City staff were directed, with the help of the MAB, to evaluate and produce an outline for the development of a Comprehensive Beach Management Plan (CBMP), which was presented at the April 18, 2018 follow-up workshop. By adoption of Resolution No. 2018/153 on September 17, 2018, the City Commission formally authorized the preparation of the CBMP to outline objectives, options, and actions over the short and long term that the City could adopt and undertake to sustain and improve the City's beaches. The plan presented herein has been developed under this authorization to achieve the objectives of the City Commission and the MAB.

1.2. Purpose and Scope

The CBMP presents a comprehensive and workable plan to achieve the City's beach management goals, which are of critical importance to the future sustainability of the City's coastline. The City recognizes that the beach provides economic, environmental, storm protection, and recreational benefits. As such, the beaches are an engine for economic growth for the City, generate revenue from tourism, increase property values, and encourage job growth. The beaches provide valuable foraging, nesting, and nursery habitats for endangered and threatened species both on the dry beach and within the water. The beaches are the first line of defense against storm impacts to upland property, infrastructure, and habitats. The beaches also provide beachgoers with a plethora of outdoor recreational activities and aesthetic qualities that are unique to the coastal setting.

The CBMP, inclusive of appendices attached hereto, is intended to serve as a technical support document to facilitate the proactive management of the City's beaches in conjunction with relevant political and economic considerations. The strategies herein will allow the City to focus on projects and policies that are founded on local coastal processes and the associated local environmental habitats.

The CBMP also provides a technical resource to assist the City in implementing portions of the goals, and objectives, codified in the Coastal Management Element of the City's Comprehensive Plan dated August 18, 2015, specifically the following:

Goal CM 1.0: The City shall manage development within the coastal area to ensure the protection of natural resources, mitigate the loss of human life and damage to property, limit public expenditures in areas subject to destruction by natural disaster and provide for public recreational opportunities.

Objective CM 1.1: Continue to protect beaches and dunes, establish construction standards which minimize the impacts of man-made structures on the beach and dune systems, and restore altered beaches and dunes.

Objective CM 1.2: Protect, conserve, and enhance remaining coastal wetlands, living marine resources, coastal barriers and wildlife habitat within the Coastal Area.

Objective CM 1.4: Limit public expenditures that subsidize development in the Coastal High-Hazard Area (CHHA), except for restoration or enhancement of natural resources.

Objective CM 1.8: Continue to restrict private development activities along the shoreline while maintaining public access to the beach with adequate parking at a minimum of one-half mile intervals.

1.3. Historical Perspective

The following offers a brief historical background of the history of beach erosion control in the City to serve as a basis for development of the CBMP. An evaluation of past projects, including the physical and political basis used to support their implementation, is summarized as a framework to support the CBMP. The framework provides a qualitative understanding of the local coastal processes and which strategies may be feasible for the City's future beach management.

Erosion along the City's coastline has been observed since the beginning of the 20th century, which generally coincides with the expansion of many of the coastal inlets along Florida's east coast. At the end of World War II, tourists began to discover the City's beautiful beaches, and hotels and motels began to spring up to support the increased population. In 1947, a hurricane impacted the coast causing severe damage to the beach and the buildings. At that time, the City extended two blocks farther east than it does today, with a street running parallel and to the east of A1A (Allen, 2000).

In the 1950's and 1960's initial beach management efforts included the application of engineered coastal structures. In 1955, a seawall was installed immediately east of the oceanfront properties between the north City limit and current Kirk Cottrell Pavilion site just north of the pier. Continued beach erosion south of the pier prompted the City to install a series of 11 timber groins between the pier and the Cove Beach Club in 1958. The seawall was extended south to the pier in 1960 (Pomeroy, 1977). The City replaced the timber groins with 51 concrete piling groins and boulder mounds between 1963 and 1967 following a devastating storm on March 5-9, 1962 (Pomeroy, 1977).

The work between SE 6th Street and SE 10th Street was interrupted in 1968 due to funding restraints at the time. Approximately 10,000 tons of rock boulders were also hauled and placed on the public beach between SE 6th Street and SE 10th Street in May 1974 (Photo 1). Completion of boulder mounds between SE 6th Street and SE 10th Street was completed in the early 1980s after funding and Erosion Control Line (ECL) issues were addressed. An unknown number of the king

pile/concrete panel sections have been removed and the remaining ones have been buried beneath the surface of the beach (FDEP, 2018).



Photo 1: South Deerfield Beach in 1974. SE 10th Street is at the left side of the photograph.

Management of erosion in the City transitioned from hard solutions (groins, and revetments) to soft solutions (beach nourishment) beginning with the Hillsboro Beach Nourishment Project in 1998. The project design consisted of restoration of a 30-foot beach berm at an elevation of +9 ft NGVD (+7.5 ft NAVD), plus beach fill equivalent to ten years of advance nourishment along the southernmost 700 foot section of Deerfield Beach. Since that time, additional nourishment has occurred as shown in Table 1.

Table 1: Deerfield Beach Nourishment Project History

Date Completed	Volume (cy)	Source	Project Location (R-monument)⁽¹⁾	Length (ft)
March 1998	50,000	Offshore	R-6 to R-6.6	750
2008 ⁽²⁾	8,314	Upland	R-5 to R-6.6	1,800
2009	7,378	Upland	R-2.7 to R-4.7	2,000
April 2011	12,364	Offshore	R-5.3 to R-6.6	1,500
April 2015	24,980	Upland	R-6 to R-6.6	750

- (1) The Florida Department of Environmental Protection (FDEP) has a set of beach profiles that extend from the dunes to the offshore region at approximately every 1000 feet along the sandy shores of the State. The monuments are designated “R-“ and are numbered from the northern Broward County line.
- (2) Sand was placed primarily in the dunes only.

1.4. Previous Beach Management Plans

Detailed studies of the City’s beaches completed in the past provide a foundation toward development of the CBMP for adoption and use by the City moving forward. The first such study, *Coastal Engineering Investigation at Deerfield Beach*, was completed in 1957 by the Coastal Engineering Laboratory at the University of Florida (Bruun, 1957). The study evaluated coastal processes, erosion trends, and presented recommendations to the City to manage its shoreline. The study recommended periodic beach nourishment along the City’s beaches every 2 to 4 years with an upland seawall to provide additional protection along Ocean Drive during extreme events.

The U.S. Army Corps of Engineers (USACE) completed the *Combined Broward County, Florida, Beach Erosion Control and Hillsboro Inlet Navigation Report* in 1963 to determine the best method of restoring and maintaining the eroded beaches of Broward County. The report states that between the north county line and Hillsboro Inlet, “The most severe erosion has been within the City limits of Deerfield Beach. Erosion and shoreline recession have intensified during the last decade, and parts of a shore-front street and several waterfront structures have been destroyed.” The study recommended periodic nourishment along the City’s beaches every 5 years with a berm crest elevation of +10 feet relative to Mean Low Water (USACE, 1963).

The City incorporated a Coastal Management Element into their Comprehensive Plan in 2015. Section 6.4.7 of the Comprehensive Plan document briefly discusses beach and dune erosion, and indicates, “stabilization of the beach front will be accomplished through formation of dunes and native plantings (Deerfield Beach, 2015).” However, an analysis to quantify the height, width, length, source, or frequency of any dune project was not performed at that time. The recommendation also did not specify a beach nourishment component, which is an important feature in extending and maintaining the beach berm width to account for storm impacts, recreational benefits, and environmental impacts.

The FDEP Strategic Beach Management Plan (SBMP) for the Southeast Atlantic Coast Region (FDEP, 2018) outlines the adopted strategies to maintain the critically eroded section of beach in the City. The FDEP-adopted strategy proposes to:

- (i) maintain the critically eroded section through monitoring and nourishment in coordination with sand bypassing activities at Boca Raton Inlet,
- (ii) evaluation through a feasibility study to determine the causes of erosion, and to develop design alternatives to address the erosion.

FDEP (2018) indicated that the City's nourishment area (SE 7th Street to SE 10th Street) was historically maintained with the Hillsboro Beach Nourishment Project (R-6 to R-12) through an Inter-local agreement between the City and the Town of Hillsboro Beach. In addition, the annual inlet sand bypassing activity at Boca Raton Inlet and ebb shoal dredging sand placed for the South Boca Raton project also aids in maintaining portions of the beach at Deerfield Beach, but the southern beach would benefit from beach nourishment.

1.5 Settlement with the Town of Hillsboro Beach

During the development of the management plan described in this report, the Town of Hillsboro Beach filed suit against the City of Deerfield Beach in Broward County Circuit Court, Case Number 17-007784 (08) seeking to enforce the permits issued to the City by the Trustees of the Internal Improvement Trust Fund. This case was settled out of court with the development of an agreement between the City and the Town, which outlines several beach management practices that will be jointly pursued. The agreement was codified by City resolution 2020/148 on October 8, 2020 and is included in Appendix K for further reference.

2. COASTAL SETTING AND PROCESSES

2.1. Coastal Setting and Sector Boundaries

The City of Deerfield Beach is located in Broward County along Florida's east coast and includes a portion of a barrier island, which separates the Intracoastal Waterway from the Atlantic Ocean. The City's coast extends approximately 1.1 miles from the northern Broward County line south to the Town of Hillsboro Beach as shown in Figure 1. The overall barrier island extends from Boca Raton Inlet, approximately 1.0 miles to the north of the north City limit, to Hillsboro Inlet, approximately 3.25 miles to the south of the southern City limit.

For implementation of the CBMP, the City coastline has been divided into sectors for management purposes. A sector represents a portion of the coast within which the planning constraints can be considered consistent. The sector delineation process attempts to include consideration of physical coastal process conditions, as well as jurisdictional, environmental, and recreational considerations. For the City of Deerfield Beach, three sectors are identified (North, Central, South). The three sectors are described below and shown in Figure 1.

2.1.1. North Sector

The North Sector includes the length of shoreline between the northern City limit at NE 7th Street (R-1) and the International Fishing Pier at NE 2nd Street (R-2+700) as shown in Figure 1. Eighteen (18) of the twenty-five (25) riparian parcels in this section are owned by the City. Upland development includes residential condominiums and vacation rentals, with commercial development (restaurants) adjacent to the International Fishing Pier. Public infrastructure includes volleyball courts, lifeguard towers, and dune overwalks. The historic rock groins in this sector are buried within the beach. The beach in this sector is shown in Photo 2.



Photo 2: Viewing looking south towards the City's fishing pier (February 5, 2019).

2.1.2. Central Sector

This sector includes the length of shoreline between the International Fishing Pier at NE 2nd Street (R-2+700) and the Cove Beach Club at SE 4th Street (R-4+700) as shown in Figure 1. Ten (10) of the twelve (12) riparian parcels in this section are owned by the City. Upland development includes public parking adjacent to the dunes with hotels and vacation rentals west of South Ocean Way.

Public infrastructure includes pier facilities (ocean rescue, bathrooms, etc.), lifeguard towers, and dune overwalks and public sidewalks and gazebos along Ocean Way. The historic rock groins in this sector are typically buried in the beach, but can become exposed from time to time. The beach in this sector is shown in Photo 3.



Photo 3: View looking north from around SE 3rd Street (February 5, 2019).

2.1.3. South Sector

This sector includes the length of shoreline between the Cove Beach Club at SE 4th Street (R-4 +700) and the southern City limit at SE 10th Street (R-6+750) as shown in Figure 1. Fifteen (15) of the nineteen (19) riparian parcels in this section are owned by the City. This sector is characterized by a relatively narrow beach fronting high, vegetated dunes, with exposed rock groins. Upland development includes residential condominiums, vacation rentals, and hotels. Public infrastructure includes restroom/shower facilities, the Deerfield Beach gazebo, the 9th Street Boardwalk, lifeguard towers, and dune overwalks. The rock groins in this sector are typically exposed to varying degrees (Photo 4).



Photo 4: Aerial view looking northeast from SE 9th Street (circa 2017).

2.2. Coastal Processes

2.2.1. Overview

The City's coastline along the Atlantic Ocean is composed of a sandy beach backed by vegetated dunes. A wide beach and vegetated dune system can provide substantial protection and benefit to the adjacent upland property by providing a greater volume of sand than a storm can erode. Onshore winds also serve to blow sand inland from the beach berm, where it is deposited in dunes through the trapping action of dune vegetation.

The beach condition in the City is influenced by many environmental factors including wind, waves, tides, currents, bathymetry, sedimentology, morphology, shoreline configuration, sediment sources, and the presence of manmade structures such as groins and revetments. A large quantity of sand moves along the City's coastline annually in response to these coastal processes, and results in a dynamic coastline undergoing constant change. The rate of sand movement is proportional to

the magnitude of the wind, waves, and currents resulting in a shoreline that erodes, accretes, or remains stable. Shoreline changes are usually gradual however they can be sudden and severe during high energy wave events.

2.2.2. Storm Processes

Coastal processes are primarily driven by the high energy wave events associated with nor'easter storms in the winter and early spring and passing tropical systems in the summer and early fall. Nearby wave data (WIS Station 63464) suggests that the average annual wave climate from 1980-2014 is indicative of wave heights averaging 2.7 feet with wave period of 7.1 seconds. However, seasonal variations can range from long periods of calm waters to rapid intensification of storm conditions with much larger waves.

Nor'easter storms are generally considered significant wave events and typically occur between December and May. During this time of year, waves driven by cold fronts originate out of the northeast and reach nearshore heights of 5-10 feet lasting 3-5 days on average. Tropical systems typically occur between June and November and are less frequent than the nor'easter storms. Depending on their proximity and intensity, the tropical systems can be accompanied by extreme winds, elevated water levels, and large waves (+10 feet nearshore) (Photo 5). Lasting 1-3 days on average, the duration of tropical systems is typically shorter than nor'easter storms. Nevertheless, the impacts of a single nor'easter storm or tropical system can account for a majority of the changes experienced along the City's coastline in a given year.



Photo 5: Breaking waves at the end of the fishing pier during the passage of Hurricane Sandy in 2012.

Although tropical depressions, nor'easters, and hurricanes typically move rapidly through an area, they have the potential to severely damage the beach and dune system and upland property found in their path and impact other areas hundreds of miles away. As part of the South Florida regional coastal area, many hurricanes and nor'easters have impacted the City's coastline with varying intensity throughout history. Large wave heights, storm surge, and high winds brought by these systems have caused significant erosion of the beach and adjacent dunes. Since the 1998 nourishment project, 13 hurricanes (winds >74 mph) and/or tropical storms (winds > 39 mph) have passed within 100 miles of the City (Figure 2).

The effect of extreme storm events on the beach results in alongshore sediment transport and cross shore sediment transport. Under cross shore sediment transport, sand is moved from the dry beach to the nearshore bar and may not be permanently lost to the dry beach. Sand can also be transported onshore after storms and seasonally under the influence of mild wave conditions. As a result, the nearshore zone is a very active area for sediment movement.

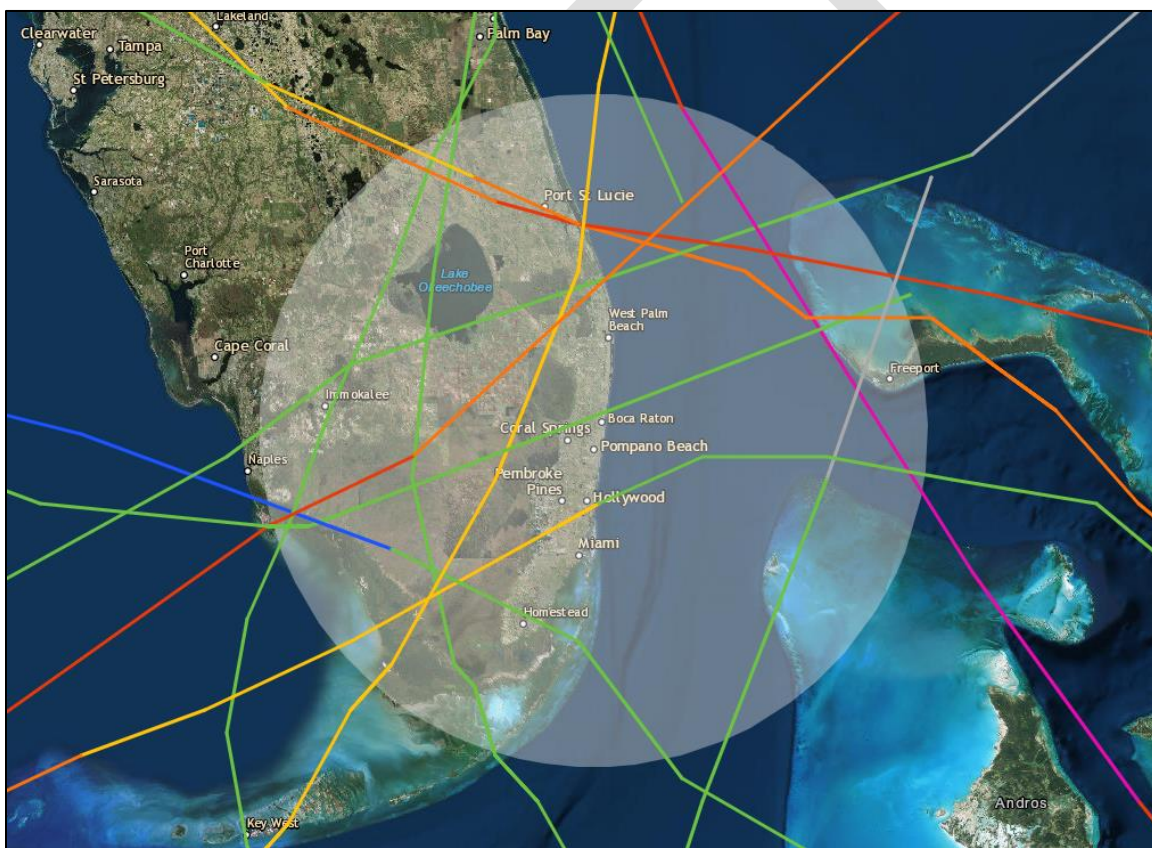


Figure 2: Tropical Storm Activity within 100 Miles of Deerfield Beach (1998-2018).

2.2.3. Summary of Pertinent Coastal Processes

A detailed evaluation of the beach conditions was conducted as part of this study to assess of the performance of previously constructed projects, evaluate the current coastal processes affecting

the City's beaches, and provide a foundation for the development of future management strategies (Appendix A).

The beach conditions analysis was primarily performed based on survey data collected between May 2011 and February 2019. The North and Central Sectors are considered stable or accretional in the time period from May 2011 to February 2019, and are considered erosional in the time period from April 2015 to February 2019. The South Sector is considered erosional for both time periods considered.

The volumetric change within the City is approximately +35,360 cubic yards without nourishment between May 2011 and February 2019 and approximately -108,380 cubic yards between April 2015 and February 2019. However, if only the erosional sections are considered, the City would have to nourish at a rate of approximately 6,820 cubic yards/year based on the 2011 to 2019 time period and 32,730 cubic yards/year based on the 2015 to 2019 time period. Beach nourishment efforts by the City has placed approximately 24,980 cubic yards along the City's beaches over the last 8 years. It appears that this volume of material has not offset the erosional stresses, further monitoring is recommended to further refine this analysis.

The longshore sediment transport is mainly driven by wave forces acting on the coastline. Throughout the year, changes in sediment transport direction may occur. During winter months, transport is generally north to south; and during summer months, transport is generally south to north. Reversals in direction can also occur in any given month. In Deerfield Beach, the net sediment transport is north to south with increasing magnitude of ~50,000 cy/year to ~75,000 cy/year in the recent years (2015 to 2019).

The transport quantities can be used to develop a sediment budget. The sediment budget analysis for the long-term and recent time periods show a difference in trends and magnitude of the longshore drift, with overall change to erosional or increase in erosional trends. To offset the historical erosion, the loss of sand within the erosional areas of the City was estimated at approximately 6,805 cubic yards per year in the longer period analyzed (2011 to 2019), and 32,730 cubic yards per year in the recent years (2015 to 2019).

It is important to highlight that the City is the beneficiary of the City of Boca Raton's efforts to bypass sand from its inlet channel each year and from its ebb shoal every few years. Bypassing sand from the ebb shoal is limited by nearshore hardbottoms immediately seaward of the City of Boca Raton's south beach. While the bypassing efforts vary from year to year in magnitude, the supply of sand mitigates for erosive forces on the City of Deerfield Beach's North Sector and partially mitigates for erosive forces on the Central Sector. The benefits of the bypassed sand are not readily apparent in the South Sector, where the beach shows long term recession and volumetric loss. This is further evidenced by the record showing that most of the City's nourishment efforts have been along this southern section (Figure 3).

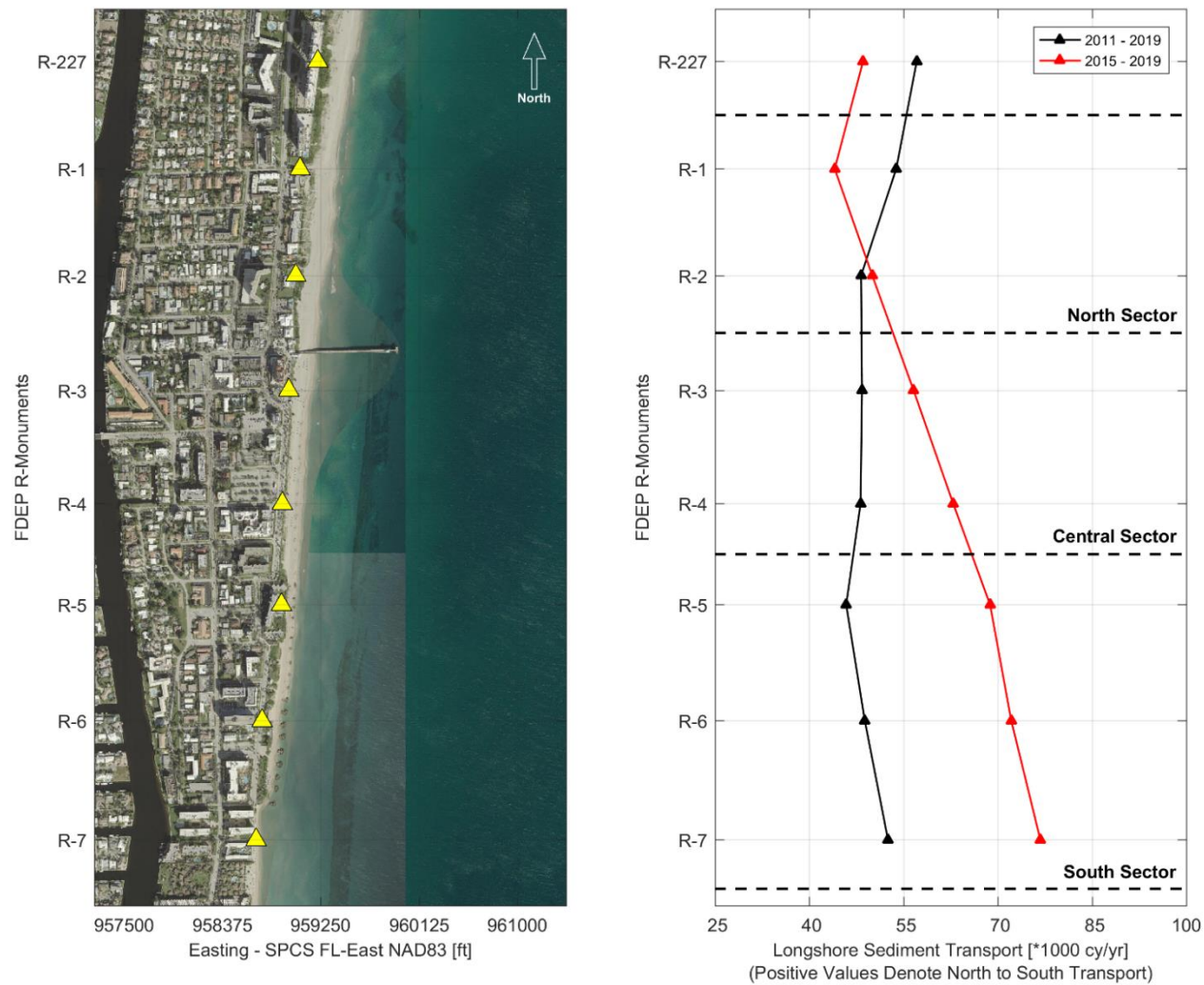


Figure 3: Longshore Sediment Transport.

3. SAND RESOURCES

The City has successfully employed a beach management strategy since the initial 1998 project to address beach erosion through the Hillsboro Beach Nourishment Project (via an inter-local agreement) and small truck haul nourishment projects. The City has also benefitted from the downdrift spreading of the South Boca Raton Nourishment Project (inlet bypassing). A variety of sand sources have been used to nourish the beach in the City including offshore borrow areas, upland mines, and indirectly, the Boca Raton Inlet channel and ebb shoal. This section provides a description of the native beach sediment, available sand resources, and the current status of these resources. Additional details are provided in Appendix B.

3.1. Native Beach

Beach material is typically characterized by the mean grain size, range of grain size (sorting), percent fines, and gravel content, as determined by granulometric testing. Additional carbonate content and color are also typically examined.

A comprehensive analysis of sand characteristics was undertaken in 2017 to support the City's Storm Berm Nourishment project. The analysis indicated that the mean grain size varied slightly from 0.36 mm to 0.44 mm with a narrow range of grain sizes. The silt/clay content was less than 0.5% with carbonate (shell content) typically around 55%. The sand color is typically Munsell color 10YR-5 to 10YR-6, which is a gray color. Considering the combination of historic and recently bypassed sands at Boca Raton Inlet, these sediment characteristics are expected for this area.

3.2. Upland Borrow Sources

The City has used an upland sand source to construct small restoration projects, including the South and North Deerfield Beach Dune Restoration projects in 2008 and 2009, and the Hillsboro/Deerfield Beach Nourishment project in 2015. The project details are summarized in Table 2.

Table 2: Previous Beach Nourishment Projects – Upland Sources.

Project Name	Date Completed	Volume (cy)	Project Location
South Deerfield Beach Dune Restoration Project	Jan. - Feb. 2008	8,314	R-5 to R-6.6
North Deerfield Beach Dune Restoration Project	Jan. - Feb. 2009	7,378	R-2.7 to R-4.7
Hillsboro/Deerfield Beach Nourishment Project	April 2015	24,980	R-6 to R-6.6

Multiple upland mines capable of producing beach compatible sand for the City's beach nourishment projects are available; however, proximity to the project site from the mine usually dictates which source will be most cost effective. All of three nourishment projects in Table 4 utilized the E.R. Jahna Industries, Inc. Ortona Sand Mine (Ortona) located in Moore Haven, FL (120 miles to Deerfield Beach). These upland sources are commercial sand aggregate quarries with extensive sediment reserves; therefore, they represent viable long-term sources of sediment for the City's nourishment needs.

3.3. Offshore Borrow Sources

Larger-scale beach nourishment projects using offshore sand sources via dredging, typically greater than 100,000 cubic yards, can be more cost-effective than using upland sand. The City has completed beach nourishment projects using offshore sand sources in the past through an inter-local agreement with the Town of Hillsboro Beach in 1998 and 2011 to take advantage of the economies of scale of a larger project. The project footprint in the City extended from as far north as R-5.3 (SE 6th Street) to the southern City limit (SE 10th Street). The project details are summarized in Table 3.

Table 3: Previous Beach Nourishment Projects – Offshore Sources.

Project Name	Date Completed	Volume Placed in Deerfield Beach [cy]	Project Location
Hillsboro/Deerfield Beach Nourishment Project	March 1998	50,000	R-6 to R-6.6
Hillsboro/Deerfield Beach Nourishment Project	April 2011	12,364	R-5.3 to R-6.6

As part of a regional effort related to offshore sand resources in five coastal counties in Florida, the USACE completed the Southeast Florida Sediment Assessment and Needs Determination (SAND) study in 2013 (Ousley, et al., 2013). The SAND study was completed to document sand volume requirements and existing volume estimates of offshore sediment sources suitable for beach nourishment, storm damage reduction, and hurricane protection projects. The SAND study quantified domestic sand resources to support placement of planned, large-scale beach nourishment projects through 2062 for St. Lucie, Martin, Palm Beach, Broward, and Miami-Dade counties. Sediment needs for each county were estimated based on project performance, while accounting for storms, construction losses, and sea level change.

The SAND study calculated the sand needs of the Town of Hillsboro Beach and the City of Deerfield Beach (Segment I) as 2,000,000 cubic yards through 2062. However, previous data, projects, and environmental restrictions (buffer zones) have reduced available offshore borrow material in Broward County to zero cubic yards (Ousley, et al., 2013). Nevertheless, based on the December 2016 post-Matthew LiDAR data collected by USACE, offshore borrow areas 10/11 and 12 have more than 1.8 million cy as shown in Figure 4. This sand resource could potentially be utilized in conjunction with large-scale dredging projects as part of post-hurricane efforts to rebuild large portions of the Broward County shoreline. It should be noted that this source of sand is adjacent to nearshore hardbottoms and will be subject to environmental monitoring requirements pre-, during, and post-construction. It is also known that previously used borrow areas 10 and 11 (Figure 4) contain surficial rock rubble, which may make utilization of these borrow areas more difficult in the future. Lastly, small rubble and shells exist within these borrow areas that if not screened using offshore or onshore technologies could result in that small rubble being placed on the beach.

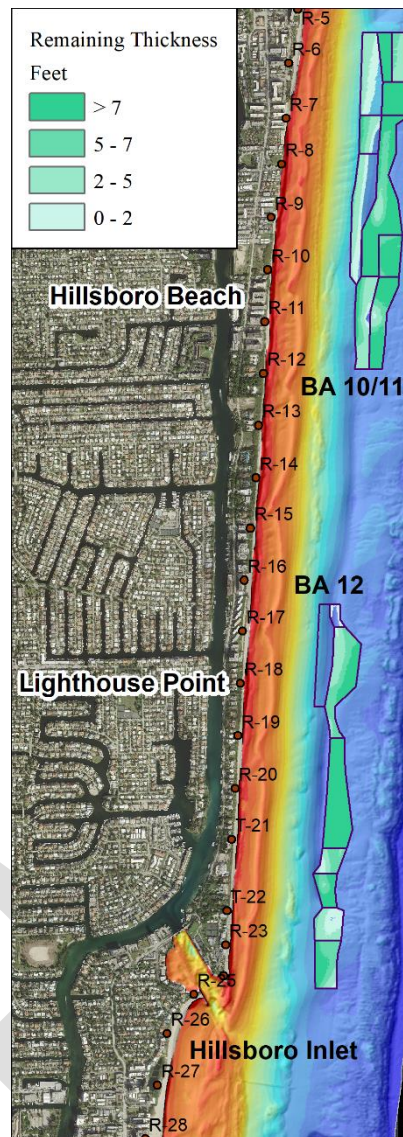


Figure 4: Historical borrow areas offshore of Deerfield Beach and Hillsboro Beach.

3.4. Boca Raton Inlet

The inlet sand bypassing activity at Boca Raton Inlet and material placed for the South Boca Raton Beach Nourishment project aids in maintaining the beach at Deerfield Beach due to net southerly transport of sand placed between the inlet and the northern City limit. FDEP has determined that this material maintains the general character and functionality of the sediment occurring on the existing beach and in the adjacent dune system (ATM, 2012).

The present bypassing objective for the inlet is 83,000 cubic yards per year (FDEP, 2018). A hydraulic dredge owned and operated by the City of Boca Raton transfers sand from the inlet channel to the downdrift beach south of the inlet on a periodic basis with the goal of maintaining an average channel depth of approximately -6 ft MLW. Approximately 834,179 cubic yards of

sand has been dredged and placed south of inlet since October 2000 (FDEP, 2018) through this dredge operation.

The South Boca Raton Beach Nourishment project includes placement of sand between the inlet and the northern City limit by utilizing sand dredged from the inlet ebb shoal. While this bypassing of ebb shoal sand includes higher quantities of material, the dredging occurs on an infrequent basis, spanning years between events. Approximately 1,270,800 cubic yards of sand has been dredged from the ebb shoal and placed south of the inlet since July 1985. Of importance to the City of Deerfield Beach is that the ebb shoal at Boca Raton inlet typically contains more sand available for bypassing that can be placed within the City of Boca Raton's beach fill templates (without impacts to nearshore hardbottom). Thus, a combined project of ebb shoal dredging with the City of Boca Raton and the City of Deerfield Beach could be developed to increase inlet bypassing quantities, while providing a regional close source of beach compatible sands to the City of Deerfield Beach. The City agreed to explore cooperative opportunities with the City of Boca Raton (Appendix K) to explore the feasibility of utilizing sands from within the Boca Raton Inlet channel and or ebb shoal for use as a sand source for beach nourishment purposes within the City and Town of Hillsboro Beach.

3.5. International Sand Sources

Local municipalities have evaluated the feasibility of buying and importing sand from the Caribbean, possibly the Bahamas, as an alternative to offshore and upland sand sources. The increased distance associated with transporting large quantities of dredged sand from the Caribbean to the beaches of Deerfield Beach would likely result in higher project costs when compared to domestic offshore and upland sand sources. A detailed cost-benefit analysis would need to be completed to evaluate material costs, international coordination, and transport costs relative to the projected benefits for the City's beach nourishment program.

In addition to the potential increased costs associated with using an international sand source, the use of federal funds (i.e. USACE, FEMA) may require the applicant to demonstrate that domestic sand is not available for economic or environmental reasons before it can use foreign sand. Additional studies, including an Environmental Impact Statement (EIS), may have to be prepared as part of the environmental permitting process before obtaining authorization to use foreign sand.

3.6. Alternative Sand Sources

Previously, Broward County pursued a demonstration project to determine the feasibility of using recycled glass as beach-compatible material (Makowski et al., 2007). It was suggested that this material could supply, on an emergency basis, some of the volumetric needs of the County's shore protection program while providing another market for recycled glass. The addition of glass cullet as emergency beach fill may extend the life of the shore protection project by nourishing these areas with supplemental volumes of fill. Studies performed included a literature review, geotechnical investigation, biological analyses, coastal engineering analyses, public perception research, and abiotic testing, which showed that glass cullet could be a viable beach compatible

material. The project was ultimately not pursued further by the County due to environmental permitting challenges and glass cullet processing costs relative to more traditional sources.

Recently, the City accepted surplus material from coastal development excavation in Palm Beach County as an opportunity to stockpile sand for future use on the City's beaches. During the time of developing this report, approximately 15,000 cubic yards of sand was delivered and stored near the City's administrative complex in early 2020. The material was estimated to have a mean grain size of 0.50 mm and fines content of less than 2%, which indicates it may be compatible for use on the City's beaches. Further testing may be required prior to permitting its use on the beach. The City may consider accepting beach compatible sands of opportunity in the future as well as the cost would be less than other upland sources. However, appropriate testing and screening of the material should be expected.

The Settlement Agreement (Appendix K) states that the Town of Hillsboro Beach will coordinate with the Hillsboro Inlet District to explore the feasibility of utilizing sands from within the Hillsboro Inlet channel and/or ebb shoal for use as a sand source for beach nourishment purposes within the City and Town.

4. ENGINEERING ALTERNATIVES AND COST ESTIMATES

As part of the Beach Management Plan development, various shore protection alternatives were considered to address the erosional trends experienced along the City's coastline. Although many potential alternatives are available, only those determined to be viable for implementation were considered. These included taking no action, and beach nourishment. Detailed discussions are provided in Appendix C, and the results of the primary alternatives are summarized in the following sections.

4.1. No Action

This scenario was considered to compare the benefits afforded by the other alternatives and to assess whether the "no action" approach could be more cost effective over time. In this no action alternative, the City would provide no active management of the beach and allow the beach to evolve based on the littoral forces acting on it (Appendix A). This passive approach also excludes any coordinated action between the City of Deerfield Beach and the City of Boca Raton regarding bypassing of sand at Boca Raton Inlet. This implies that the quantity of sand reaching the northern City line will be dictated by the quantity of bypassed sand (both natural and mechanical) that diffuses into the City at the rate and frequency achieved by the City of Boca Raton.

Under this alternative, the beaches will begin to erode at the South and Central Sectors and may eventually cause erosion within the North Sector. The exposed groin field will continue to be subject to long term degradation and eventually may need to be repaired as sand erodes and structures become exposed.

With the southern end of the beach (SE 9th Street to SE 10th Street) eroded, water flow between the southern groins and the revetment may occur under specific wave climates and tidal stages. These flows may increase the transport of sand from the City's beach to southern properties.

While there are no direct construction costs in implementing the no action alternative, this alternative will negatively affect the recreational beach and the associated economic benefits to the City (see Appendix D). This alternative is not a recommended approach because it does not meet any of the management objectives.

4.2. Beach Nourishment

Several estimates of nourishment within the North, Central and South Sectors of the beach were considered. The Central and Southern sector beaches contain nearshore hardbottom within the submerged portion of the beach profile which must be protected, limiting the volume of sand that can be placed on the beach at any given time. Two nourishment intervals were considered 2.5 years, and 4 years. The 2.5-year interval attempts to maintain the 2019 beach conditions in the South Sector as a minimum. The four-year nourishment interval best reflects the experience of the City of Deerfield Beach in maintaining their beach since 2008.

The following plan is proposed for a 2.5 year interval nourishment plan for each of the City's sectors:

- **North Sector.** The current erosion rate for the North Sector is showing accretion; therefore, no nourishment is expected to be required. In the occurrence of significant storm events, losses from the dry beach will occur. If these cross-shore losses do not repair themselves through natural post-storm coastal processes, additional sand may be required. For planning and budgeting purposes only, placement of 1,000 cy/yr (or 2,500 cy every 2.5 years) should be considered.
- **Central Sector.** With the goal of maintaining the 2019 beach conditions in this section, the current erosion trend (-12,900 cy/yr, Appendix A) will need to be offset through beach nourishment. If this sector continues the current erosion trend, the sector will require 32,250 cy every 2.5 years.
- **South Sector.** In the South Sector, the maximum volume that can be placed above the 2019 conditions without impacts to hardbottom is 34,800 cy. The erosion rate for this sector is approximately -13,900 cy/yr (see Appendix A). Therefore, this beach will need to be nourished with 34,800 cy every 2.5 years to maintain the 2019 condition as a minimum beach width or beach profile.

It is acknowledged that the South Sector of the beach has never been nourished on a 2.5-year cycle. The beach has eroded until a minimal width exists at SE 10th Street where the remaining recreational beach is narrow. This approach could be adopted in order to lengthen the nourishment interval and reduce the annual cost of the total program. Preliminary beach estimates indicate that a 4-year nourishment cycle may need approximately 111,200 cy every 4 years based on recent erosion rates.

Most beach nourishment programs within the State are usually based on nourishment intervals longer than 2.5 years. The City should pursue efforts to optimize the beach nourishment performance and extend the nourishment interval.

Semiannual monitoring of the beach and nearshore is recommended to refine construction volumes, assess beach fill performance, and provide the City confidence that the nearshore hardbottom is being protected.

4.2.1 Settlement Agreement Defined Beach Nourishment

The Settlement Agreement (Appendix K) outlines a beach nourishment program that is more specific than the programmatic design approach described in the previous section. The key differences include the specification of a target 5-year nourishment interval, a requirement to bury the groins at the time of construction, and nourishment along the entire south sector. As discussed in Appendix C, these parameters imply that more sand needs to be placed; however, the additional sand may create a challenge with regard to the programmatic goal of avoiding impacts to nearshore hardbottom and incurring mitigation costs.

An optimized design may need to be developed to fulfill the intent of the Settlement Agreement while avoiding hardbottom resources. For example, an optimized design may include nourishment of the Central Sector shoreline to feed sand into the South Sector. This approach would need to be developed and discussed with the Town of Hillsboro Beach for their concurrence prior to permitting and construction in accordance with Settlement Agreement. Long term beach monitoring of the implemented design will allow for fine tuning of the beach nourishment plan over time.

4.3. Potential Beach Program Costs

Appendix C presents costs of delivering sand to the City from several sources. The Ortona Sand Mine represents the most sustainable and schedule insensitive source of sand. Nevertheless, other sources may be available from time to time which may be cheaper, and the City should take advantage of these sources through flexible environmental permits and cooperative agreements with other governments.

The annual cost of a beach nourishment program within the City of Deerfield Beach will include design, permitting, monitoring and construction costs. Using a reasonable project life (30 years) and an interest rate of 2.875 percent, annual costs range from \$1.2 million for a 2.5 year nourishment cycle to \$1.1 million for a 4 year nourishment interval. With the costs insensitive to the length of the nourishment cycle, the City should not feel compelled to optimize the project economically and should nourish the beach as needed (in accordance with the Settlement Agreement). These construction costs were derived from recent erosion trends. If there is a change

in the erosion trends (direct hurricane impacts, for instance), increased project volumes may be required with associated increase programmatic costs.

5. STORM VULNERABILITY EVALUATION

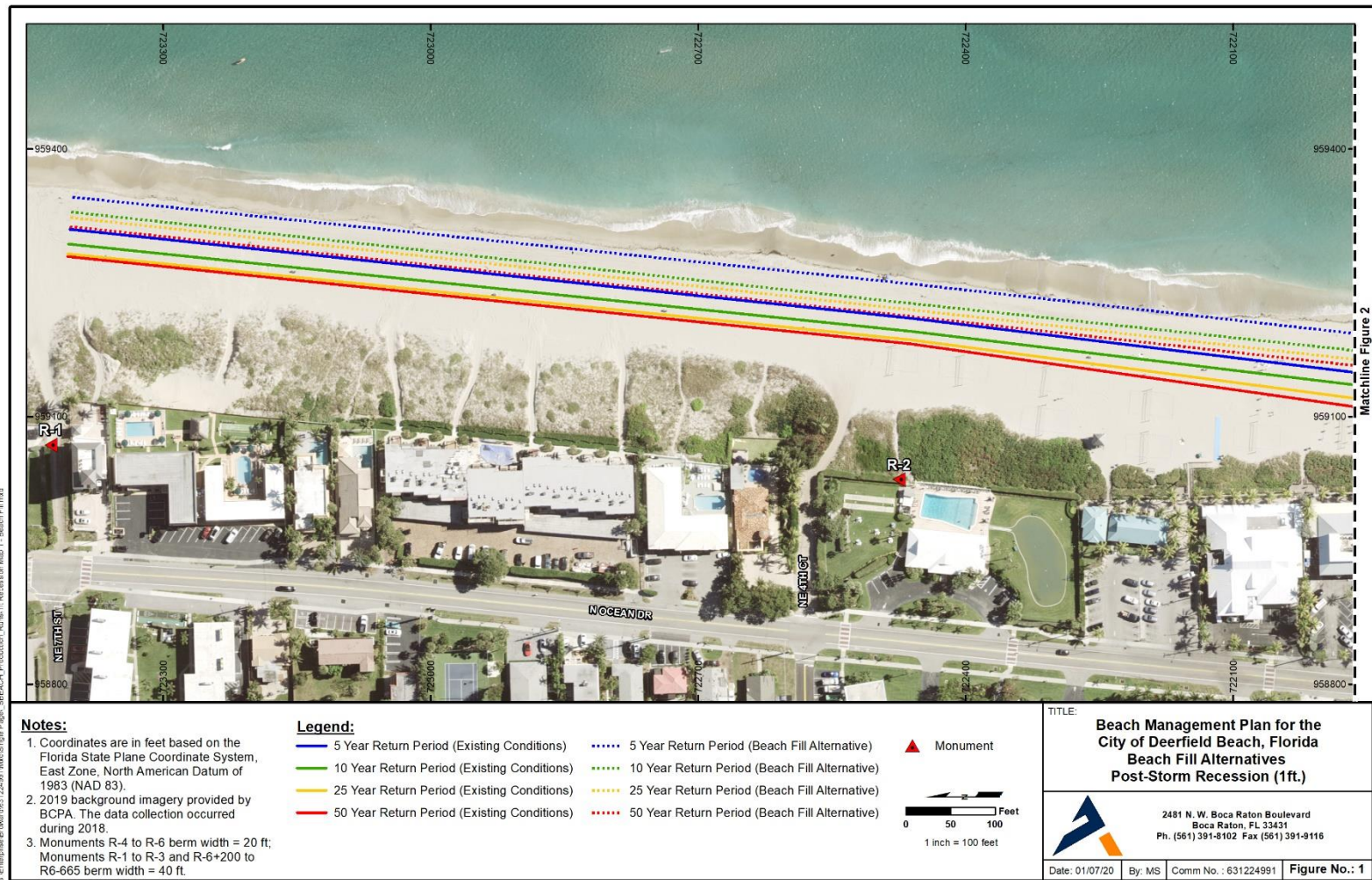
Numerical modeling utilizing SBEACH was conducted to evaluate the level of storm protection provided by the existing conditions, verify the need for a project along the City's coastline, and evaluate the storm protection benefits afforded by beach fill alternatives. The description of the modeling approach, and detailed results analysis and discussion are provided on Appendix E.

The model was calibrated based on observed profile changes during Hurricane Matthew (2016) and verified based on observed profile changes during Hurricane Irma (2017). Four (4) storm events (5, 10, 25, and 50-year return period) were simulated in SBEACH model to assess a range of impacts that could be expected within the City. The February 2019 conditions was used as existing conditions and simulated to evaluate the response of the beaches under different storm events. Beach fill alternatives, described in detail in Appendix C, were simulated and the storm protection provided was compared to the existing conditions model results.

For a given storm event, the landward point of impact was identified at each profile. This point of impact was defined as the landward most cross-shore location where there was a 1 foot lowering of the post-storm profile as compared to the pre-storm profile. The points were then interpolated between profiles to determine a line of impact throughout the City. The lines of impact for each of the 4 scaled storm events were overlain on aerial photography to depict the spatial relationship with upland property. These plan view maps are shown in Figure 5 to Figure 8.

The volumetric loss increases as the storm intensity increases. The North Sector of the beach (R-1 to R-2) presented lower volumetric loss when compared to the Central and South Sectors. The Central Sector (R-3 to R-4) presented higher volumetric change when compared to the South Sector (R-5 to R-6). Regardless of the higher volumetric changes, the Central Sector (as well as North Sector) beach conditions did not show any effects on infrastructure even in the extreme storm conditions simulated (50-year return period). The South Sector impact lines show risk of damage to the infrastructure near the beach (the dune overwalk between monuments R-6+532 and R-6+665 and the boardwalk between monuments R-6 and R-6+200), for all storms evaluated, even the lowest return period simulated (5-year return period).

Overall, the beach fill alternatives results showed reduction in volumetric losses and increase in storm protection along the City's beach when compared to the existing conditions results, including increase in storm protection to the infrastructure potentially at risk (dune overwalk and boardwalk) in the South Sector. The risk condition may make sections of the South Sector eligible for FEMA Category B measures and should be evaluated further.



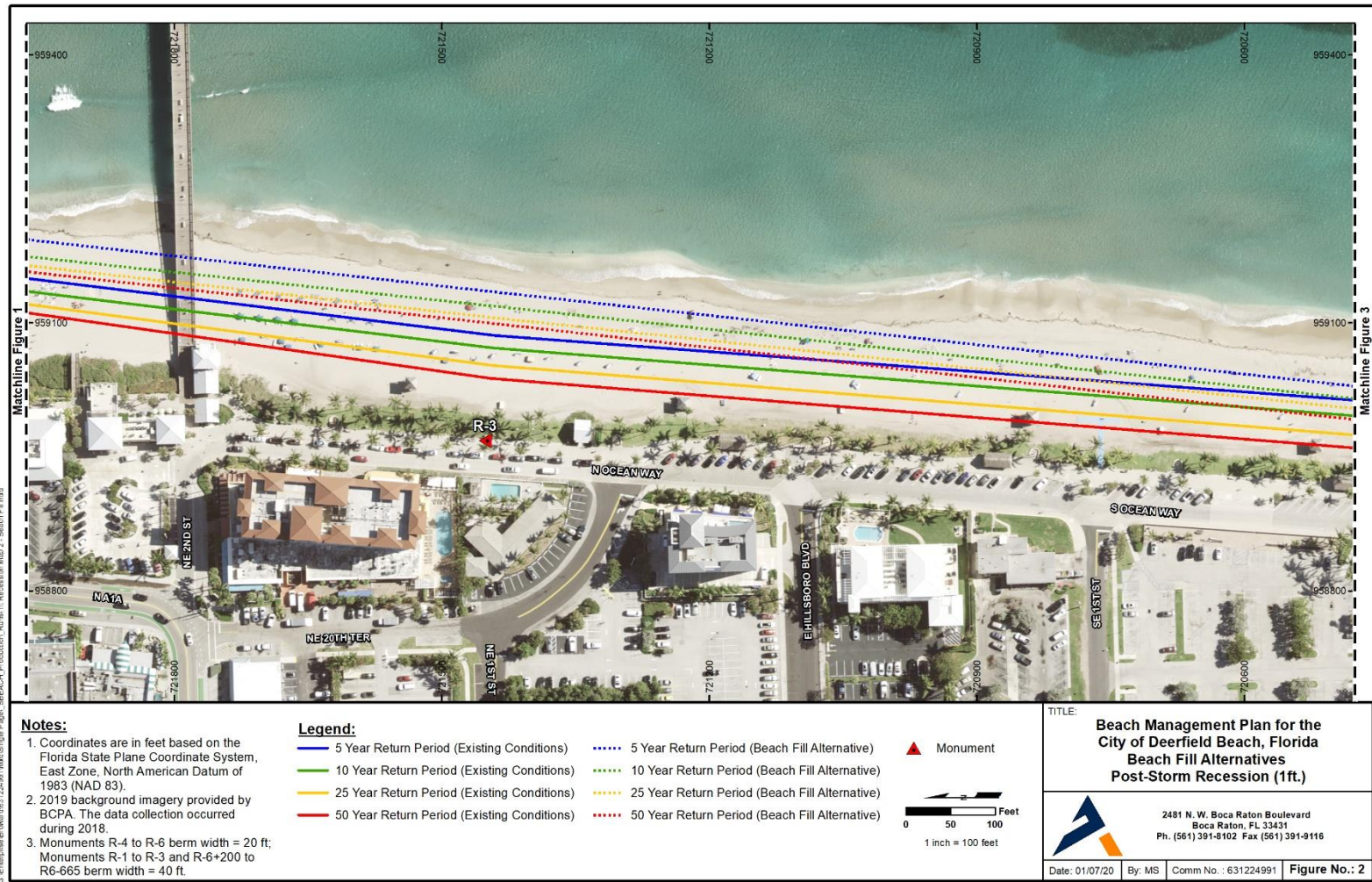


Figure 6: Post-storm recession by 1 ft – Map 2.

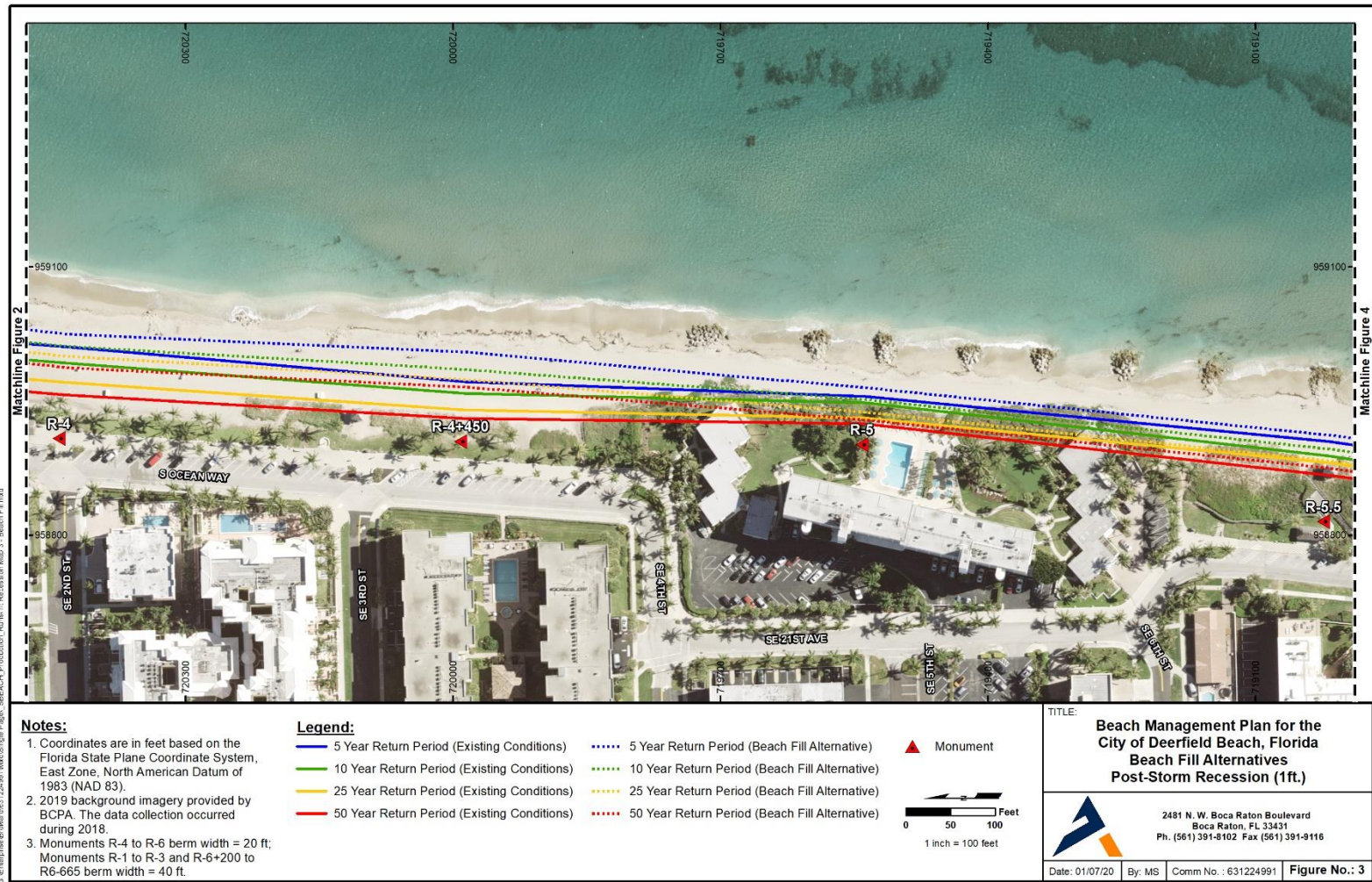


Figure 7: Post-storm recession by 1 ft – Map 3.

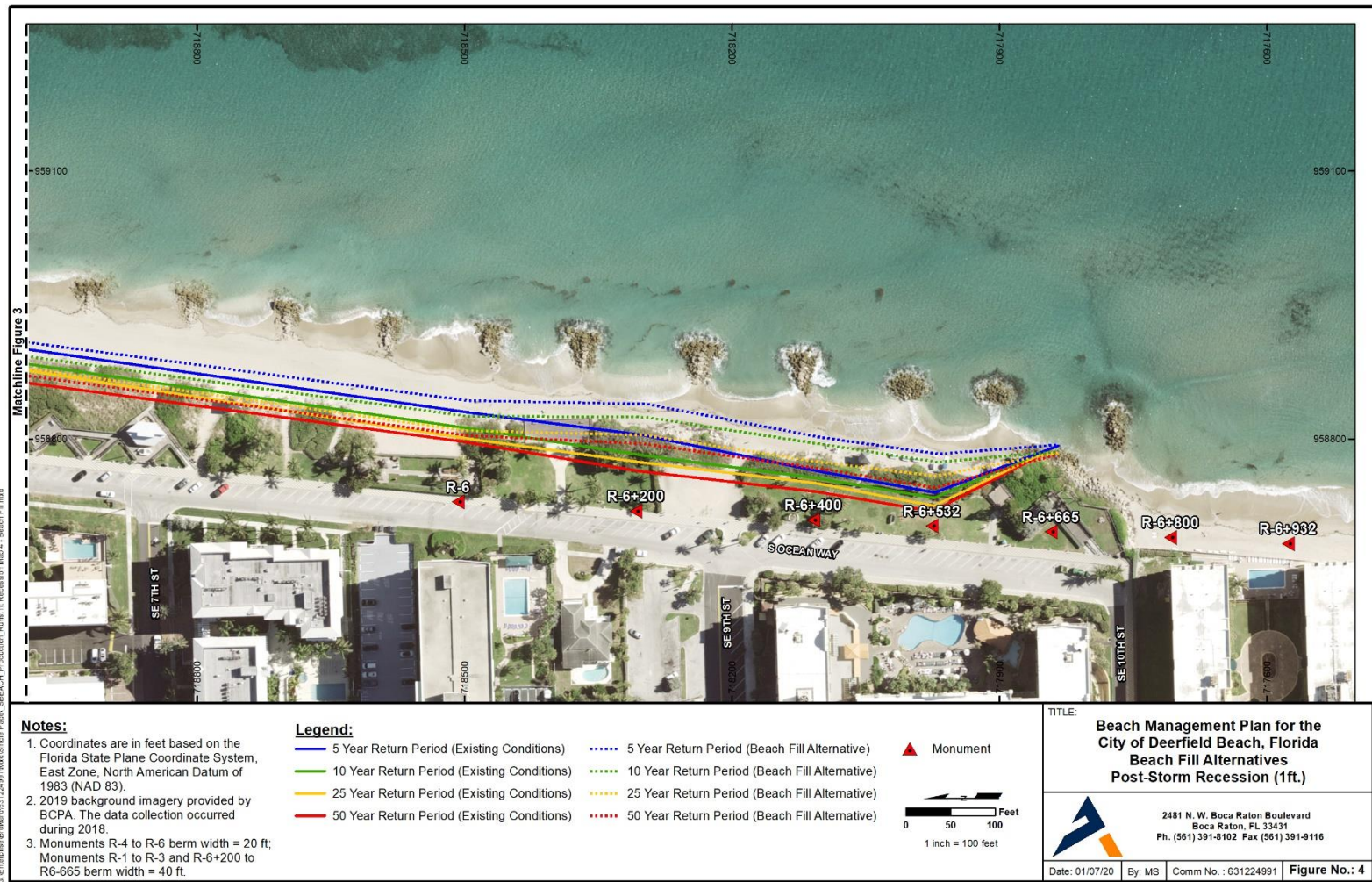


Figure 8: Post-storm recession by 1 ft – Map 4.

6. DAMAGES DUE TO SHORELINE RETREAT

The storm vulnerability and resiliency analysis quantified the damages that could be incurred due to storm events. The impacts from the storms can be drastic and occur suddenly over a period of days. The persistent erosion during “normal” wave conditions over the period of many years can also have major impacts.

The net loss of sand from the City caused by the average wave conditions results in shoreline recession. This recession if left unabated will result in property loss. Assuming that no action was taken is taken to offset average annual shoreline retreat, the long-term damages were quantified. Appendix F describes in detail the analysis performed to assess the cost of annual retreat.

The average shoreline retreat from 2001 to 2019 in the absence of sand placement was estimated. The 2019 shoreline location was then projected over the next 30 years, assuming that the beach profile would respond to long-term changes by translating uniformly and the volumetric changes were equated to a shoreline change based on an active profile height.

The present worth (2019 dollars) for the damage costs incurred in the City was amortized over the 30-year analysis period. The 2019 discount rate from WRDA 1974 Section 80(a) was used as the interest rate for the amortization calculation and has a value of 2.875%. Using this interest rate and the 30-year damage period, the average annual damage costs (in 2019 dollars) of the City taking allowing long-term recession to occur is \$172,000 per year.

Damage due to average annual shoreline retreat from longshore transport was only applied to the no action alternative. This loss was excluded from other strategies as they were specifically designed to offset this loss.

7. BENEFITS ANALYSES

The maintenance or the enhancement of beaches are often performed to increase storm protection and provide a recreational amenity. A recreational benefit analysis, combined with the City of Deerfield Beach’s vulnerability to storms and long-term shoreline retreat, can be used to determine the economic viability of various beach management strategies.

The recreational benefit analyses are detailed in Appendix D and summarized below.

7.1. Beach Visitation and Public Perceived Value

Surveys of beach visitors were performed in two events in 2019 to gather public opinions regarding the beach and to inquire about financial expenditures related to beach visitation. The details of these surveys are provided in Appendix D-1. One of the questions that was asked was the public willingness to pay for the beach visit, if the City were to charge for the beach; the public was

notified that there were no plans for charging a fee. Based on the public survey, the average value of a beach visit is \$3.44 per person per day.

The City provided lifeguard statistics of daily counts of beach visitation in the vicinity of the nine (9) lifeguard towers. Annual beach visitation is estimated to be 2,713,000 visits. By combining the annual visitation with the average value of a beach visit, the beach creates a perceived value of \$9.3 million annually.

7.2. Beach Visitation and Related Economic Activity

Surveys of the public also inquired about actual expenditures during their visits to the beach. Based on the survey, the average beach visitor expends \$14.36 per day in the areas of transportation, food, parking, and “other”. There are variations of expenditure between residents, seasonal residents and visitors. Assuming the average expenditure of the surveys extends across all 2,713,000 recorded beach visits, the beach is directly related to \$38.9 million in economic activity.

7.3. Oceanside Hotel Economic Activity and Tourist Development Taxes

The City has 29 public lodging establishments within the City limits and 10 are within ¼ mile of the beach. These ten hotels establishments account for 555 of the available rooms within the City and create approximately \$19,383,000 in economic activity annually. The 10 hotels collect a 6% tourist development tax (bed tax), which generates income to the County of approximately \$1.16 million.

7.4. Summary and Comparison with Annual Project Costs

In summary, the beaches of the City are a significant influence on the local economy. By comparing the apparent recreational value of the total annual beach visits to the annualized project costs (presented in Section 4.3), a benefit to cost ratio of approximately 32 to 1 is being realized.

Similarly, the beaches are also stimulating the economic activity of the local hotels. The ratio of the hotel economic activity to project costs are approximately 16 to 1. These benefits provide a strong economic basis for maintaining the City’s beaches.

8. ENVIRONMENTAL CONSIDERATIONS

The City's coastal environment, which includes the dry beach and nearshore waters of the Atlantic Ocean, supports a variety of species, habitats, and natural resources that require consideration in the development and implementation of the CBMP, specifically for beach nourishment and shoreline stabilization projects. This section will briefly describe the environmental resources and recommendations for their protection and or enhancement.

Beach management in the City of Deerfield Beach will require careful consideration of the coastal environment, both upland and offshore. Environmental permits from federal, state, and county regulatory agencies may be required, depending on project scope and location. The agencies with jurisdiction include the U.S. Army Corps of Engineers (USACE), Florida Department of Environmental Protection (FDEP), and Broward County Department of Environmental Protection & Growth Management. Detailed descriptions of the regulatory requirements and recommended procedures are included in Appendix G.

8.1. Environmental Permitting

Coastal construction for the purposes of beach nourishment and shoreline stabilization in Deerfield Beach will require environmental permits from federal, state, and county regulatory agencies. The agencies with jurisdiction include the USACE, FDEP, and Broward County's Environmental Engineering and Permitting Division. Each permit is generally applied for and processed concurrently; however, each agency evaluates the applications pursuant to their specific regulations. The FDEP and the USACE coordinate with commenting agencies that provide further input into the permitting process. These agencies include, but are not limited to, the National Marine Fisheries Service (NMFS), the U.S. Fish and Wildlife Service (FWS), and the U.S. Environmental Protection Agency (EPA) for the federal government, and the Florida Fish and Wildlife Conservation Commission (FWC) for the state. The permitting process requires extensive data to support the conditions of the physical environmental and biological communities that utilize the area. The issued permits include conditions to protect ecological resources, which may require annual physical and biological monitoring. Additional discussion on the permitting process is provided in Appendix G.

8.2. Biological Resources

The diverse biological resources within the City's coastal system includes, but is not limited to, sea turtles, shorebirds, smalltooth sawfish, nearshore hardbottom, manatees, whales, beach mice, and dune vegetation. The species that are known to utilize the City's beach and nearshore habitat are described below. Appendix H presents additional detail on these species and those that may be present in the area.

8.2.1. Sea Turtles

Loggerhead, green, and leatherback sea turtles utilize the beach along the City as nesting habitat. The City spans 1.1 miles of the 24 mile long shoreline in Broward County and on average, accounts for approximately 2% of sea turtle nesting within the County. Loggerhead sea turtles dominate the nesting in south Florida, and account for over 90% of the nesting within the City. The City's shoreline is within loggerhead critical habitat, designated by U.S. Fish and Wildlife Service (USFWS) for nesting/hatching sea turtles (LOGG-T-FL-14) and by the National Marine Fisheries Service (NMFS) for swimming sea turtles (LOGG-N-19). According, beach construction activities are highly regulated or prohibited during sea turtle nesting season, which spans several months from April through November in Broward County.

8.2.2. Shorebirds

Shorebirds utilize the beaches of Broward County for nesting, foraging and roosting. Three species of protected shorebirds that may occur in Deerfield Beach include piping plovers, least terns and red knots. According to eBird, there have been five (5) piping plover sightings between the Deerfield Beach International Fishing Pier and South Inlet Park since 2008. Since 2012, there have been one hundred and eighty-nine (189) least tern sightings between South Inlet Park and SE 10th Street (near the Embassy Suites Resort). In 2018, three (3) red knot sightings were reported near Deerfield Beach (eBird, 2019).

8.2.3. Smalltooth Sawfish

Smalltooth sawfish were once prevalent throughout Florida and were commonly encountered from Texas to North Carolina. Currently, smalltooth sawfish can only be found with any regularity in South Florida between the Caloosahatchee River and the Florida Keys (NMFS, 2013). Thirty (30) sightings have been reported between 2009 and 2017 in Broward County, including near the Deerfield Beach International Fishing Pier. While sightings were reported, fish are mobile; therefore, the lack of an encounter with a smalltooth sawfish does not indicate that they are absent in an area (Frick, pers. comm., 2019).

8.2.4. Nearshore Hardbottom

The nearshore hardbottom present along the Deerfield Beach shoreline is part of the reef tract of continental southeast Florida that extends from offshore south Miami northward to West Palm Beach. Walker *et al.* (2008) classifies the hardbottom along Deerfield Beach as shallow ridge and

shallow colonized pavement. Based on biological monitoring efforts on the hardbottom adjacent to the Deerfield Beach shoreline since 2010, the nearshore hardbottom is primarily dominated by turf algae and macroalgae but also supports other functional groups including small scleractinian and octocoral colonies. Coral colonies that have been documented on this hardbottom formation include, but are not limited to, *Siderastrea siderea*, *Solenastrea bournoni*, *Eunicea* sp., *Antillogorgia* sp. and *Pterogorgia* sp. These resources are highly protected by the state and federal agencies and often become a focal point of permitting discussions in terms of avoidance, minimization measures, and mitigation.



North of Hillsboro Inlet in Broward County, the inner reef nearshore ridge complex runs parallel to shoreline. Figure 9 shows the hardbottom inner edge along the City of Deerfield Beach coastline for the years 2016, 2017, 2018, and 2019. Pinnacle Ecological, Inc. conducted the surveys for years 2016 and 2017, and APTIM conducted the survey on 2018 and 2019 (APTIM, 2018; APTIM, 2019).

8.2.1. Dune Vegetation

The beach dune area in the City of Deerfield Beach is described by the Florida Natural Areas Inventory (FNAI) as an active coastal dune influenced by the marine environment with sand substrate, xeric conditions, and a vegetative community consisting of salt-spray tolerant grasses and herbs (Photo 4). North of the pier, the frontal dune area is dominated by sea grapes (*Coccoloba uvifera*) and perennial grasses such as sea oats (*Uniola paniculata*) and bitter panicgrass (*Panicum amarum*). The grasses help build the community by trapping wind-blown sand with their stems and continually growing upward to keep pace with sand burial. Also found growing adjacent to sea oats are the succulent subshrub beach elder (*Iva imbricata*), dune sunflower (*Helianthus debilis*) and beach star (*Cyperus pedunculatus*), which is an endangered state-listed species in Florida. Moving seaward, the habitat is less stable due to annual spring tides or storm tides. This area consists of annual plants such as railroad vine (*Ipomeoa pescaprae*) and sea rocket (*Cakile lanceolata*) (FNAI, 2010).

The dune area immediately south of the pier is more landscaped than other areas of the City and consists of turf grass and palm trees (Photo 3). The City has established several small dune revegetation plantings at the southern end of the Central Sector.

The South Sector contains primarily native salt tolerant dune vegetation (Photo 4). Portions of the South Sector were revegetated in 2008 to restore pedestrian walking paths.



Figure 9: FDEP R-Monuments and Hardbottom Edge Lines.

8.3. Environmental Strategies

As the City implements this plan, the following strategies should be considered where possible to enhance and preserve the environment:

- Beach nourishment will be restricted by permits to times outside of sea turtle nesting season. Similarly, the permits will likely require post construction sea turtle nesting monitoring, which can be programmed with County wide efforts for efficiency and effectiveness. Monitor exterior lighting in the vicinity of the coast. Educate and encourage adoption of turtle friendly lighting during sea turtle nesting season.
- Beach nourishment permits will likely require shorebird monitoring during construction.
- Beach nourishments should be designed to avoid additional impacts to nearshore hardbottom as was accomplished in 2015. The cost of mitigation (approximately \$1 million/acre) for nearshore hardbottom makes designing projects with impacts cost prohibitive. Fortunately, the nearshore hardbottom is far enough seaward to allow a modest beach width to be constructed without impacting the nearshore hardbottom.
- The Settlement Agreement (Appendix K) requires that the rubblemound groins be buried at the time of construction. This goal should be evaluated in terms of the volume of sand necessary to bury the rubblemound versus how much sand can be placed on the beach without impacting nearshore hardbottom. Results of these evaluations should be reported to, and discussed with, the Town of Hillsboro Beach during the design of each nourishment project.
- Dredging the ebb shoal at Boca Inlet may be less likely to require long term monitoring of adjacent nearshore hardbottom than dredging the remaining offshore sands because of the reduce probability of turbidity impacts to adjacent nearshore hardbottom.
- Maintain robust native salt tolerant dune vegetation to control wind blown sand. In areas immediately south of the pier seek to balance this goal with the recreational uses of the current dune area.
- The City should obtain and maintain long term permits to support beach nourishment activities. This will allow rapid responses in case of shoreline emergencies.

9. FUNDING CONSIDERATIONS

9.1. Funding Overview

Multiple federal, state, and local funding opportunities are available that may allow for cost-sharing of potential projects implemented under the CBMP, including the planning, permitting, design, and construction. The funding sources typically provide for project beneficiaries to pay project costs in proportion to the benefits they receive. The management of the City's beaches provide benefits to the general public as well as oceanfront upland property owners in the form of storm protection, recreation, wildlife habitat, and economic value to upland properties. The selected funding mechanism(s) for a project should consider the City's needs and project's eligibility requirements, while also acknowledging what is "fair and reasonable" to the community.

9.2. Federal Funding

9.2.1. Federal Emergency Management Agency

The Federal Emergency Management Agency (FEMA) provides aid to governments after declared emergencies. FEMA gets involved in two types of local beach nourishment projects, including the following:

- Emergency nourishments which are designed to reduce the threat to life public health and or safety, or eliminate threats to property that significant additional damage that would occur from a 5 year return period storm or less. This is also called Category B projects by FEMA.
- Repairs to public recreational facilities (including engineered beaches). These projects are referred to as Category G projects. This type of assistance is for repair of renourished public beaches. The stipulations are that the project be designed, constructed, and maintained according to a plan (such as this document). Many communities with eligible projects have used this type of funding to obtain significant reimbursement for damages from declared emergencies. Projects eligible for FEMA funding only replace sand lost during that one time storm event. Long term erosion is not considered eligible for replacement. Sand eroded from the upper beach profile and deposited below mean high water is not considered lost. FEMA expects this sand to eventually recover through transport back onshore.

It is recommended that the City of Deerfield Beach continue this planning, design and construction process with a secondary goal of establishing eligibility under FEMA guidelines such that if a single erosive event occurs from a declared emergency that repairs are eligible under this program. Additional details are found in (FEMA, 2009).

9.2.2. U.S. Army Corps of Engineers

The U.S. Army Corps of Engineers (USACE) is the federal entity responsible for the restoration and maintenance of select sandy beaches in the United States as storm protection. The USACE's authority to assist local communities with beach erosion projects is provided by the Water Resources Reform and Development Act (WRRDA), a federal statute generally reenacted every two years. Through this law, Congress can grant the USACE the legal and budgetary authority to assist states and local communities combating beach erosion. Federal funds to support projects authorized under WRRDA are appropriated annually through the Energy and Water Development Appropriations Act. Under WRRDA, Congressional authorization for a beach erosion project can take two forms:

- 1) An "individual project authorization", or
- 2) Under the USACE's Continuing Authorities Program – generally applicable to small scale projects and not applicable to recurring projects for beach preservation and not addressed in any detail here.

Through WRRDA, Congress can grant the USACE the direct authority to study, design, and construct a specific shore protection project. Where Federal "interest" can be justified, federal assistance may be provided by the USACE for the "Reconnaissance" and "Feasibility" level investigations of the beach erosion problem, detailed project design, initial construction with placement of sand on the beach, and periodic re-nourishment over the authorized life of the project, which is typically 50 years.

National competition for federal beach restoration funds is increasing substantially. Convincing Congress to include an individual project authorization in WRRDA can be a long and difficult process, commonly requiring five years or more with no guarantee of success. In spite of the difficulties, many communities have found it worthwhile in the long run to seek federal assistance for the restoration of their sandy beaches.

There are three requirements that must be met to earn an individual beach restoration project authorization from Congress.

- 1) The project must have a willing non-federal sponsor, such as a state or local government, able to partner with the USACE and share in the cost of the project.
- 2) The project must have a clear public benefit with sufficient public access to justify federal funding. Restoration of private beaches or projects that only benefit private property is rarely eligible for federal assistance.
- 3) The project must be economically justifiable. Before federal funds are expended to restore a beach, the USACE must find that the benefits to be derived from the project exceed the project costs.

There are six major steps in the planning, design, and construction of a federal beach restoration project as an individual project authorized by Congress. The time required to complete these six steps varies from project to project, however, the process takes a minimum of three years under the most favorable circumstances. The six steps are:

- Problem Perception - Local citizens or local government perceive or experience a shore erosion problem.
- Request for Federal Action - Local government officials contact their Congressman or Senator to request a study authorization.
- Congressional Approval for Reconnaissance Study - Congress authorizes and provides federal funds for the USACE to conduct a reconnaissance study of the beach erosion problem. At a typical 100% federal cost of about \$100,000, the Reconnaissance Study can require 12 to 18 months to complete.
- Feasibility Study - If the Reconnaissance Study favorably justifies federal interest, Congress can direct the USACE to proceed to a full Feasibility Study. These studies usually take 24 to 36 months to complete and commonly cost more than \$2 million. Usually, the federal government and the local sponsor split the cost of the Feasibility Study “50-50”. In the Feasibility Study, the USACE will assess the problem in detail, evaluate erosion control alternatives, and make a recommendation to Congress on whether the project should be considered for construction. Once completed, the Feasibility Study is submitted to USACE Headquarters in Washington D.C. for review and final approval.
- Congressional Authorization - Following a successful review and coordination with the Office of Management and Budget, the Assistant Secretary of the Army for Civil Works will transmit the feasibility study and design report to Congress for consideration. Congress may then choose to authorize the recommended project for construction in the Water Resources Development Act, and provide funding through an Energy and Water Development Appropriations Act to proceed.
- Project Implementation – Once Congress has authorized and funded the project, detailed construction drawings, plans and specifications are prepared, the project is bid, a construction contract is awarded, and construction of the project begins.

The City of Deerfield Beach is included in the federally authorized Broward County Shore Protection Project, as part of Segment I. The authorized project was revisited by the USACE a few years ago as part of a feasibility study. The USACE terminated the study in the City due to a perception there was insufficient storm damage reduction benefits to warrant federal funding. Based on the results this current planning effort, the USACE’s conclusion appears valid. Further pursuit of federal funding of a shore protection project under the USACE’s authority is not likely to be approved unless conditions change to improve the federal cost benefit ratio.

9.3. State Funding

The State of Florida provides funds for beach preservation through the Florida Beach Management Funding Assistance Program to assist local governments in the design, construction, and maintenance of beach and dune restoration projects. Projects must meet the following criteria:

- be accessible to the public
- be located on the Gulf of Mexico, Atlantic Ocean, or Straits of Florida
- be designated as a critically eroded area (as defined by the State)
- be consistent with the state's Strategic Beach Management Plan (SBMP).

The FDEP Office of Resilience and Coastal Protection oversees the program and has developed, in coordination with local sponsors and the USACE, the SBMP for the Southeast Atlantic Coast Region (FDEP, 2018) that includes the City's project area.

Under the state program, financial assistance up to 50 percent of project costs is available to Florida's county and municipal governments, community development districts, or special taxing districts for shore protection and preservation activities in areas that are publicly accessible. Eligible activities include beach restoration and nourishment, project design and engineering studies, environmental studies and monitoring, inlet management planning, inlet management activities to reduce adjacent beach erosion, dune restoration and protection, and other beach erosion prevention related activities.

Since its inception in 1964, the program has been a primary source of funding to local governments for beach erosion control and preservation activities. The State legislature recognizes the link between healthy beaches and a vibrant tourism economy and has consistently funded the program such that eligible communities will receive cost sharing. The State recognizes that the eligible communities may need to repair their beaches prior to State cost sharing and allows for reimbursement up to three years post-construction subject to public access and parking determination. All funding is granted on a reimbursable basis, such that the City would need to front the project costs and then apply for reimbursement. Details of the state funding five-step process are provided in Appendix I.

9.3.1. FDEP Critically Eroded Areas

Only sections of the state's shoreline deemed critically eroded by the FDEP are eligible for state cost sharing for coastal projects. A critically eroded area is defined by FDEP as:

"A segment of the shoreline where natural processes or human activity have caused or contributed to erosion and recession of the beach or dune system to such a degree that upland development, recreational interests, wildlife habitat, or important cultural resources are threatened or lost. Critically eroded areas may also include peripheral segments or gaps between identified critically eroded areas which, although they may be stable or slightly erosional now, their inclusion is necessary for continuity of management of the coastal system or for the design integrity of adjacent beach management projects (FDEP, 2014)."

Based on previous investigations and local government requests, the Florida Department of Environmental Protection (FDEP) has identified the southernmost 750 feet of the City's shoreline from around SE 7th Street to SE 10th Street as "critically eroded," as shown in Figure 10. At present, this is the only segment of the City's shoreline that is eligible for State funding. The City should pursue the FDEP designation of Critical Erosion for other sectors of the City's shoreline.

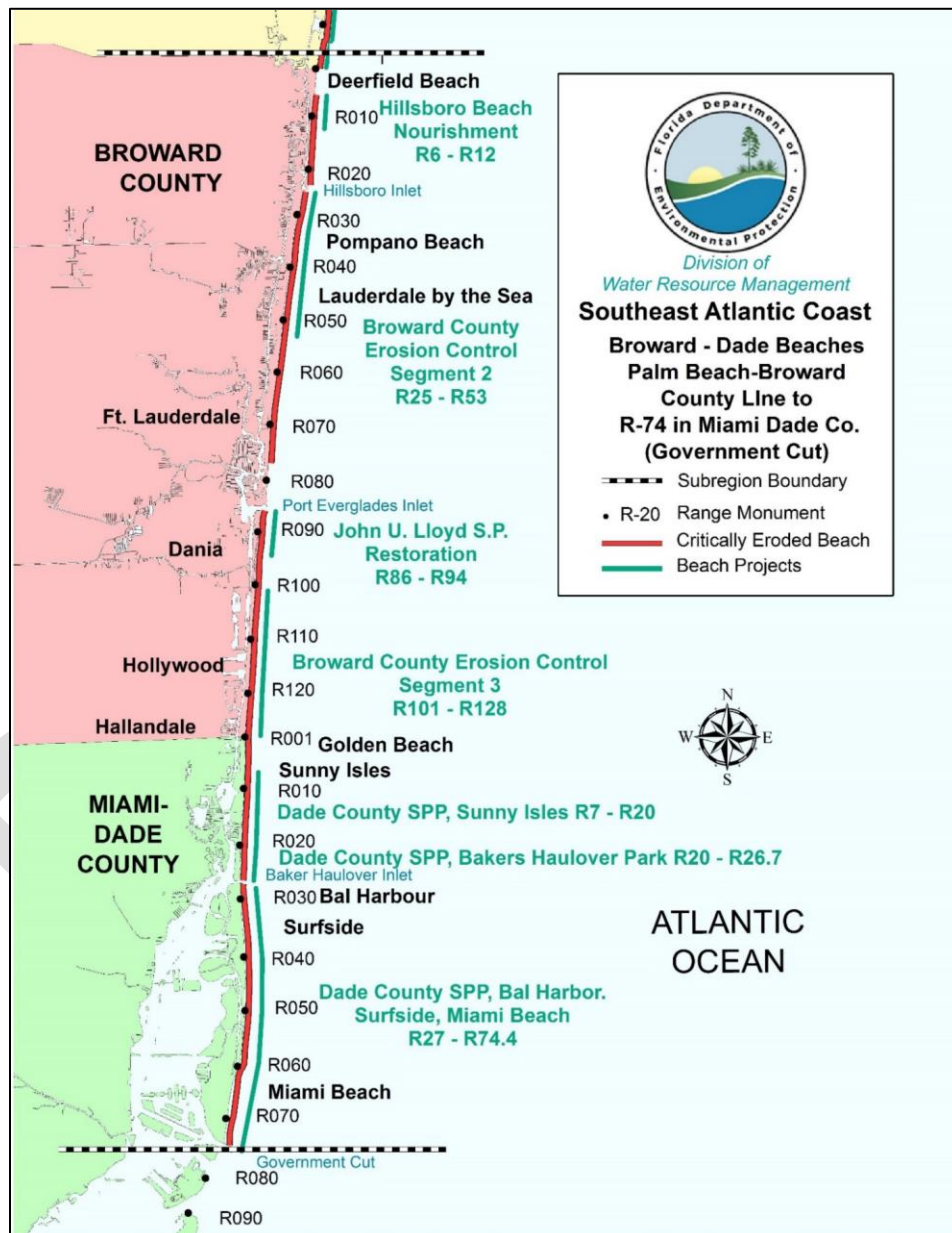


Figure 10: Locations of Critically Eroded Shoreline in Broward and Miami-Dade Counties.

9.4. Local Funding

While State and federal financial assistance programs for beach restoration projects may provide substantive funding for beach projects, they do require local communities to share in the cost of a project. A discussion of potential local funding mechanisms follows.

9.4.1. County General Revenue

County operating revenue is generated from ad valorem taxes, real and personal property taxes, and user fees with supplements from state and federal sources. The County Board of Commissioners has the authority to allocate funds to funding categories within their budget approval authority subject to restrictions placed on the use of the funds by state and federal authorities. Broward County utilizes general revenue funds for beach preservation projects. Some County funding was obtained for the City's 2015 nourishment project.

9.4.2. Special Assessment – Municipal Services Taxing Unit

A Municipal Services Taxing Unit (MSTU) is a form of a special taxing district created pursuant to §125.01, FS, which relies upon the imposition of special ad valorem taxes to meet specifically authorized and established purposes in a defined area, potentially including construction of beach erosion control projects. County Commissioners may enact a MSTU by majority vote or eligible voters in the defined area may pass a MSTU via referendum. This type of special taxing district has been used for beach projects in Florida (for example, St. Johns County established one for Ponte Vedre Beach).

In some cases, more than one MSTU benefit zone (i.e. oceanfront vs. non-oceanfront properties) may be appropriate to reflect beneficiaries within the improvement area in order to reflect different property owner benefits realized by the improvement. Once the millage rate for a particular property is established, it will remain in effect for the time period so designated by the MSTU. Taxes generated over the life of the MSTU will be proportional to assessed property values.

For the City of Deerfield Beach, the use of MSTU may not be appropriate as a large portion of the oceanfront parcels are owned by the City; therefore, little revenue would be generated for the oceanfront properties. Similarly, the recreational benefits of the beach extend to a broad geographical area including outside of the City limits, so an MSTU may not match the tax revenue compared to the recreational beneficiaries.

9.4.3. Municipal Services Benefit Unit

Under Florida law, a county can impose and collect a special assessment on properties that will benefit from a beach restoration or other erosion response project through the creation of a Municipal Services Benefit Unit (MSBU). An MSBU is a special assessment district authorized

by FS 125.01 to provide for improvements and/or services to a specifically defined area of the County and financed by a special assessment to only those citizens receiving the benefits of those improvements or services.

An MSBU may be initiated by either voter referendum or by a simple majority vote of the County Commission following a mandated process of detailed cost/benefit studies, public hearings, and property owner notifications. In the case of beach nourishment, benefits to each property owner will typically vary according to the property's proximity to the beach, beach frontage, and value. Assessments remain fixed for the duration of the MSBU even if factors affecting the benefit formula subsequently change. To provide for future beach re-nourishment and other maintenance, new assessments can be developed at the end of the prior assessment period.

There are three general characteristics associated with an MSBU:

1. The boundaries of a municipal service benefit unit are defined and may include all or part of the boundaries of a county or municipality;
2. The special assessment made within the MSBU boundary need not be uniform but must be reasonably related to the benefit that accrues to the property from the project constructed or the service provided; and,
3. The County has broad discretion in identifying the benefits of a project and in developing a methodology to apportion the benefits (and thus the costs) among the properties in the MSBU.

Benefits associated with beach and dune restoration are commonly quantified for two categories: (1) Storm Risk Reduction Benefits, and (2) Recreational Benefits.

For the City of Deerfield Beach, the use of MSBU may not be appropriate as a large portion of the oceanfront parcels are owned by the City; therefore, little revenue would be generated for the oceanfront properties. Similarly, the recreational benefits of the beach extend to a broad geographical area including outside of the City limits, so an MSBU may not match the tax revenue compared to the recreational beneficiaries.

9.4.4. Tourist Development Tax Revenues

Under Section 125.0104, Florida Statutes, counties are authorized to levy five separate Tourist Development Taxes (also called “Bed Taxes”) on transient rental transactions. Depending on which levy is imposed, the tax may be authorized by an extraordinary vote of the governing body or may require a referendum. Tax rates vary by county depending on a county’s eligibility to levy particular taxes. In Broward County the Tourist Development Tax rate is 6%. Generally, the revenues may be used for capital construction of tourist-related facilities, tourist promotion, and beach and shoreline maintenance; however, the authorized uses vary according to the particular bed tax levy chosen by a county.

Some county's elect to designate a fixed portion of the bed tax to public beach nourishment projects, rather than utilize ad valorem dollars. Broward County does not elect to finance beach nourishment projects in this manner. See Section 8.4.1. Nevertheless, the bed tax revenue generated from within the City can be used to encourage County Commissioners to return some ad valorem money directly to Deerfield for tourism supported projects (including the beach).

9.4.5. Local Option Sales Tax

A County may levy a Local Option Sales Tax (LOST) (Chapter 212.054, F.S.) and may choose to use all or a portion of this tax to fund beach plans or beach projects. This tax may only be extended by a referendum of the voters of the County, therefore the availability of this revenue is uncertain beyond the expiration date of the approved local sales tax. As the intent of this plan is for the City to manage its beaches, the ability to get a County wide sales tax to fund City beaches does not appear to be viable, unless all of the local (beach front and non-beach front) municipalities were in agreement.

9.5. Parking Revenue

The City has numerous parking spaces in and around the beach area which can be utilized by the public for a nominal fee. The revenue could be allocated to beach maintenance as the beach is the primary attraction to utilizing the spaces. While a viable source of revenue, it is recommended that other beach costs associated with the parking spaces (such as lifeguards) to be considered prior to allocating the revenue directly for beach program maintenance.

9.6. Preferred Funding Options

After consideration of all options, it is recommended that the City pursue the following funding paths:

1. Pursue State funding through annual Local Government Funding Request (LGFR) applications. Seek expansion of the critical erosion designation as appropriate.
2. Request ad valorem taxes from Broward County by balancing the collection of the Tourist Development Tax receipts from City hotel and motel establishments.
3. Set aside local ad valorem taxes to fund the rest of the program. The County usually requires at least 10% of the project costs be paid for by local municipalities.
4. Complete the planning, design, and construction of future nourishments to make them eligible for FEMA funding of storm damage repair projects. This will require the establishment of a long-term beach survey program.

10. ADDITIONAL CONSIDERATIONS

The intent of the CBMP is to assist the City in managing its beach, which is one of its most valuable assets. Additional related considerations were also evaluated as a result of discussions with City staff and members of the Marine Advisory Board, and other general items of interest.

10.1. Beach Maintenance

Seaweed. Sargassum seaweed is a naturally occurring flora that is found floating within the Gulfstream Current offshore of the City. Some of this seaweed is deposited on the beach where it will decay over time. The presence of the sargassum seaweed on the beach is a source of food for some wading birds. As a result, the Florida Fish and Wildlife Conservation Commission discourages the removal of the seaweed.

In recent years there has been occurrences of increased arrival of sargassum seaweed on the beaches of Florida, Texas, and Mexico. The increase has led to nuisance conditions where enjoyment of the beach is impeded. As a result, the City of Deerfield Beach should be prepared to manage this type of occurrence through the deployment of labor and/or equipment to effectively remove the seaweed. If an event occurs, it will occur County wide and coordination with Broward County on a unified effort should be pursued.

Buoy Maintenance. The City has implemented a boater exclusion zone near the beach that is marked with a series of buoys. The City should establish an annual contract with local commercial divers to maintain the buoy system on an as needed basis. The City lifeguards should be requested to assist with monitoring for any loss of buoys.

Pier Camera/Infrastructure Maintenance. The City has installed an underwater camera at the pier that feeds the image to the City's website for visitor interest and displays the conditions within the water column. It has become a popular asset and the City should plan and program for its maintenance over time.

Wind Blown Sand. A challenge of having sandy beaches is that strong winds transport sand via landward. Where the City has established dunes, the native vegetation will slow the majority of sand and deposit it in the dunes. In the Central Sector of the beach, the City has elected to maintain grass covered uplands. The vegetation low in height in this area does not slow wind-blown sand, which could be transported to the sidewalks and Ocean Way on intense wind conditions. The City has also installed sand fencing in some locations during parts of the year to reduce wind blown sand from reaching the sidewalk and Ocean Way. Recognizing the City's attempt to balance the recreation demand from its citizens and visitors who enjoy the grass covered dune with the need to manage the resulting wind blown sand, the installation of additional dune vegetation in front of the grass covered dunes should be considered where possible.

Trash. Popular beaches often attract visitors, and the increase in number of visitors can increase the volume of trash. Public education to remove trash from the beach should be continued to

reduce the need for clean up operations. The City should continue beach raking outside of sea turtle nesting season if trash levels become unmanageable.

10.2. Sea Level Rise

The effects of sea level rise on the water elevations of the Atlantic Ocean are regional and many municipalities around the state have begun to implement plans to address its impacts. The southeastern Counties have formed the South Florida Regional Climate Change Compact (SFRCCC) to share resources and knowledge of responses to sea level rise. The SFRCCC (2015) has published expectations of future water levels of 6 to 10 inches of sea level rise above 1992 values by 2030. The rise in mean sea level will affect the beaches by allowing storm waves and storm surge to reach further landward. This process can be mitigated by higher berm elevations. The City should continue to monitor actual water levels to determine how much and when a raise in the City berm elevation is warranted. The monitoring could be programmed to occur at each beach monitoring survey event.

Sea level rise will also affect the interior waters of the City and could influence flood events more frequently. While not the focus of this plan, the effects of sea level rise in the ocean will directly affect water levels in the Intracoastal Waterway, the tidal portion of the Hillsboro Canal, and all tidal finger canals. This may result in overtopping of low bulkheads, and backflows within unprotected storm drainage systems. Indirectly the increase in ocean water levels may affect the ground water salinities. Continued long term monitoring of the City's drinking water sources is likewise recommended.

10.3. Hurricane Preparedness

Beaches and dunes are the first line of defense against tropical storms and storm surges. Thus, they are a key part of the City's infrastructure. With FEMA willing to assist local governments after declared storms with repairs to the beach, it is imperative that the City have data to support a request to FEMA. This requires pre-storm surveys preferably collected to the depth of closure be performed. If that is not possible, wading depth profiles to describe the condition of the dry beach and dune system should be performed. It is also suggested that Unmanned Aerial Systems (UAS), or "drone", photographs be collected. Post-storm, a visual inspection should be performed, which may dictate whether a full survey is warranted.

10.4. New Technologies

Beach management in the City has traditionally been done through the use of groins, seawalls, and revetments to stabilize the shoreline and uplands, and in recent years, beach nourishment projects. The design and performance of these solutions is generally well understood but capital and maintenance costs associated with them can be high. As a result, private industry has brought many products to market with varying degrees of success and performance. Most of these new products

are considered innovative but are just variations of the traditional structures based on their installed location and orientation. Innovative projects have been met with varying degrees of success and performance, and are their relative success is often site-specific.

In 1989, the Florida Legislature enacted a law (161.082, Florida Statutes) that allows the FDEP to encourage the development of new innovative methods for dealing with the coastal erosion problems along the State's shorelines. The State's Local Government Funding Request program awards points to projects that incorporate innovative technologies. Chapter 62B-41.075 F.A.C. specifically provides regulatory guidance related to the permitting of experimental coastal construction projects using "new technology". Chapter 62B-41.003(30) F.A.C. defines new technology as "applied science proposed to solve a specific coastal erosion or related problem in Florida, about which the staff and professional engineering community have insufficient available information to predict the performance reliability for general application under a range of anticipated operational conditions and potential impacts to the coastal system." An innovative technology project includes adequate scientific, engineering, and design theory; properly located site with control sites; environmental concerns addressed; detailed experimental test plan, and compliance assurances (Woodruff, 2006).

Typically, an innovative technology project would require a minimum of three years of physical and biological monitoring to evaluate performance. The FDEP would also require the project to be removed if monitoring data found the project to not be effective. While some alternative technologies have been tried in the State of Florida under this program, none have proven to measurably improve the beach.

10.5. Population Growth

The U.S. Census Bureau estimates that the 2018 population of Broward County was 1,951,260 people up 11.6% since the last count in 2010. The growth in population coupled with the State's growth in tourism visits has increased the demand on the recreational amenities of Broward County including its public beaches.

The increased demand for use of the beach will require appropriate levels of public parking. While there is metered parking along Ocean Way and in the First Street parking lots, the surrounding streets have limited capacity to move traffic north and south and to the west along Hillsboro Boulevard. Long term traffic planning should account for the attraction that is the beach and a growing influx of visitors.

10.6. Public Input

The City solicited input and comments from the public during development of the Beach Management Plan, which are attached in Appendix J.

The public survey respondents consist of full time residents (83.9%), part time residents (8.5%) and visitors (7.6%). Out of the approximately 300 responses, 76.6% visit the beach regularly and

20.1% reported visiting every so often. The top three things the respondents love most about Deerfield Beach, comprising 86.2% combined, are: public access, convenience, and the grassy berm. Respondents reported they primarily come to Deerfield Beach for sunbathing/relaxing, diving, swimming and snorkeling, and volleyball. The majority of respondents (59%) said that there are just enough special events being held on the beach.

The respondents identified parking availability as the primary challenge they face when visiting the beach (58.1%), followed by too many people (38.4%), and lack of transportation options (bike, walk, bus, etc.) (27%).

Regarding marine conservation, the respondents would like to see more sea turtle conservation and protection, reef-related research, beach cleanups, educational series and native dunes implemented or continued. Of the steps that the City of Deerfield Beach has taken to protect the beach, the majority of the respondents value the dunes/vegetation, windscreen (used to keep sand on beach during high wind events), and beach nourishment. Moving forward, respondents would like to see resiliency considerations for Sea Level Rise, shoreline management activities, and recreational/economic benefits emphasized.

11. RECOMMENDED PLAN

A comprehensive Beach Management Plan for the City of Deerfield Beach includes the following recommendations:

1. Nourish the beach with beach compatible sand along the entire length of the City on an as needed basis. Most of the nourishment will be required on the South Sector of the beach, but other areas may need some sand after major storm events. Nourish the Central and South Sectors of the beach concurrently with the Town of Hillsboro Beach northern end every 5 years, or more frequently as needed, in accordance with the Settlement Agreement. Avoid impacts to nearshore hardbottom through prudent beach width design. Figure 11 represents the summary of the recommended plan for beach nourishment.
2. The beach nourishment program should be funded with State funding, County ad valorem taxes, and local ad valorem taxes. The current bed taxes being collected from within the City limits by the County can be “returned” to the City via County ad valorem tax appropriations.
3. Obtain long term state, County, and federal environmental permits to allow nourishment of the beach.
4. Monitor the beach through topographic and hydrographic surveys on a semiannual basis and cooperatively assess the results with the Town of Hillsboro Beach.

5. After storm occurrence, the City should seek post storm funding from FEMA for the City's designed, monitored, and maintained beach.
6. Continue support of County efforts to monitor sea turtle nesting activity on City beaches.
7. The City should restore the native salt tolerant dune vegetation within the dune system to control blowing sand. The need to control blowing sand over the dunes and the recreational goals of the community south of the fishing pier should be balanced.

DRAFT

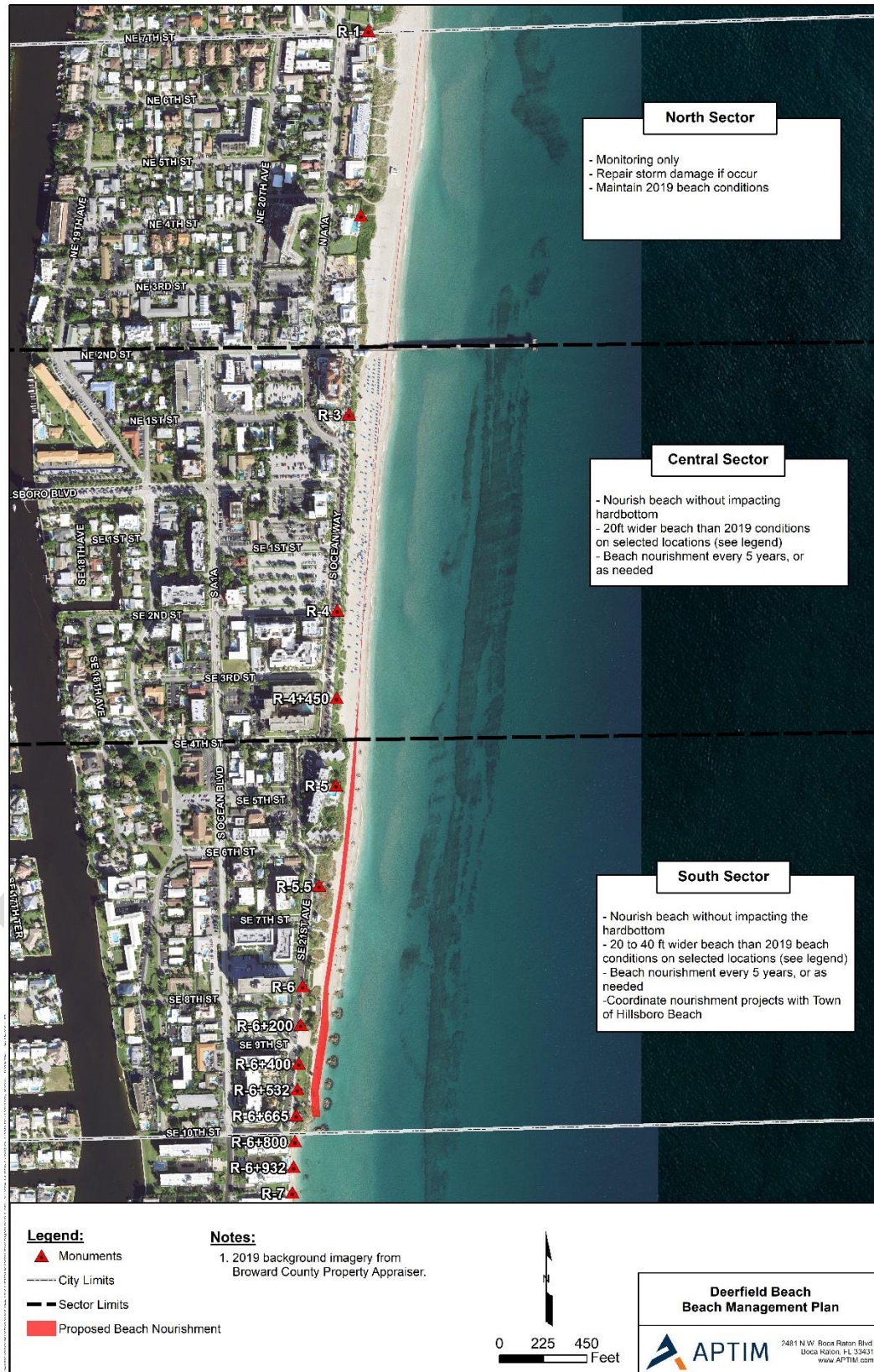


Figure 11: Deerfield Beach Recommended Beach Management Plan.

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DRAFT

**BEACH MANAGEMENT PLAN
DEERFIELD BEACH, FLORIDA**

**APPENDIX A
BEACH CONDITIONS**

Prepared for:

**City of Deerfield Beach
Broward County, Florida**

Prepared by:

Aptim Environmental & Infrastructure, LLC

**BEACH MANAGEMENT PLAN
DEERFIELD BEACH, FLORIDA**

**APPENDIX A
BEACH CONDITIONS**

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BEACH MANAGEMENT PLAN DEERFIELD BEACH, FLORIDA

APPENDIX A BEACH CONDITIONS

1. GENERAL

Evaluation of the beach conditions provides an understanding of the coastal processes affecting the beaches in the City of Deerfield Beach (City) and the system's response to management strategies that have been previously implemented. The City conducted an initial nourishment in March 1998 and has conducted periodic renourishments since. Periodic assessments are appropriate to determine shoreline and profile adjustments to the beach as a result of storms of varying intensities and other natural/unnatural forces. Studies of the City's beaches have been completed in the past, but no formal Comprehensive Beach Management Plan has been developed or adopted.

This evaluation of beach conditions was primarily based on beach profile surveys collected over a time period between May 2011 and February 2019. Only beach profiles collected at Florida Department of Environmental Protection (FDEP) R-Monuments within this time period were considered. The profile surveys analyzed were representative of the May 2011, April 2015, and February 2019 conditions and were collected by CSI, CB&I, and APTIM, respectively. Other survey data sets were collected during this time period, but did not cover the full extent of the City or were only conducted to wading depth. Cross-section plots of the historic beach profiles are shown in Appendix A-1.

The full extent of the City's beach was divided into the following three (3) sectors: North Sector (R-1 and R-2), Central Sector (R-3 and R-4), and South Sector (R-5 to R-7). Each sector was evaluated for the long term (2011 to 2019) and recent (2015 to 2019) trends, including: beach shoreline changes, beach volumetric changes, and sand placement events.

Some of the shoreline and volumetric changes may be influenced by the timing of the surveys with respect to storm events and the implementation of management strategies. During this study time period, the City's coastline was impacted by numerous tropical storm systems and a multitude of Nor'easter storm events. Such storms have a significant impact on a coastline and a single event can account for the majority of the changes experienced in a given year. A summary of these temporal relationships is shown in

Table 1. The storm events identified do not include all of the storms that impacted the City's coastline during this period.

Boca Raton Inlet influences the City's beaches through natural and mechanical bypassing of sand. According to the FDEP Strategic Beach Management Plan for the Boca Raton Inlet (FDEP, 2018) an annualized bypassing objective of 83,000 cubic yards/year has been established for Boca Raton Inlet. Actual quantities bypassed in any year will vary from this annualized goal.

Table 1: Summary of Beach Profiles Surveys and Storm Events.

Survey Date	Storm Date	Storm Event Name
May 2011		
	July 2011 August 2011 August 2011 October 2011 October 2012	Tropical Storm Bret Tropical Storm Emily Hurricane Irene Nor'easter Storm Hurricane Sandy
July 2013		
	July 2013 June 2014	Tropical Storm Dorian Hurricane Arthur
April 2015		
	May 2015 September 2016 October 2016 August 2017 September 2017 October 2017 September 2018	Tropical Storm Ana Tropical Storm Julia Hurricane Matthew Tropical Storm Emily Hurricane Irma Tropical Storm Philippe Tropical Storm Gordon
February 2019		

2. SHORELINE CHANGES

A shoreline change analysis provides an understanding of the beach's response to storm events and to subsequent periods of calm wave conditions. The average shoreline changes and annualized shoreline changes within the City during the periods between May 2011 to April 2015, April 2015 to February 2019, and May 2011 to February 2019 are shown in Table 2 and Table 3, respectively.

The shoreline was approximated by the mean high water (MHW) line which is defined at +0.37 feet, NAVD88 (Figure 1). The MHW value was determined from the NOAA tide gauge at Lake Worth Pier (Station 8722670). The shoreline changes were not adjusted to account for sand placement activities such as beach nourishments, dune maintenance, or storm repairs.

The analysis indicates:

North Sector: Between May 2011 and April 2015, the shoreline of the North Sector advanced approximately 20.4 feet. Between April 2015 and February 2019, the shoreline of the North Sector retreated 28.6 feet. The North Sector retreated 8.2 feet between May 2011 and February 2019.

Central Sector: The Central Sector presents a mixture of shoreline advance and retreat for R-

3 and R-4 for the time periods May 2011 to April 2015 and April 2015 to February 2019. Shoreline retreats were measured to be 7.8 feet, 12.2 feet, and 20.0 feet, for the May 2011 to April 2015, April 2015 to February 2019, and May 2011 to February 2019 time periods, respectively.

South Sector: The R-6 shoreline advanced approximately 35.7 feet between May 2011 and April 2015, which is attributable to a renourishment event in 2015. The entire South Sector advanced approximately 13.7 feet between May 2011 and April 2015. Between April 2015 and February 2019, all profiles retreated and the sector had an average shoreline retreat of approximately 52.5 feet. The South Sector retreated approximately 38.8 feet between May 2011 and February 2019.

Between May 2011 and February 2019, the average City shoreline retreated approximately 25.2 feet. Individual profiles within the City exhibit both shoreline advance and retreat. Generally, magnitudes of shoreline retreat increase from the northern to the southern City limits.

Table 2: Shoreline Changes.

Profile	Effective Length (ft)	May 2011 to April 2015	April 2015 to February 2019	May 2011 to February 2019
R-1	476	-5.5	-7.5	-13.0
R-2	988	32.9	-38.8	-5.9
R-3	1,018	-18.9	0.4	-18.5
R-4	954	4.0	-25.7	-21.7
R-5	972	24.1	-10.4	13.7
R-6	1,054	35.7	-67.1	-31.4
R-7	532	-48.7	-100.6	-149.3
North Sector Shoreline Change (feet)		20.4	-28.6	-8.2
Central Sector Shoreline Change (feet)		-7.8	-12.2	-20.0
South Sector Shoreline Change (feet)		13.7	-52.5	-38.8
City-Wide Shoreline Change (feet)		8.2	-33.4	-25.2

The annualized shoreline changes for the various time periods considered are shown in Table 3. From May 2011 to April 2015 all sectors present an average annualized shoreline advance. The April 2015 to February 2019 and May 2011 to February 2019 annualized shoreline change values indicate shoreline retreat.

Table 3: Annualized Shoreline Change.

Profile	Effective Length (ft)	May 2011 to April 2015	April 2015 to February 2019	May 2011 to February 2019
R-1	476	0.3	-2.0	-1.7
R-2	988	9.3	-10.1	-0.8
R-3	1,018	-2.5	0.1	-2.4
R-4	954	3.9	-6.7	-2.8
R-5	972	4.5	-2.7	1.8
R-6	1,054	13.4	-17.5	-4.0
R-7	532	7.0	-26.2	-19.2
North Sector Change (feet/year)		6.4	-7.5	-1.1
Central Sector Change (feet/year)		0.6	-3.2	-2.6
South Sector Change (feet/year)		8.7	-13.7	-5.0
City-Wide Shoreline Change (feet/year)		5.5	-8.7	-3.2

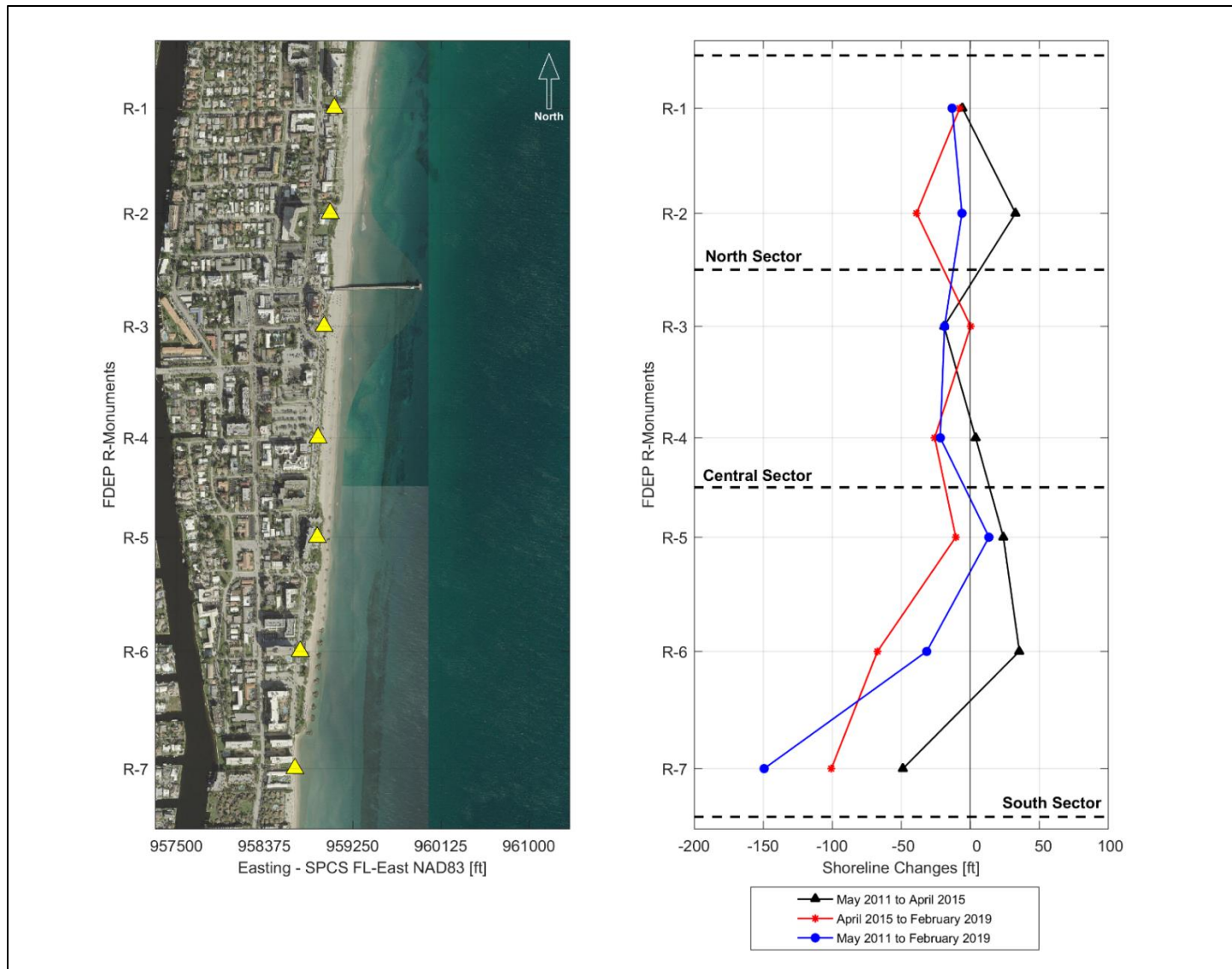


Figure 1. MHW Shoreline Changes.

The annualized shoreline changes, Table 3, from May 2011 to February 2019 were compared to previously reported shoreline change rates from 1980 to 1996 and from 1993 to 1996, Table 4, (CSI, 1997). The annualized shoreline changes are graphically compared to the historic shoreline changes in Figure 2.

From the trends of shoreline recession and advancement between the various time periods analyzed, it was determined that the recent time periods are generally reflective of the previously observed longer term trends. There is greater confidence in the more recent data sets and therefore, the May 2011 to February 2019 and April 2015 to February 2019 time periods were primarily used in the analysis included in this Beach Management Plan.

Table 4: Historic Annualized Shoreline Change.

Profile	Effective Length (ft)	1980 to 1996*	1993 to 1996*	May 2011 to February 2019
R-1	476	0.8	-3.8	-1.7
R-2	988	1.0	5.8	-0.8
R-3	1,018	0.7	-7.3	-2.4
R-4	954	0.2	-1.2	-2.8
R-5	972	0.2	7.1	1.8
R-6	1,054	1.0	-0.2	-4.0
R-7	532	-2.2	-15.3	-19.2
North Sector Change (feet/year)		0.9	2.7	-1.1
Central Sector Change (feet/year)		0.5	-4.3	-2.6
South Sector Change (feet/year)		0.0	-0.6	-5.0
City-Wide Change (feet/year)		0.4	-1.0	-3.2

* Values from the 1997 Long Range Beach Renourishment Plan by CSI

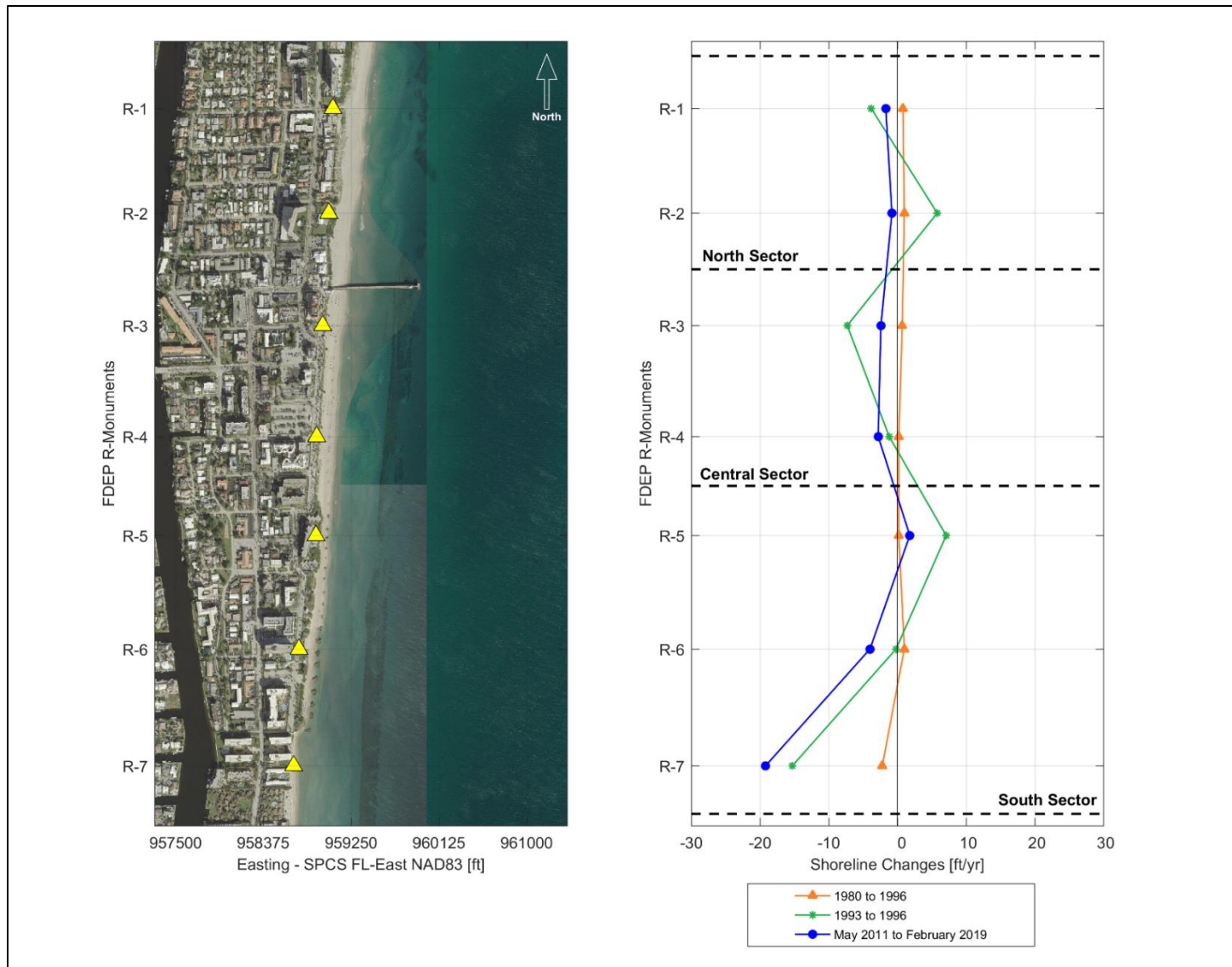


Figure 2: Historic Annualized Shoreline Change.

3. NET VOLUMETRIC CHANGES

The shoreline can be indicative of the condition of the dry beach, but a better representation of the beach condition is the volume of sand within the profile. Natural onshore and offshore movement of sand will occur throughout the year causing the shoreline to fluctuate, though the beach may maintain its volume. A volumetric change analysis was performed based on the same surveys used in the shoreline change analysis.

A volumetric change analysis from the landward limit of sequential survey profiles to the offshore depth of closure (DOC), -20.0 feet NAVD88, was conducted to understand performance of the entire beach profile. Results of the volumetric analysis are shown in Table 5 and Figure 3. The net changes over the entire analysis between May 2011 and February 2019 and April 2015 to February 2019 are shown in Figure 4 and Figure 5. This provided an understanding of the distribution and movement of sand alongshore within the City.

The following results were deduced from the analysis:

North Sector: Between May 2011 and April 2015, there was a volumetric gain of approximately 74,390 cubic yards within this sector. This gain is likely attributed to periodic sand bypassing events completed at Boca Raton Inlet. Between April 2015 and February 2019, there was a net volumetric loss of approximately 5,650 cubic yards in the sector. Resulting in a net volumetric gain of approximately 68,740 cubic yards in the North Sector. The North Sector profiles have previously been considered stable.

Central Sector: The Central Sector measured a volumetric gain of 50,070 cubic yards and volumetric loss of 49,450 cubic yards between the time periods May 2011 to April 2015 and April 2015 to February 2019, respectively. These volumetric changes result in a net volumetric gain of approximately 620 cubic yards between May 2011 to February 2019. This sector has been previously considered to be stable and did not receive sand as part of a nourishment project in the time periods considered.

South Sector: Between May 2011 and April 2015, the South Sector measured a volumetric gain of approximately 44,260 cubic yards. Note: this loss does not consider the volume of sand added as part of a renourishment project. The volumetric loss measured between April 2015 and February 2019 was 53,280 cubic yards. The net volumetric loss for the South Sector between May 2011 and February 2019 is approximately 9,020 cubic yards. This reach has historically been considered erosional and a portion of it has been designated as critically eroded by FDEP.

The City has experienced a net volumetric gain of approximately 60,340 cubic yards between May 2011 and February 2019. Note: this volume does not take the fill volumes from renourishment projects into consideration. The majority of the city-wide volumetric gain is in the North Sector, which is likely being supplied with sand from bypassing at Boca Raton Inlet.

Table 5: Net Volumetric Changes.

Profile	Effective Length (ft)	May 2011 to April 2015	April 2015 to February 2019	May 2011 to Feb 2019
R-1	476	8,020	17,340	25,360
R-2	988	66,370	-22,990	43,380
R-3	1,018	24,080	-25,240	-1,160
R-4	954	25,990	-24,210	1,780
R-5	972	40,270	-22,520	17,750
R-6	1,054	14,990	-12,970	2,020
R-7	532	-11,000	-17,790	-28,790
North Sector Volume Change (CY)		74,390	-5,650	68,740
Central Sector Volume Change (CY)		50,070	-49,450	620
South Sector Volume Change (CY)		44,260	-53,280	-9,020
City-wide Volume Change (CY)		168,720	-108,380	60,340

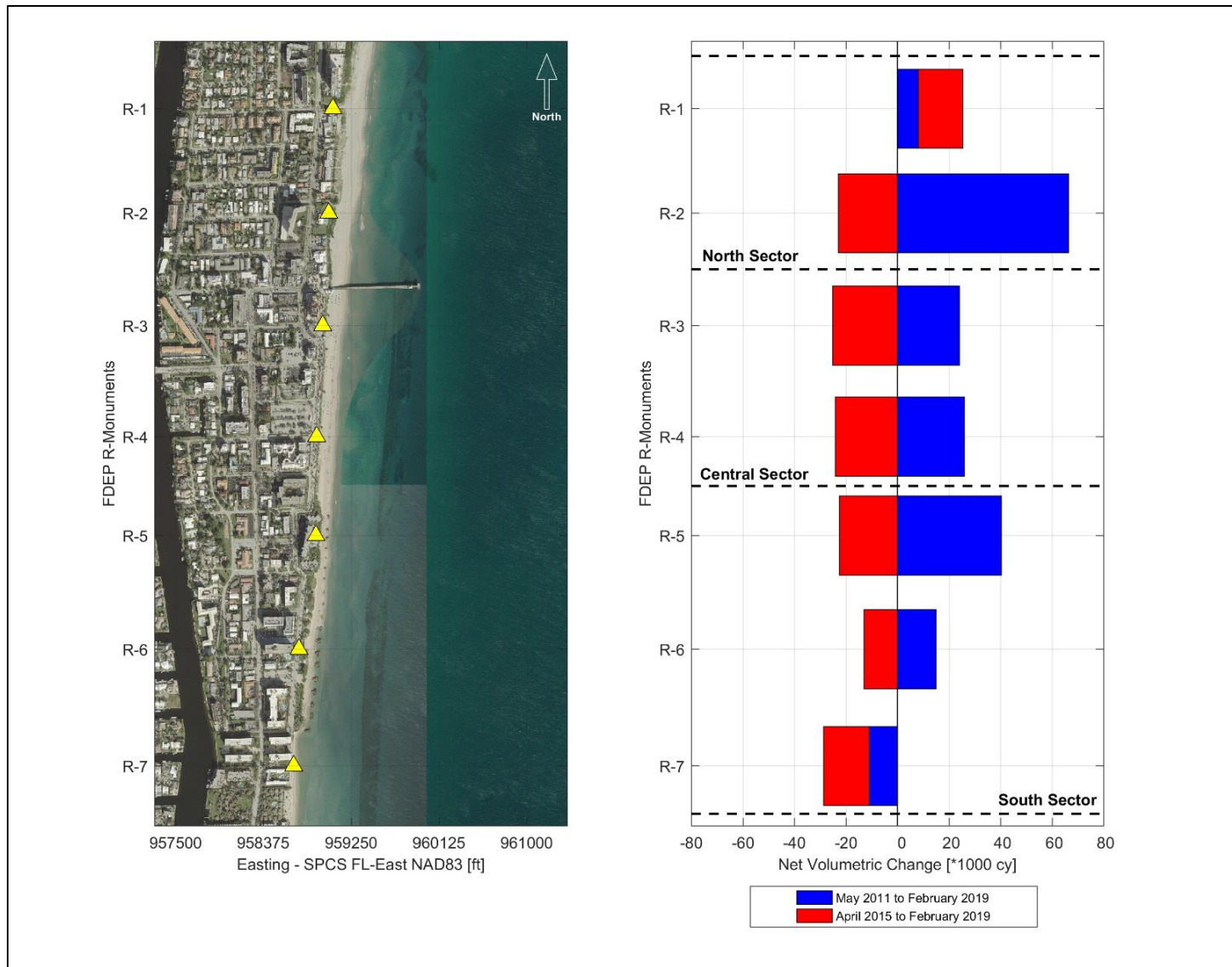


Figure 3: Net Volumetric Changes between 2011 and 2019.

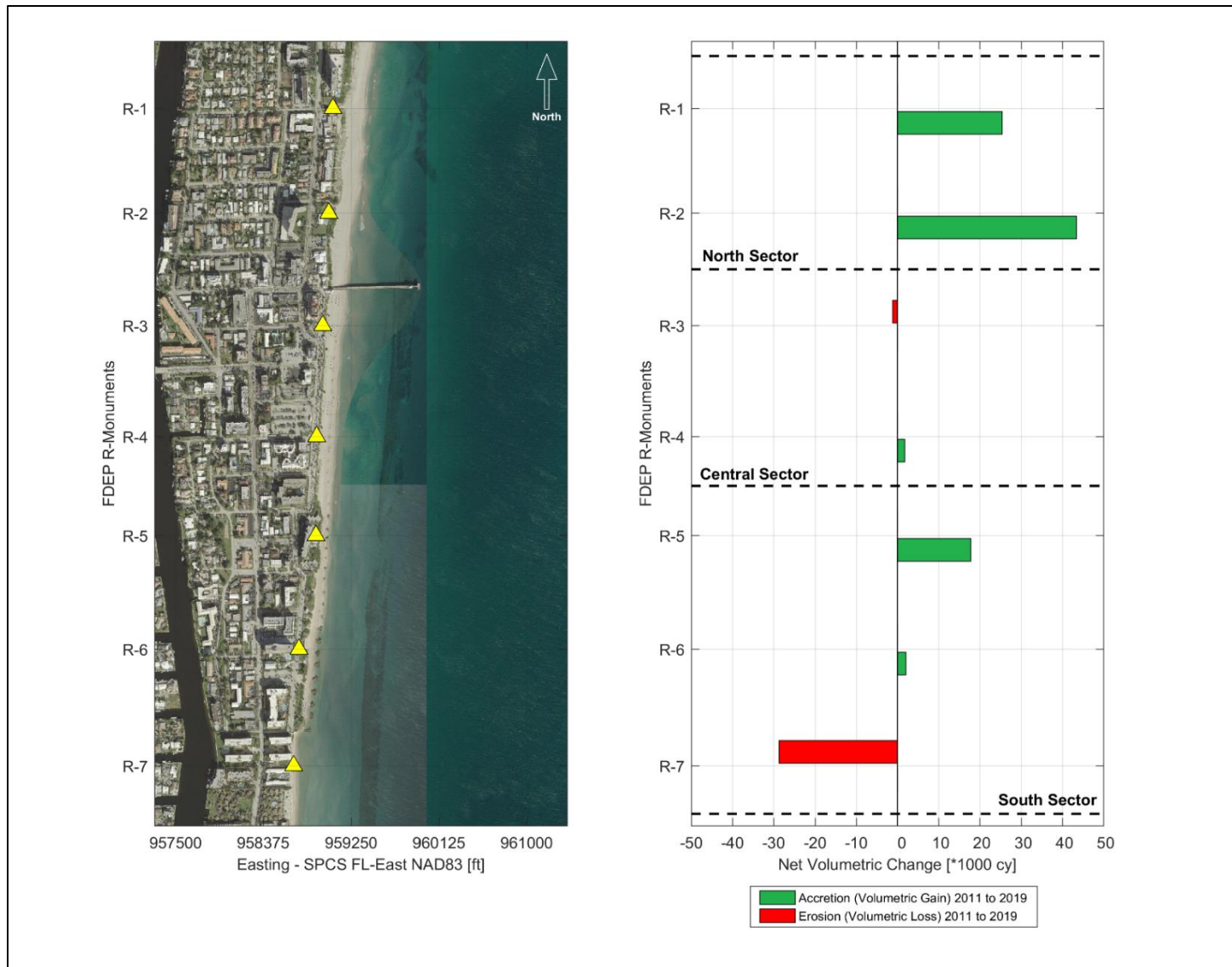


Figure 4: Net Volumetric Changes between May 2011 and February 2019.

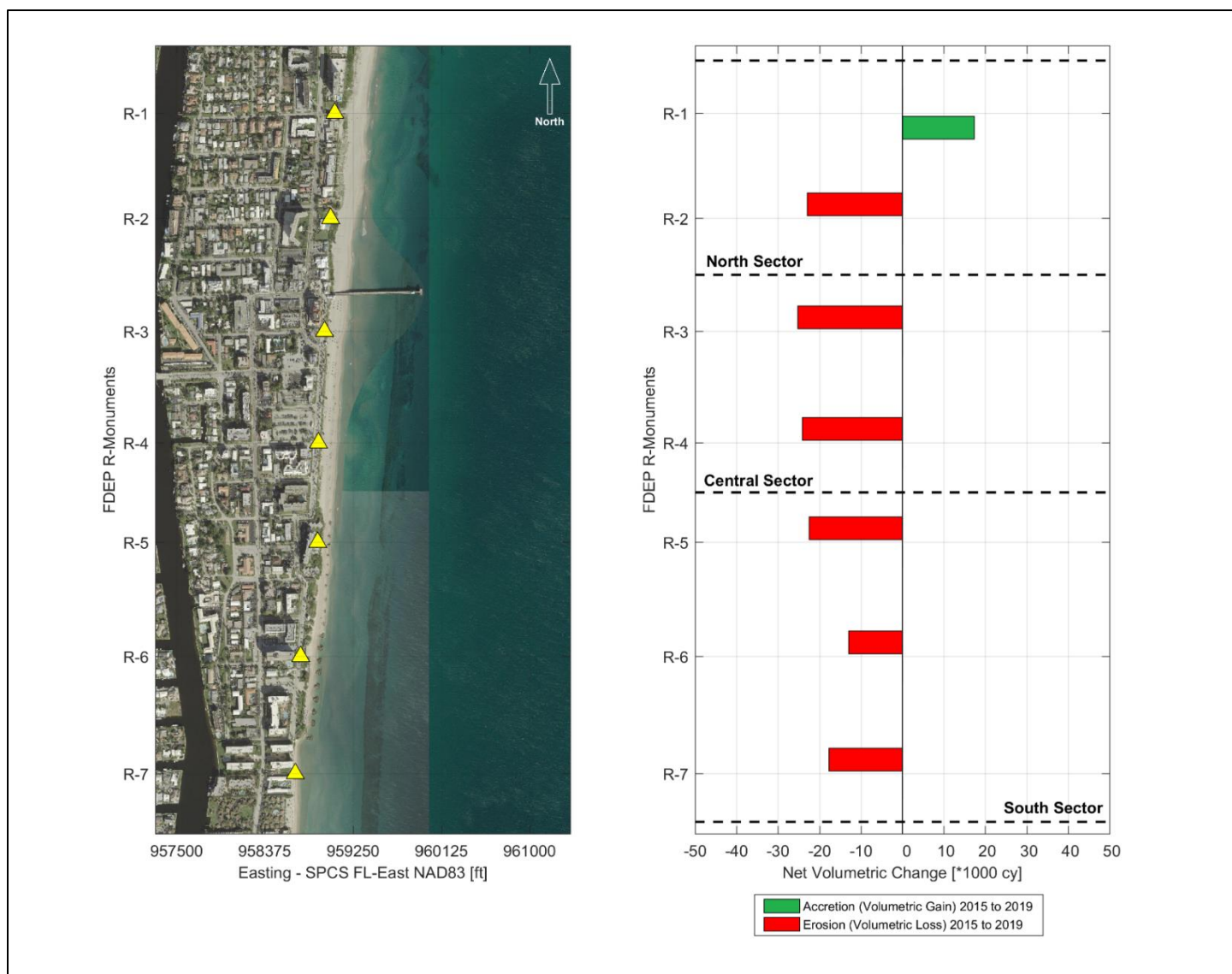


Figure 5: Net Volumetric Changes between April 2015 and February 2019.

A second volumetric analysis was performed to assess the cross-shore distribution of the net volumetric changes between the time periods May 2011 to February 2019 and April 2015 to February 2019. This helped to understand the cross-shore movement of sand within the beach profiles. For example, storm events tend to erode sand from the upper portion of the profile depositing it offshore in bar formations and then during calm wave conditions the bar tends to migrate back onshore. Realizing that sand transported longshore can mask (or amplify) the true cross-shore processes, the analysis indicates if there is an imbalance. Imbalances can be identified as locations where there are both gains and erosion across the profile.

For the cross-shore analysis, the volumetric changes were calculated for every 5 feet of elevation from the DOC (-20.0 feet) to above +15.0 feet. All elevations were referenced to NAVD88. The results of this analysis are shown in Tables 6 and 7 and Figure 6 and 7.

- Above +15.0 feet to +5.0 feet – This represented changes in the berm and upland features.
- +5.0 feet to -5.0 feet – This represented changes in the swash zone. This is the most active portion of the beach profile.
- -5.0 feet to -20.0 feet – This represents changes in the nearshore profile of the beach.

Understanding that the net volumetric changes reported include sand placement events, the analysis over the time periods between May 2011 to February 2019 and April 2015 to February 2019 revealed the following:

North Sector: There were generally volumetric gains across the entire beach profile for both analyzed time periods at R-1. This suggests that prior sand placement events have been effective at stabilizing the beach profile and offsetting the historic rates of erosion. However, R-2 presents differing volumetric patterns in the nearshore and offshore regions between the two time periods. This indicates that performance of the sector may be decreasing.

Central Sector: Between May 2011 and February 2019, there was a volumetric loss across the upland portion of the beach profile and volumetric gains in the nearshore and offshore. This suggests that sand is being redistributed cross-shore. However, between April 2015 and February 2019, there were volumetric losses in the nearshore and offshore region and small volumetric gains in the upland portion. This indicates that sand has been lost from the beach profile.

South Sector: Generally, there was a volumetric loss of sand from the upland portion of the beach profile and a volumetric gain in the nearshore and offshore regions for both May 2011 to February 2019 and April 2015 to February 2019 time periods. This indicates that sand is being redistributed cross-shore within the beach profile.

Table 6: Cross-shore Distribution of Net Volumetric Changes between 2011 and 2019.

Cross Shore Volumetric Changes (cy) between May 2011 and February 2019									
Profile	Effective Length	Above +15.0	+15 to +10	+10 to +5	+5 to 0	0 to -5	-5 to -10	-10 to -15	-15 to -20
R-1	476	1,490	6,300	1,570	-1,390	1,100	1,170	6,590	8,530
R-2	988	50	5,090	320	-980	-790	6,950	13,910	18,830
R-3	1,018	0	440	-2,040	-4,760	-3,720	-4,800	8,080	5,640
R-4	954	0	-600	-880	-3,280	210	60	2,130	4,140
R-5	972	0	20	170	2,010	6,820	1,110	2,920	4,700
R-6	1,054	0	420	-4,130	-7,930	-4,050	60	7,420	10,230
R-7	532	0	-70	-5,170	-14,150	-13,170	-1,860	-850	6,480

Table 7: Cross-shore Distribution of Net Volumetric Changes between 2015 and 2019.

Cross Shore Volumetric Changes (cy) Between April 2015 and February 2019									
Profile	Effective Length	Above +15.0	+15 to +10	+10 to +5	+5 to 0	0 to -5	-5 to -10	-10 to -15	-15 to -20
R-1	476	1,230	2,290	1,950	440	-310	4,410	1,710	5,620
R-2	988	50	3,890	3,610	-5,590	-10,590	-7,970	-10,520	4,130
R-3	1,018	0	850	2,150	1,030	-4,990	-9,950	-7,930	-6,400
R-4	954	0	730	1,160	-2,400	-1,710	-9,540	-8,760	-3,690
R-5	972	0	460	-1,520	-650	2,330	-6,850	-9,800	-6,490
R-6	1,054	0	320	-120	-11,590	-12,720	-730	2,550	9,320
R-7	532	0	-210	-2,490	-7,870	-9,670	-2,100	-2,150	6,700

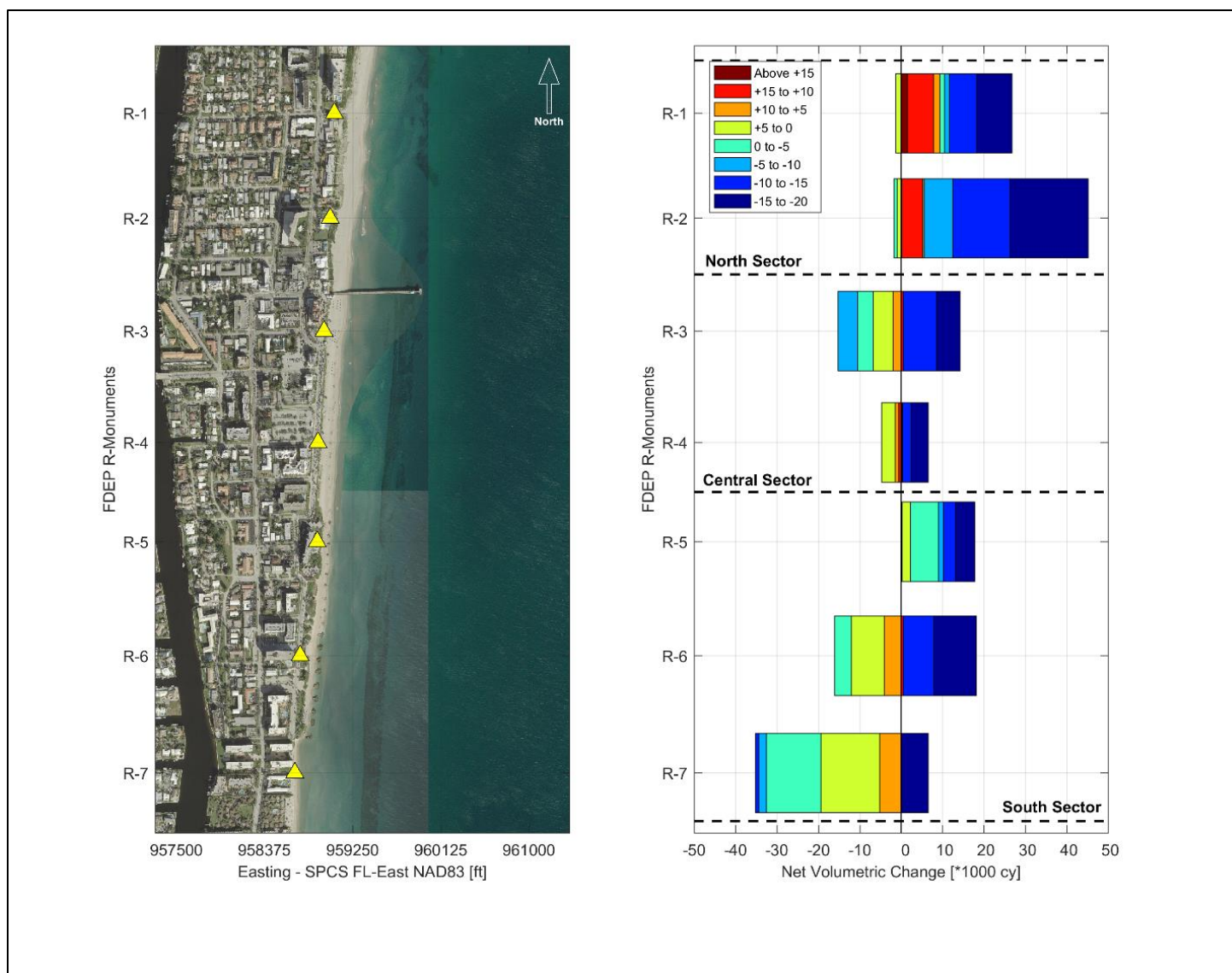


Figure 6: Cross-shore Distribution of Net Volumetric Changes between 2011 and 2019.

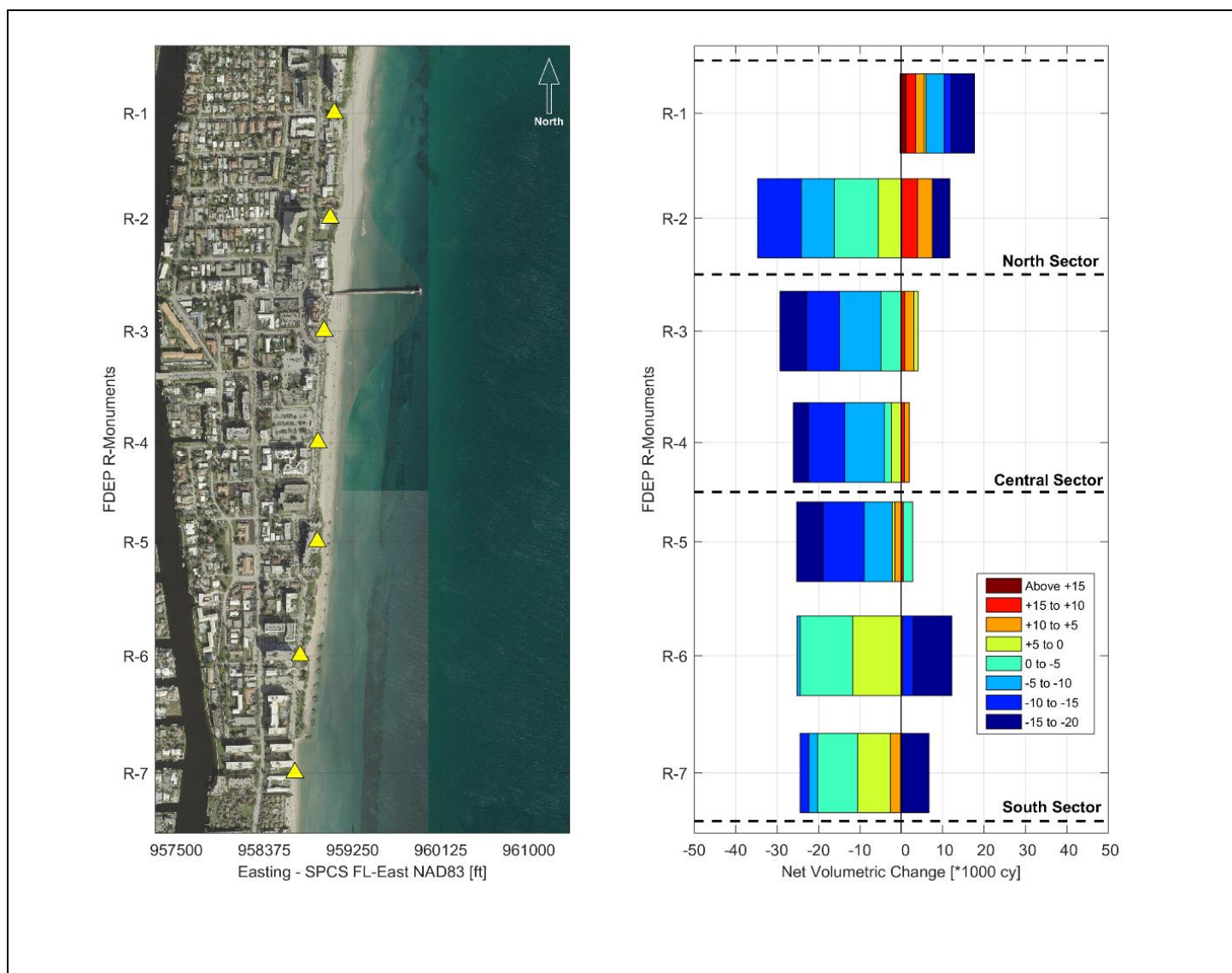


Figure 7: Cross-shore Distribution of Net Volumetric Changes between 2015 and 2019.

4. VOLUMETRIC CHANGES WITHOUT NOURISHMENT

The volumetric changes excluding sand placement provides an understanding to the actual gains and losses within the City that would otherwise be masked by the placement of sand. From the net volumetric changes and prior sand placement, the volumetric changes without nourishment can be determined as described by Equation 1,

$$\Delta V_{\text{without nourishment}} = \Delta V_{\text{net}} - V_{\text{sand placed}} \quad [\text{Equation 1}]$$

where:

$$\begin{aligned} \Delta V_{\text{without nourishment}} &= \text{Volumetric change without nourishment} \\ \Delta V_{\text{net}} &= \text{Net volumetric change} \\ V_{\text{sand placed}} &= \text{Volume of sand placed} \end{aligned}$$

Approximately 24,980 cubic yards of sand was placed as part of the renourishment project conducted in 2015 (2015 construction records). Removing this volume of fill placed from the direct volumetric change presents a larger amount of erosion at R-6. The beach performance without nourishment more closely aligns with previously observed long term trends within the City.

The South Sector presents a gain of 19,280 cubic yards between May 2011 and April 2015 without nourishment. City-wide, the beaches contained approximately 143,740 cubic yards more sand in April 2015 than in May 2011, as seen in Table 8.

Table 8: Volumetric Changes without Nourishment May 2011 to April 2015.

May 2011 to April 2015				
Profile	Effective Length (ft)	Direct Volume Change (CY)	Fill Placed (CY)	Volume Without Nourishment (CY)
R-1	476	8,020	0	8,020
R-2	988	66,370	0	66,370
R-3	1018	24,080	0	24,080
R-4	954	25,990	0	25,990
R-5	972	40,270	0	40,270
R-6	1054	14,990	24,980	-9,990
R-7	532	-11,000	0	-11,000
North Sector Volume Change (CY)		74,390	0	74,390
Central Sector Volume Change (CY)		50,070	0	50,070
South Sector Volume Change (CY)		44,260	24,980	19,280
City-wide Volume Change (CY)		168,720	24,980	143,740

Calculated volumetric changes without beach nourishment for the time periods of May 2011 to April 2015, April 2015 to February 2019, and May 2011 to February 2019 are shown in Table 9. The volumetric analyses present a net volumetric gain of approximately 35,360 cubic yards between May 2011 to February 2019 throughout the City (Table 9). Both the North and the Central Sectors were accretional from May 2011 to February 2019. The South Sector was erosional in the net volumetric change between 2011 and 2019, and was the only sector to receive fill during this time period. This indicates sand placement events have not sufficiently offset the natural loss of sand.

Trends from the long term volumetric changes present accretion in the North Sector, stability in the Central Sector, and erosion in the South Sector. However, volumetric changes differ at each sector between the intermediate time periods of May 2011 to April 2015 and April 2015 to February 2019. Continued monitoring is recommended to monitor beach performance and identify hot spots and long-term trends.

Table 9: Summary of Volumetric Changes without Nourishment.

Profile	Effective Length (ft)	May 2011 to April 2015 (CY)	April 2015 to February 2019 (CY)	May 2011 to February 2019 (CY)
R-1	476	8,020	17,340	25,360
R-2	988	66,370	-22,990	43,380
R-3	1018	24,080	-25,240	-1,160
R-4	954	25,990	-24,210	1,780
R-5	972	40,270	-22,520	17,750
R-6	1054	-9,990	-12,970	-22,960
R-7	532	-11,000	-17,790	-28,790
North Sector Volume Change (CY)		74,390	-5,650	68,740
Central Sector Volume Change (CY)		50,070	-49,450	620
South Sector Volume Change (CY)		19,280	-53,280	-34,000
City-wide Volume Change (CY)		143,740	-108,380	35,360

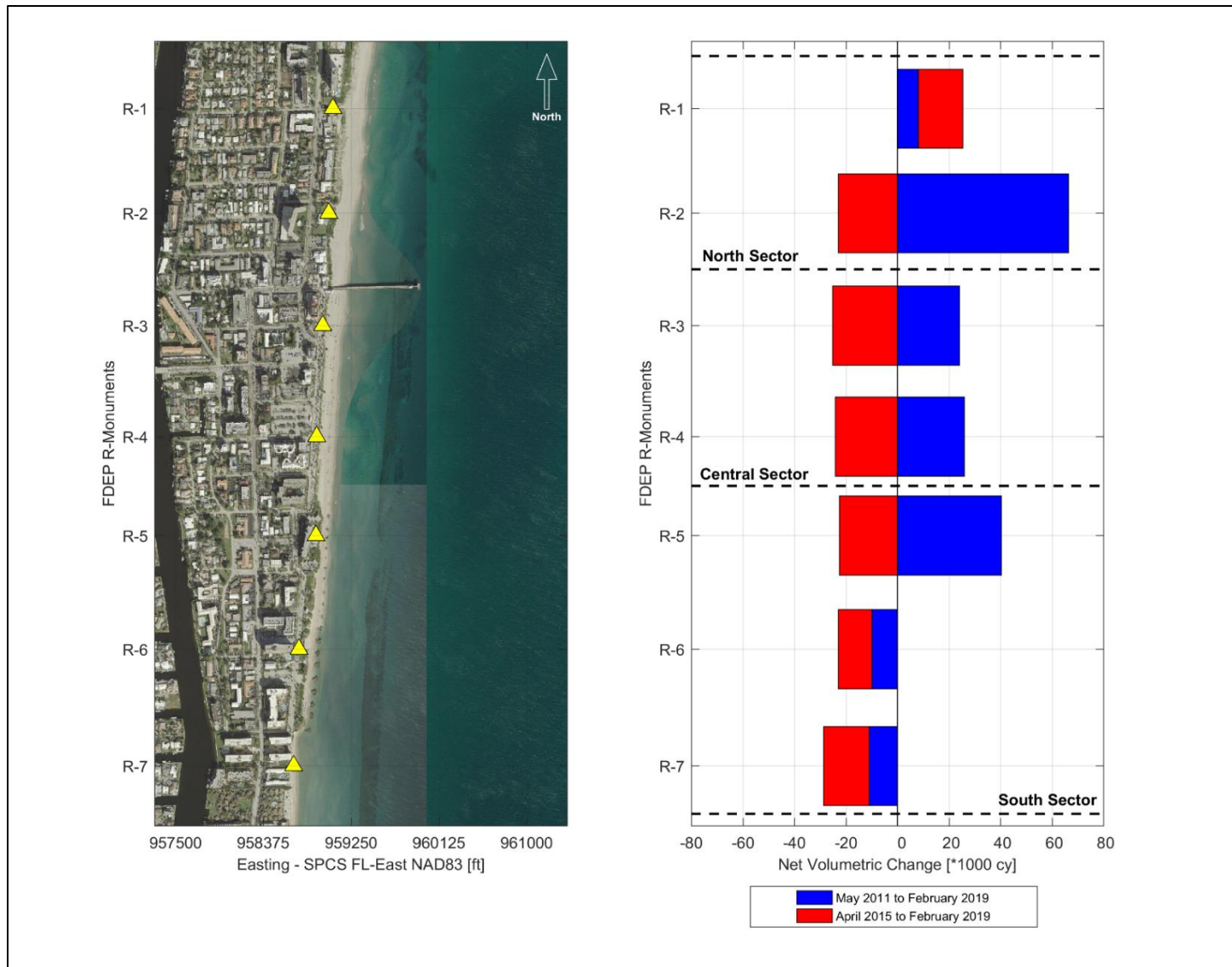


Figure 8: Volumetric Changes without Nourishment.

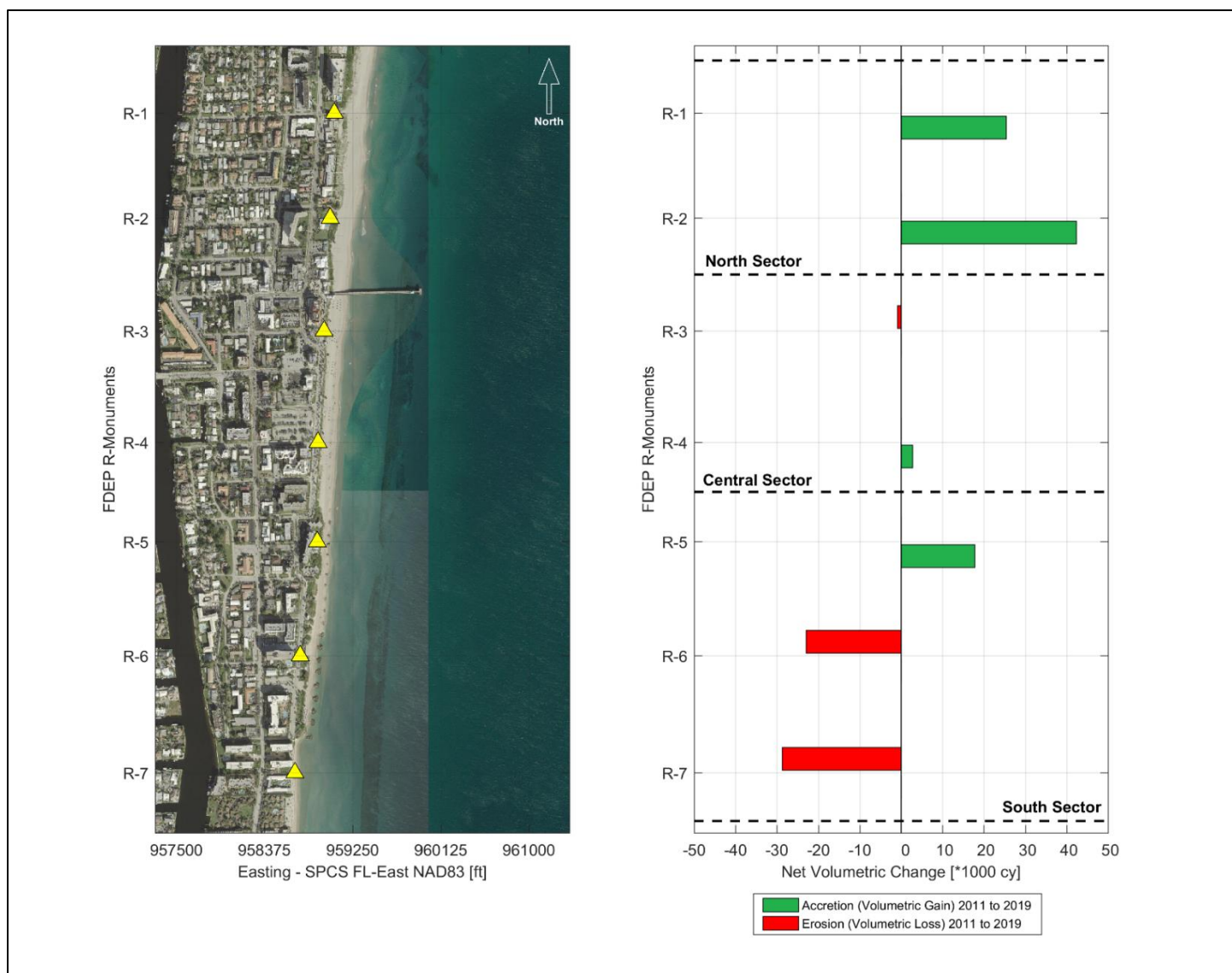


Figure 9: Volumetric Changes without Nourishment for May 2011 to February 2019.

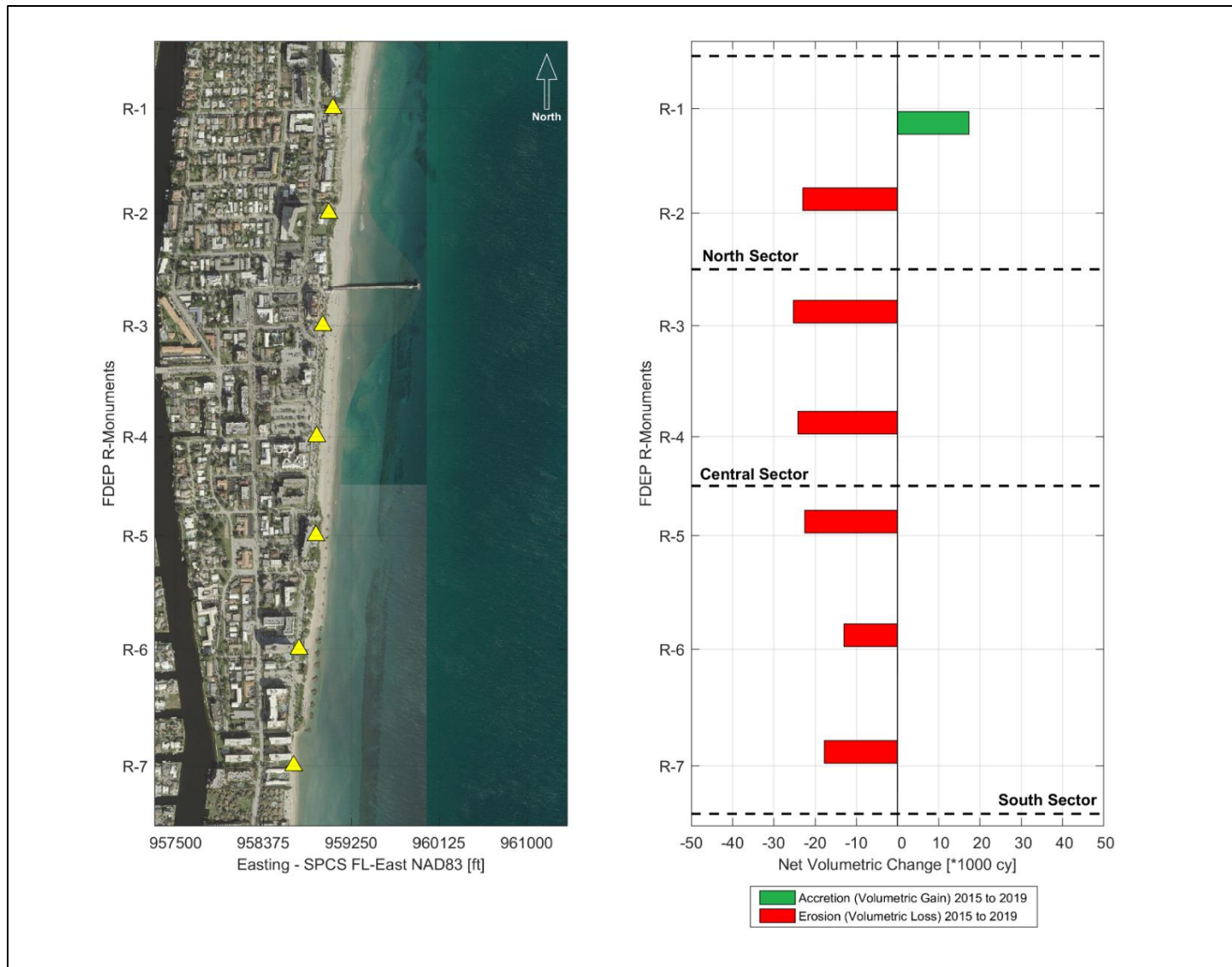


Figure 10: Volumetric Changes without Nourishment for April 2015 to February 2019.

5. SEDIMENT BUDGET

Wave forces acting on a coastline cause sediment transport. The direction and the rate of transport is dependent upon the wave height, wave angle relative to the shoreline, offshore slope of the profile, sediment grain size, nearshore hardbottom, coastal structures, and proximity to inlets, etc. The transport quantities can be used to develop a sediment budget. An estimate of the sediment budget within Deerfield Beach is beneficial for assessing the need, extents, magnitude, and long-term performance of management strategies being considered.

The volume calculations were performed landward of the depth of closure (DOC) -20.0 feet NAVD88. While sediment is known to move cross-shore during certain wave climates, estimating volumetric changes offshore to the DOC negates this cross-shore redistribution. Thus, the volumetric changes can be primarily attributed to the longshore movement of sediment.

The longshore transport rate was determined from the results of the analysis for the volumetric changes without nourishment as shown in Table 10. Two different time periods were analyzed to better represent a longer-term volume changes (2011 to 2019) and the volume changes in the recent years (2015 to 2019). The change at each profile was annualized over the corresponding periods examined. The annualized changes at each profile were summed from north to south (R-1 to R-7) to develop the longshore transport curve. Sediment transport from north to south was assumed.

The FDEP Strategic Beach Management Plan for the Boca Raton Inlet includes an annualized bypassing objective of 83,000 cubic yards to be placed downdrift of the inlet, between monuments R-223 and R-227, immediately north of Deerfield Beach city limits. To define the rate of sediment input at the northern end of the City, this bypass volume was taken into account along with the annualized volume changes in the City of Boca Raton profiles R-223 to R-227 from 2011 to 2018 (longer-term) and 2015 to 2018 (recent years), as shown in Table 10. The surveys were obtained from the FDEP website (<https://floridadep.gov/water/beach-field-services/content/regional-coastal-monitoring-data>).

Based on the assumed transport rate entering the City at the north of 48,547 cubic yards/year for the longer-term period and 57,087 cubic yards/year on recent years, the transport throughout the City was from north to south as shown in Figure 11. Positive values denote north to south transport, while negative values denote south to north transport. The transport through the entire City limits is north to south. A leftward slope in the curve indicates a decrease in sediment transport thus representing accretion, vertical portions of the curve denote stable areas, and a rightward slope denotes an increase in sediment transport and erosion as consequence.

The following provides a brief description of the observed trends for the long-term and recent time periods:

North Sector: Between 2011 and 2019 the North Sector section of the beach was predominantly accretional, while the recent years data (2015 to 2019) show an erosional trend.

Central Sector: Between 2011 and 2019 the Central Sector section showed stable conditions, while during recent years it showed erosional trend.

South Sector: Both long-term and recent years analysis show an increase in sediment transport, which reflects in erosional trends for the South Sector section. The order of magnitude of the longshore transport for recent years is larger and the transport slope is steeper.

The sediment budget also provided a basis for quantifying the volume of sand that the City would need to place on an annual basis to offset historical erosion. To do this, the accretional areas were extracted so that they would not reduce the losses experienced in the erosional areas. The loss of sand within the erosional areas of the City was estimated at approximately -6,805 cubic yards/year in the longer period analyzed (2011 to 2019) as shown in Table 11. However, the recent years (2015 to 2019) show an increase in the loss of sand of -32,730 cubic yards/year. The main change was a substantial increase of volume loss in the Central Sector, going from -149 cubic yards/year to -12,874 cubic yards/year, and in the South Sector, from 6,805 cubic yards/year to -13,871 cubic yards/year. Additionally, the North Sector was accretional in the longer period analyzed and became erosional in the shorter period analyzed.

Table 10: Sediment Budget.

R-Mon	Distance (ft)	Volumetric Changes above DOC between May 2011 and February 2019				Volumetric Changes above DOC between April 2015 and February 2019			
		Volume Change (cy)	Fill Placed (cy)	Without Nourishment Annualized (cy/yr)	Longshore Transport Rate (cy/yr)	Volume Change (cy)	Fill Placed (cy)	Without Nourishment Annualized (cy/yr)	Longshore Transport Rate (cy/yr)
					83,000				83,000
R-223 to R-227*	4,285	181,390	0	25,913	57,087	103,360	0	34,453	48,547
R-1	476	25,360	0	3,267	53,820	17,340	0	4,514	44,032
R-2	988	43,380	0	5,589	48,231	-22,990	0	-5,985	50,018
R-3	1018	-1,160	0	-149	48,380	-25,240	0	-6,571	56,589
R-4	954	1,780	0	229	48,151	-24,210	0	-6,303	62,892
R-5	972	17,750	0	2,287	45,864	-22,520	0	-5,863	68,754
R-6	1054	2,020	24,980**	-2,958	48,822	12,010	24,980**	-3,377	72,131
R-7	532	-28,700	0	-3,698	52,520	-17,790	0	-4,631	76,763
R-223 to R-227	4,285	181,390	0	25,913	57,087	103,360	0	34,453	48,547
North Sector	1464	68,740	0	8,856	48,231	-5,650	0	-1,471	50,018
Central Sector	1972	620	0	80	48,151	-49,450	0	-12,874	62,892
South Sector	2558	-8,930	24,980	-4,369	52,520	-28,300	24,980	-13,871	76,763

* Volumetric change between June 2011 and June 2018.

** April 2015 beach fill between monuments R-6 to R-6.6.

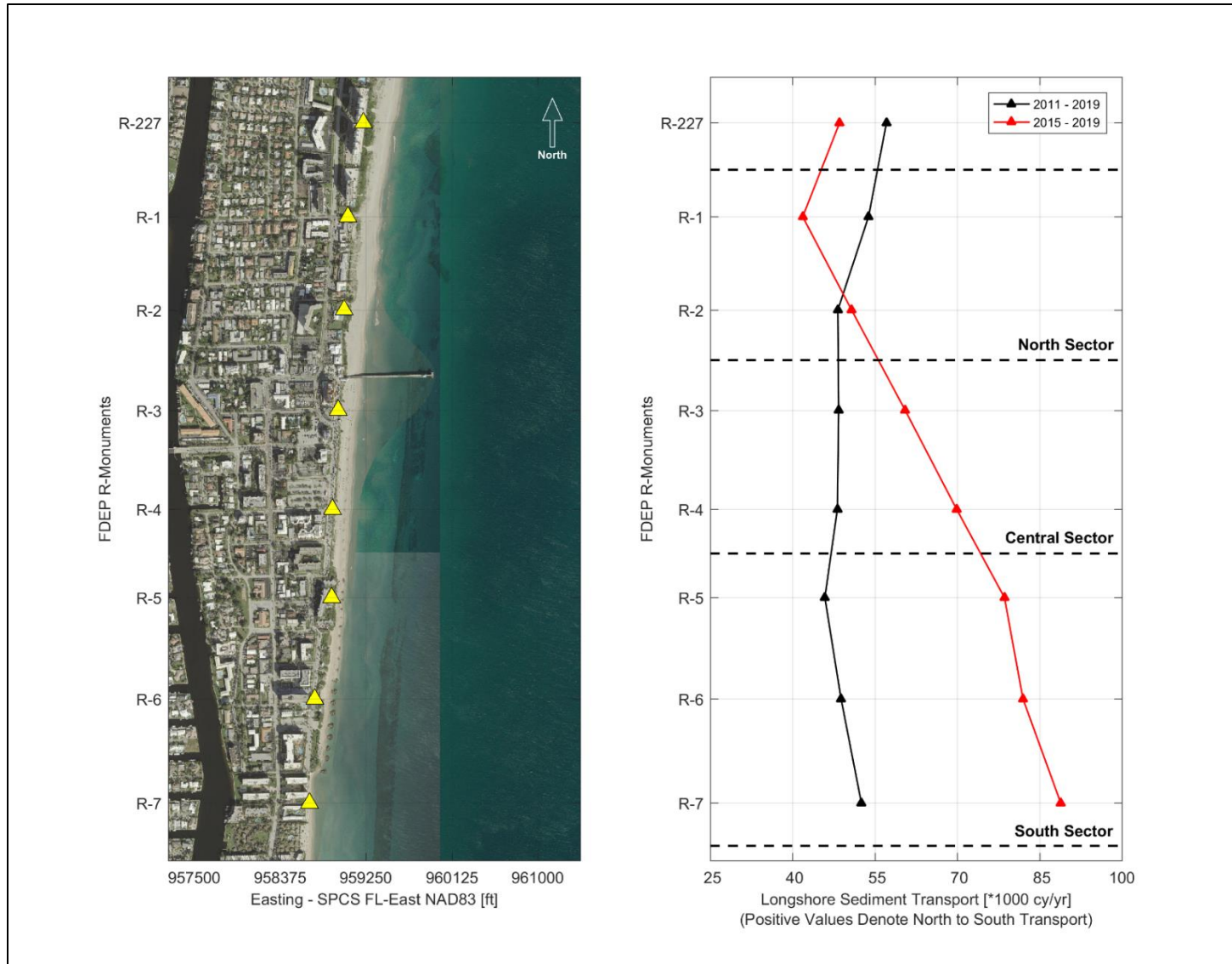


Figure 11: Sediment Budget.

Table 11: Annualized Loss Within Erosional Areas.a

R-Mon	Distance (ft)	May 2011 to February 2019		April 2015 to February 2019	
		Annualized Volumetric Change Without Nourishment (cy/yr)	Losses Within Erosional Areas (cy/yr)	Annualized Volumetric Change Without Nourishment (cy/yr)	Losses Within Erosional Areas (cy/yr)
R-1	476	3,267	-	4,514	-
R-2	988	5,589	-	-5,985	-5,985
R-3	1018	-149	-149	-6,571	-6,571
R-4	954	229	-	-6,303	-6,303
R-5	972	2,287	-	-5,863	-5,863
R-6	1054	-2,958	-2,958	-3,377	-3,377
R-7	532	-3698	-3,698	-4631	-4,631
North Sector	1464	8,856	-	-1,471	-5,985
Central Sector	1972	80	-149	-12,874	-12,874
South Sector	2980	-4,369	-6,656	-13,871	-13,871
R-1 to R-7	2558	4,567	-6,805	-28,216	-32,730

6. SUMMARY

The beach conditions analysis was primarily performed based on survey data collected between May 2011 and February 2019. The North and Central Sectors are considered stable or accretional in the time period from May 2011 to February 2019, but are considered erosional in the time period from April 2015 to February 2019. The South Sector is considered erosional for both time periods considered.

The volumetric change within the City is approximately +35,360 cubic yards without nourishment between May 2011 and February 2019 and approximately -108,380 cubic yards between April 2015 and February 2019. However, if only the erosional sections are considered, the City would have to nourish at a rate of approximately 6,820 cubic yards/year based off the 2011 to 2019 time period and 32,730 cubic yards/year based on the 2015 to 2019 time period. Beach nourishment efforts by the City has placed approximately 24,980 cubic yards along the City's beaches over the last 8 years. This volume of material has not offset the erosional stresses. Further monitoring is recommended to further refine this analysis.

The sediment budget analysis for the long-term and recent time periods show difference in trends and magnitude of the longshore drift, with overall change to erosional or increase in erosional trends. To offset the historical erosion, the loss of sand within the erosional areas of the City was estimated at approximately -6,805 cubic yards per year in the longer period analyzed (2011 to 2019), and -32,730 cubic yards per year in the recent years (2015 to 2019).

7. REFERENCES

Coastal Systems International, Inc. (CSI), March 1997. Long Range Beach Renourishment Plan for Hillsboro Beach, Broward County, Florida. Prepared for Town of Hillsboro Beach.

Florida Department of Environmental Protection (FDEP) Division of Water Resource Management, May 2018. Strategic Beach Management Plan: Southeast Atlantic Coast Region.

**BEACH MANAGEMENT PLAN
CITY OF DEERFIELD BEACH**

**APPENDIX A-1
HISTORIC BEACH PROFILES**

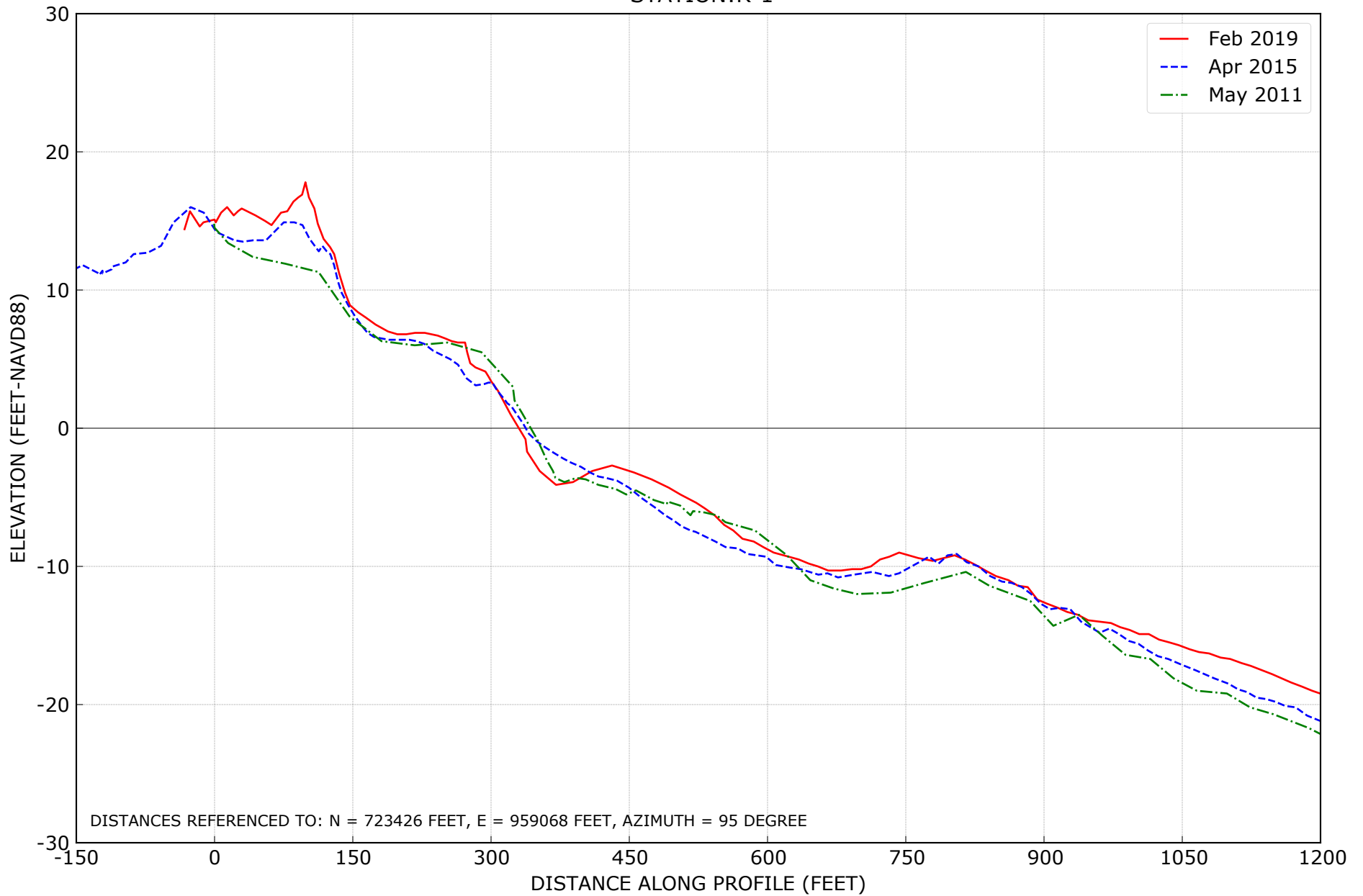
Prepared for:

City of Deerfield Beach

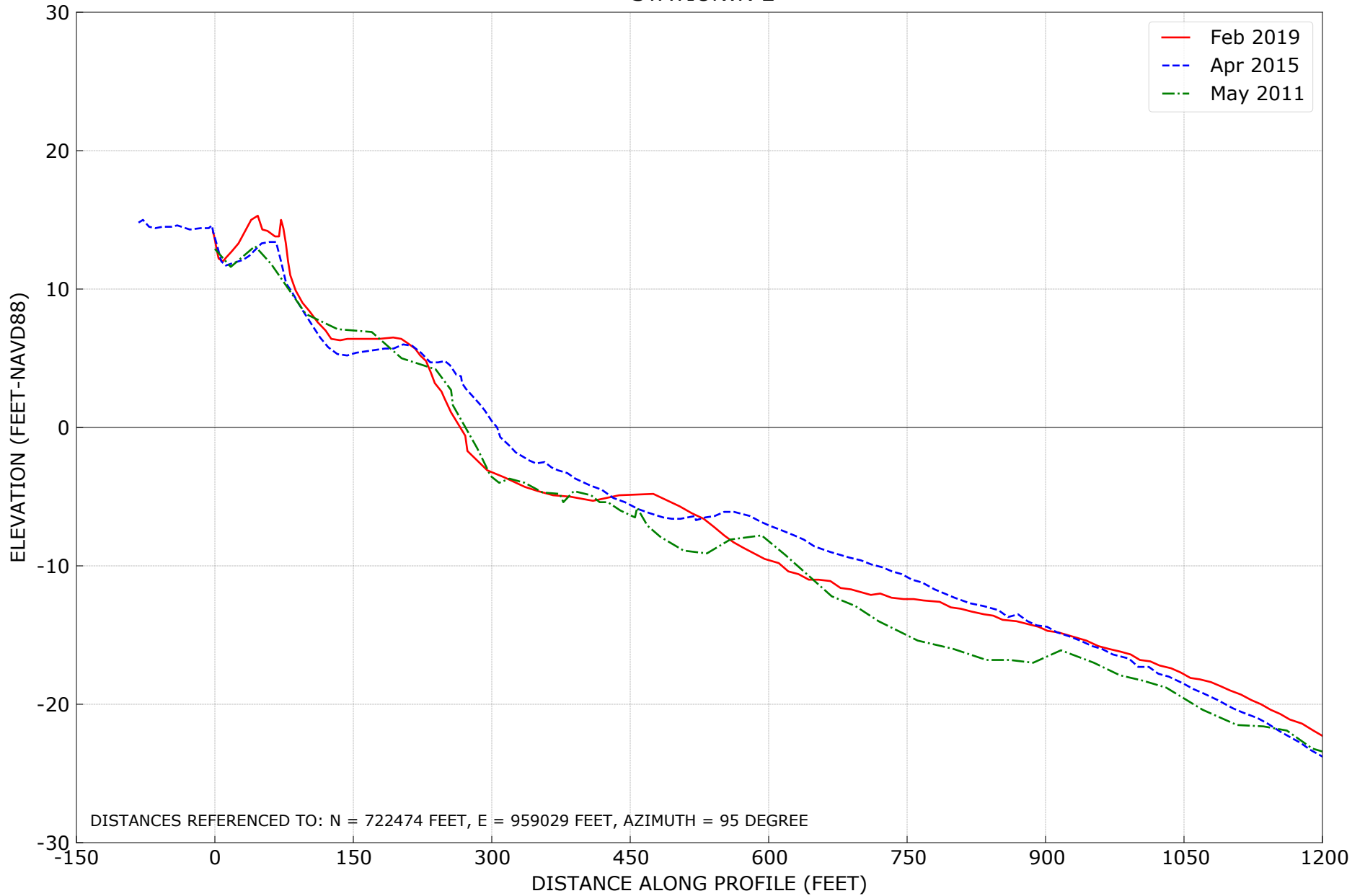
Prepared by:

Aptim Environmental & Infrastructure, LLC

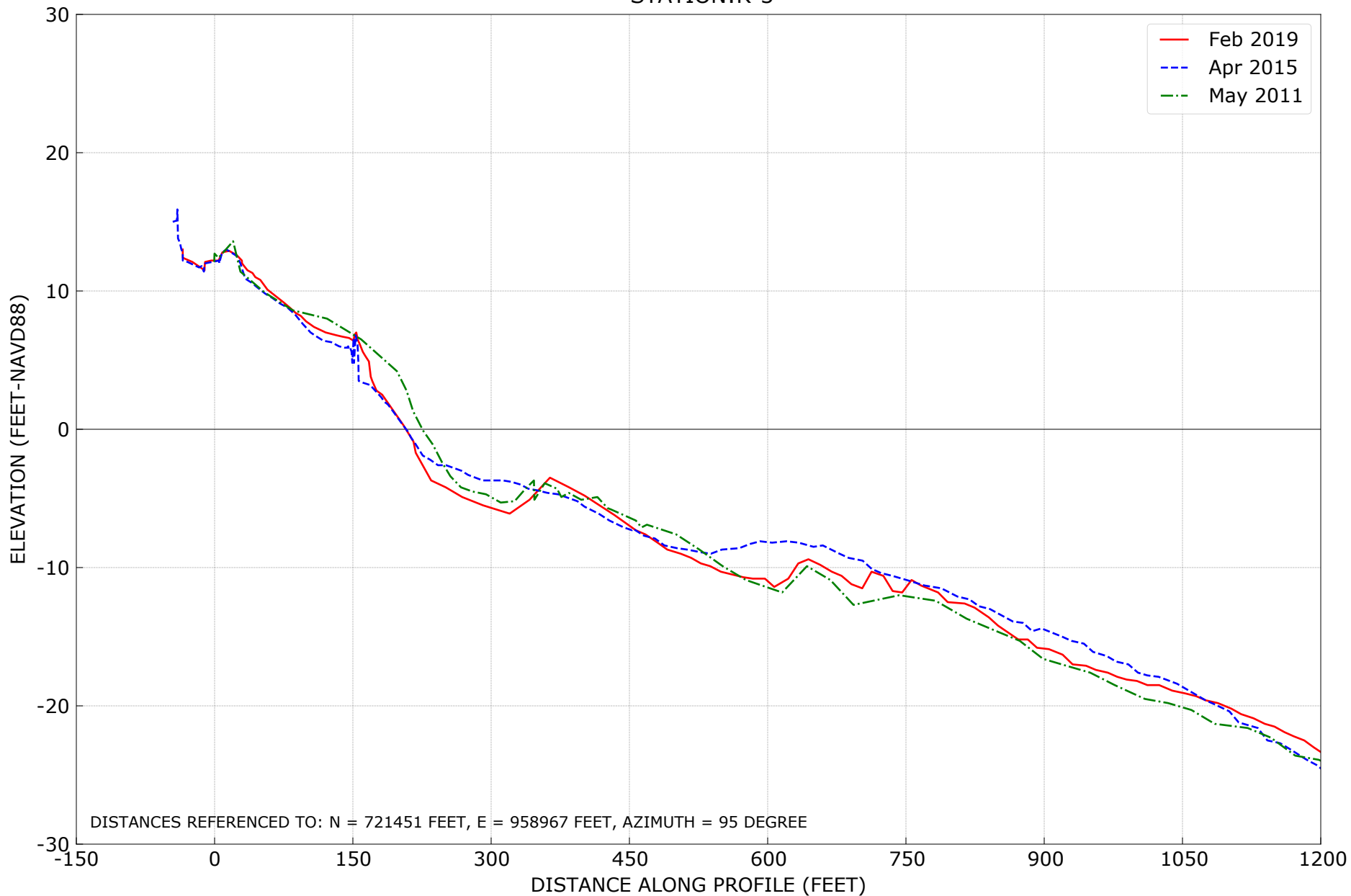
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STATION:R-1



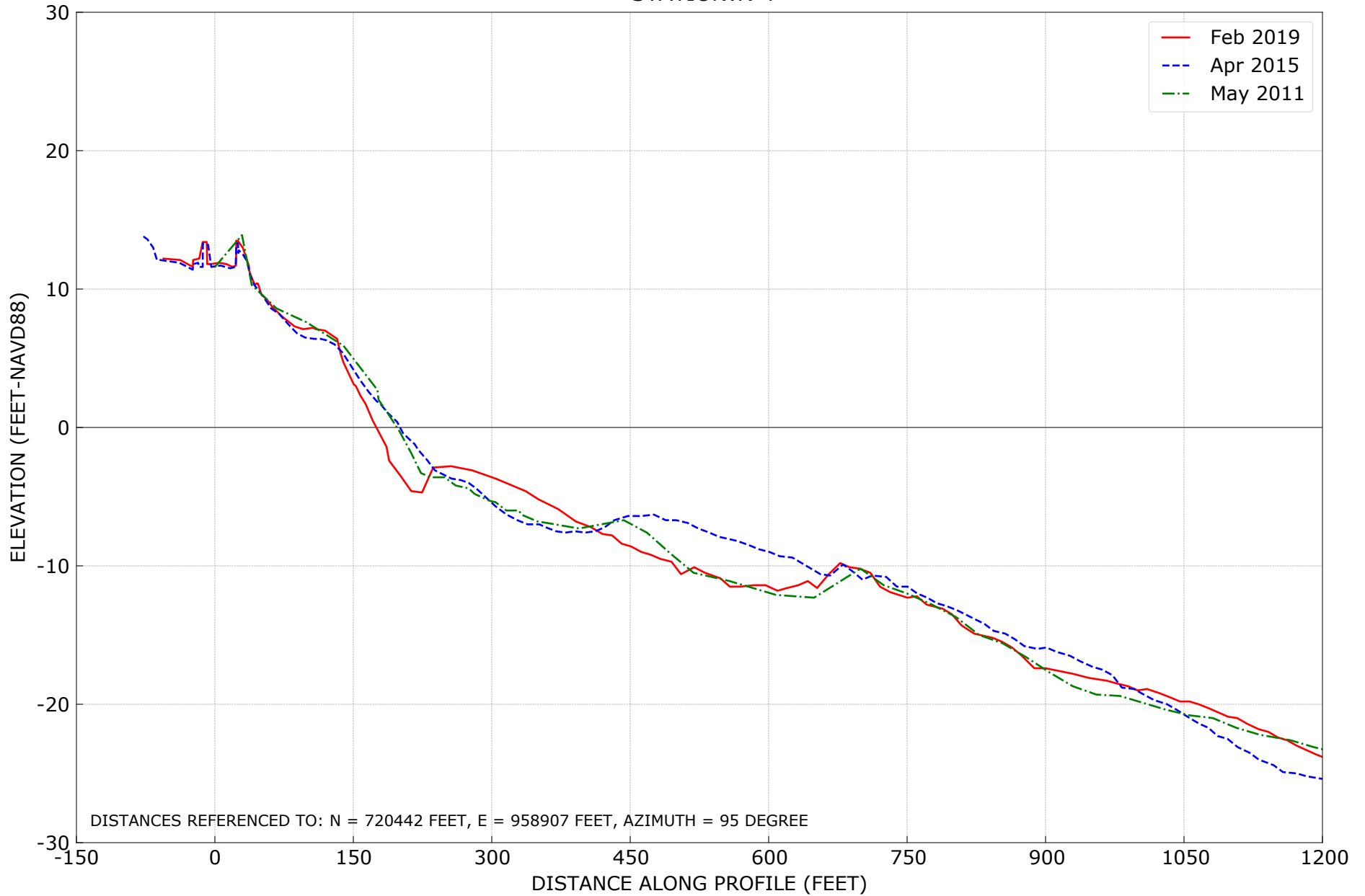
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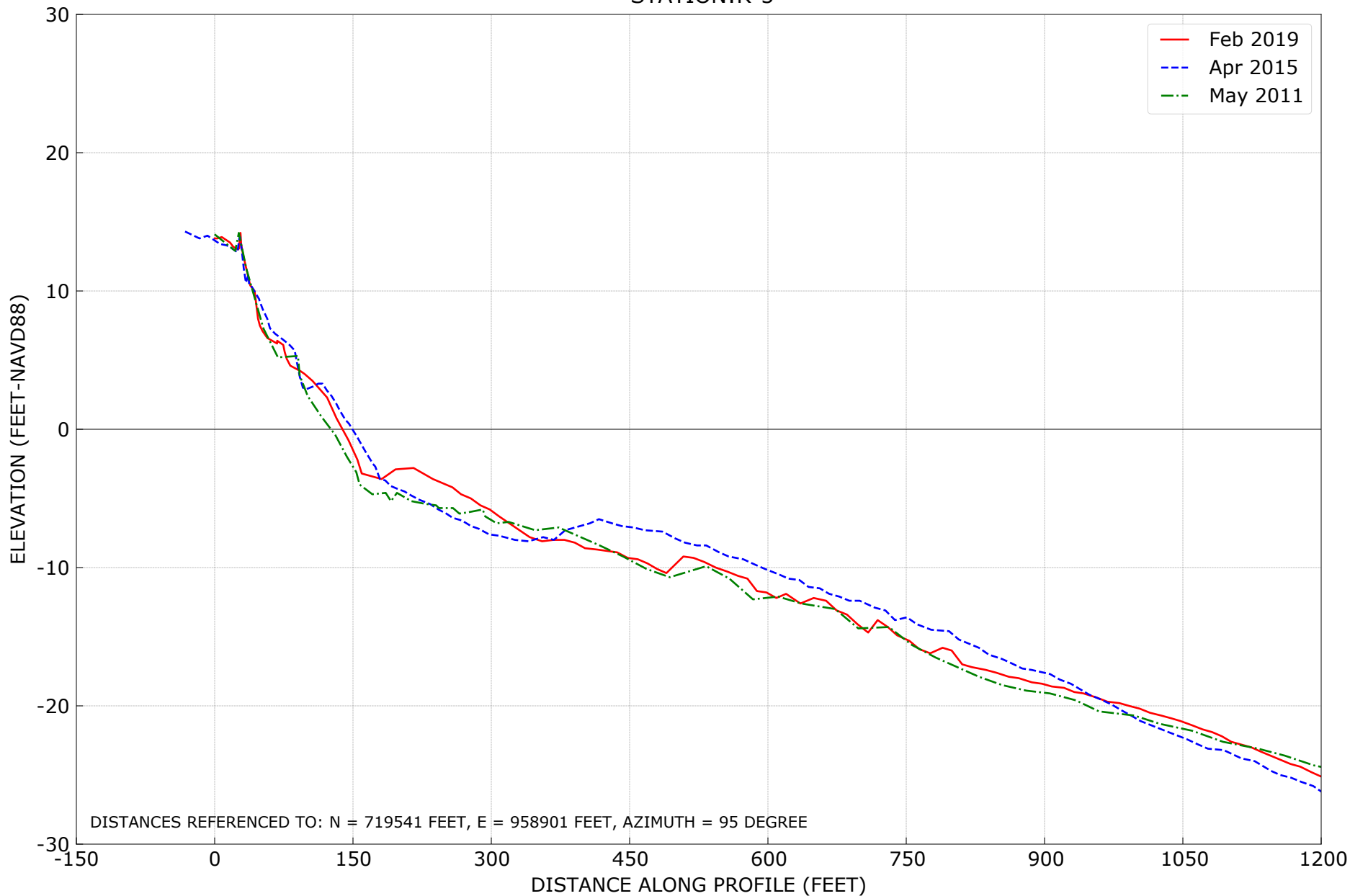
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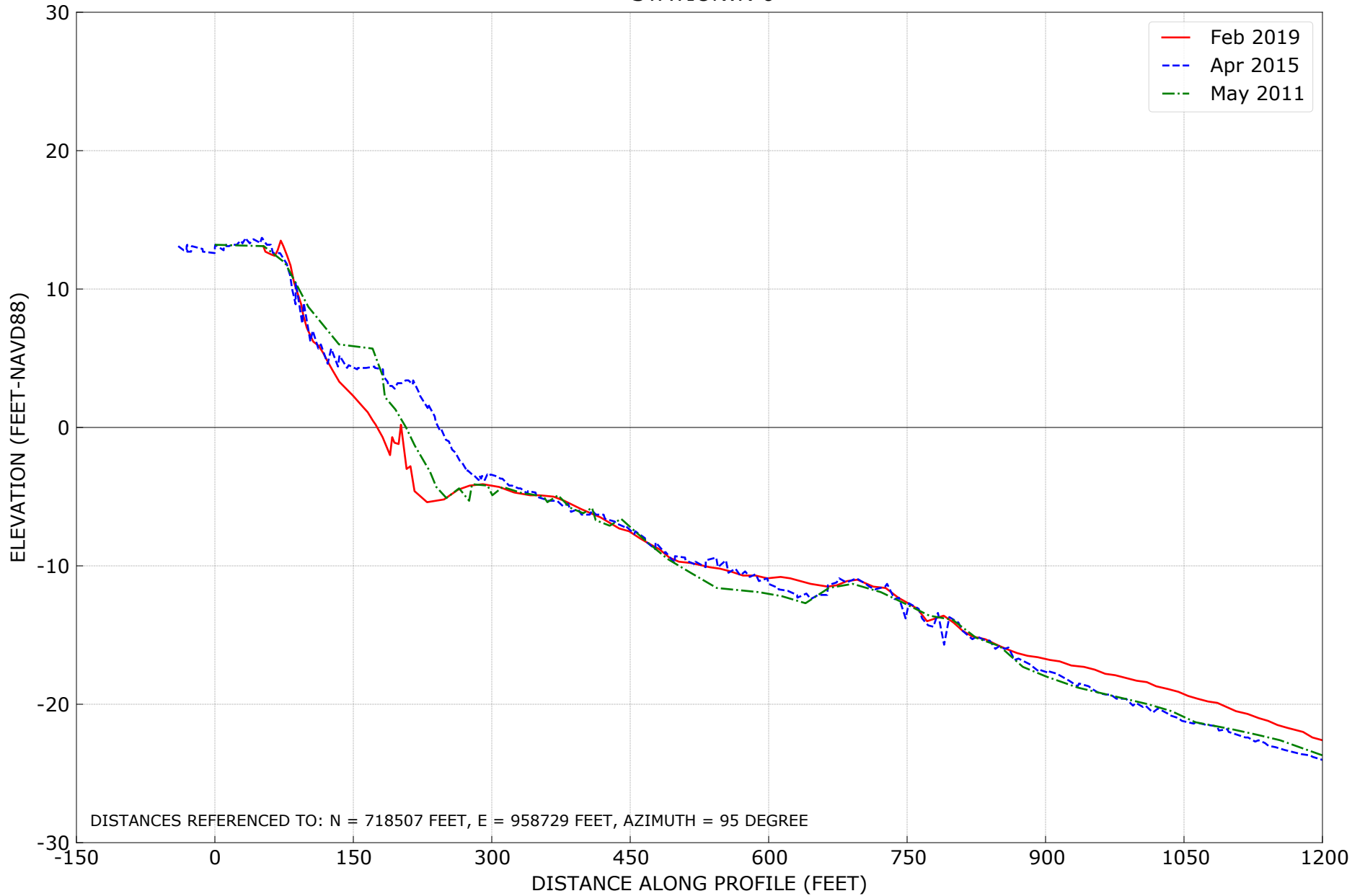
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STATION:R-4



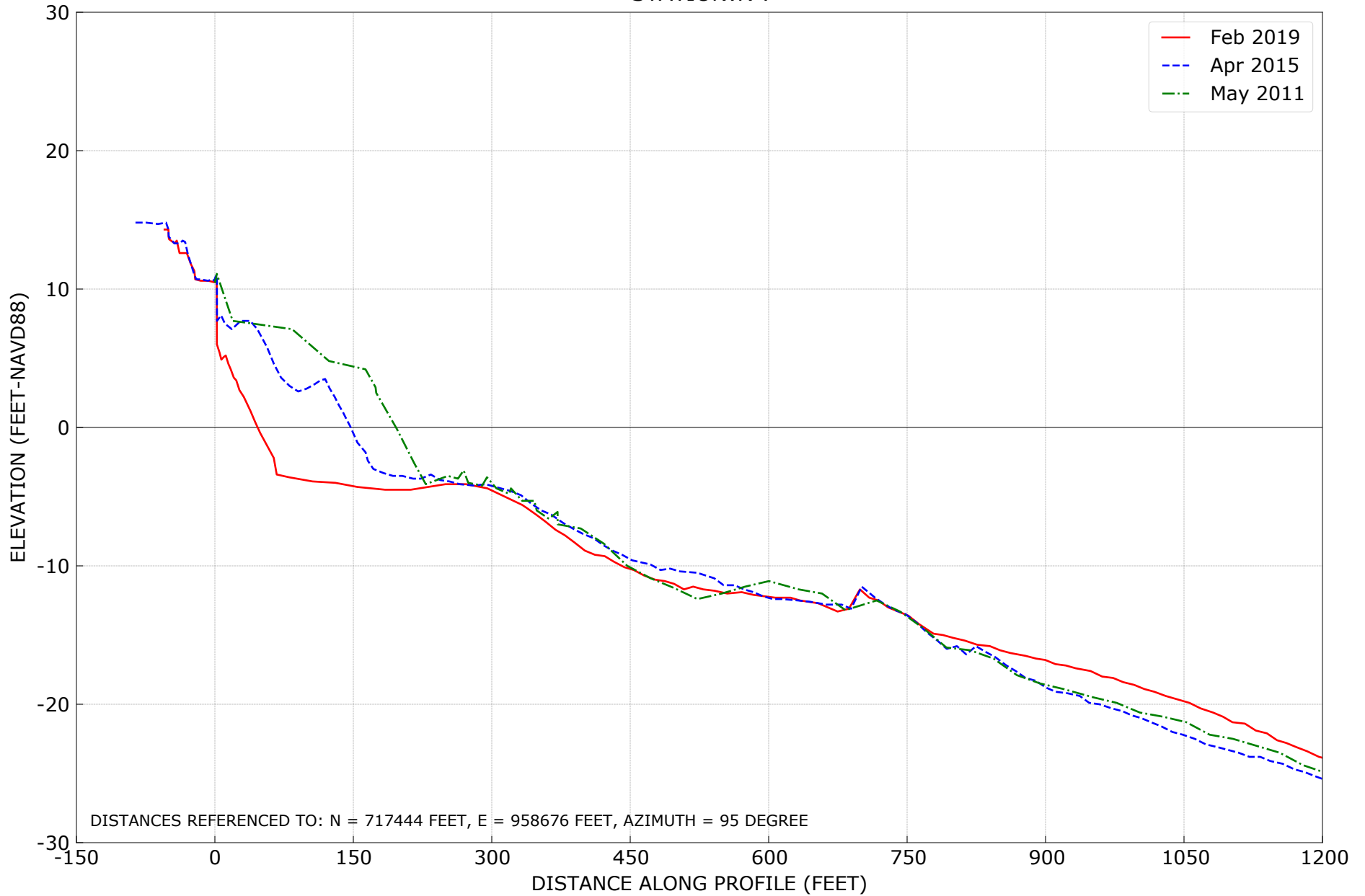
Deerfield Beach Profile Plots
STATION:R-5



Deerfield Beach Profile Plots
STATION:R-6



Deerfield Beach Profile Plots
STATION:R-7



**BEACH MANAGEMENT PLAN
DEERFIELD BEACH, FLORIDA**

**APPENDIX B
POTENTIAL SAND SOURCES**

Prepared for:

**City of Deerfield Beach
Broward County, Florida**

Prepared by:

Aptim Environmental & Infrastructure, LLC

**BEACH MANAGEMENT PLAN
DEERFIELD BEACH, FLORIDA**

**APPENDIX B
POTENTIAL SAND SOURCES**

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BEACH MANAGEMENT PLAN DEERFIELD BEACH, FLORIDA

APPENDIX B POTENTIAL SAND SOURCES

1. GENERAL

The City has successfully employed a beach management strategy since the initial 1998 project to address beach erosion through the Hillsboro Beach Nourishment Project (via an inter-local agreement) and small truck haul nourishment projects. The City has also benefitted from the downdrift spreading of the South Boca Raton Nourishment Project inlet bypassing. A variety of sand sources have been used to nourish the beach in the City including offshore borrow areas, upland mines, and indirectly the Boca Raton Inlet channel and ebb shoal. This appendix provides a description of the native beach sediment, available sand resources, and the current status of these resources.

2. NATIVE BEACH

Beach material is typically characterized by the mean grain size, range of grain size (sorting), percent fines, gravel content, carbonate content, and color determined by granulometric testing. Historical studies documenting the native beach material prior to any beach nourishments in the City were not available. However, a comprehensive analysis of sand characteristics was undertaken in 2007 to support the engineering design for the South and North Deerfield Beach Dune Restoration projects completed in 2008 and 2009, respectively. Sand samples were collected along the North, Central, and South sectors and analyzed to develop sediment characteristics, which are summarized in Table 1.

Table 1: Beach Sand Characteristics – 2007 Samples.

Monument	Mean Grain Size	Sorting	Fines	Gravel	Carbonate Content ¹	Munsell Color
North	0.48 mm	0.65 ϕ	0.36%	0%	-	2.5Y-6/3
Central	0.48 mm	0.92 ϕ	0.68%	<1%	-	2.5Y-6/3
South	0.51 mm	0.50 ϕ	0.32%	<1%	-	2.5Y-6/3

¹ Carbonate content not available.

A subsequent, comprehensive analysis of sand characteristics was undertaken in 2017 to support the City's Storm Berm Nourishment project. Sand samples were collected at each R-monument in the City (R-1 to R-6) and analyzed to develop sediment characteristics, which are summarized in Table 2.

Table 2: Beach Sand Characteristics – 2017 Samples.

Monument	Mean Grain Size	Sorting	Fines	Gravel	Carbonate Content	Munsell Color
R-1	0.36 mm	0.56 ϕ	0.37%	0%	54%	10YR-5/2
R-2	0.37 mm	0.50 ϕ	0.40%	0%	53%	10YR-5/2
R-3	0.44 mm	0.77 ϕ	0.42%	0%	9%	10YR-6/2
R-4	0.44 mm	0.89 ϕ	0.47%	0%	56%	10YR-5/3
R-5	0.39 mm	0.67 ϕ	0.49%	<1%	55%	10YR-5/1
R-6	0.31 mm	0.46 ϕ	0.53%	0%	45%	10YR-5/1

3. UPLAND BORROW SOURCES

Smaller-scale beach nourishment projects using upland sand sources (truck haul), typically less than 100,000 cubic yards, can be more cost-effective than using offshore sand. The City has used upland sand sources to construct smaller restoration projects, including the South and North Deerfield Beach Dune Restoration projects and the Hillsboro/Deerfield Beach Nourishment project. The project details are summarized in Table 3.

Table 3: Previous Beach Nourishment Projects – Upland Sources.

Project Name	Date Completed	Volume (cy)	Project Location
South Deerfield Beach Dune Restoration Project	Jan. - Feb. 2008	8,314	R-5 to R-6.6
North Deerfield Beach Dune Restoration Project	Jan. - Feb. 2009	7,378	R-2.7 to R-4.7
Hillsboro/Deerfield Beach Nourishment Project	April 2015	24,980	R-6 to R-6.6

With nearby sources of beach compatible sand in offshore borrow areas becoming more limited over time in some areas along the Florida coast, the scale of truck haul projects has recently been

expanding to meet specific project needs. For example, Broward County constructed Segment II with approximately 693,000 cubic yards of upland sand in 2016 (FDEP, 2018). Broward County has recently adopted a policy to avoid offshore dredging in order to minimize impacts to the marine environment and its direct effects on specific sectors of the County's tourism economy.

Upland sand is typically obtained from a mine or other approved source and trucked to the project site where it is then placed on the beach and graded to a fill template. The upland mines may have the capability to provide sand that is preprocessed to meet specific design criteria including grain size, gradation, and color. Pre-processing of the mined sand eliminates additional screening of the material at the project site, which can be required of an offshore dredging operation to address the potential for rocks, large shells, debris, and other materials that can occur in the offshore environment. Truck haul projects may be limited by the availability of sand at the mine and trucks to deliver; likewise, the costs to use offshore borrow areas may be affected by the availability of dredges. Offshore dredging projects can pump sand 24 hours a day and are generally only limited by downtime associated with routine dredge maintenance, equipment repairs, and weather delays. Truck haul projects may be less affected by these issues, but can be limited by beach access, traffic, and delivery time from the mine along local or restricted roadways for which costs can be difficult to quantify. Both offshore and upland sand projects may be limited by daily or hourly construction restrictions due to permit conditions, environmental protections, and City regulations.

Multiple upland mines capable of producing beach compatible sand for the City's beach nourishment projects are available; however, a sand compatibility analysis of the native and upland sand would be required for each project. Previous mines used for beach nourishment projects in the City include E.R. Jahna Industries, Inc. Ortona Sand Mine (Ortona) located in Moore Haven, FL (120 miles to Deerfield Beach) and Stewart Mining Industries Fort Pierce Mine (Stewart) located in Fort Pierce, FL (100 miles to Deerfield Beach). Ortona sand was used for the beach nourishment projects described in Table 3.

4. OFFSHORE BORROW SOURCES

Larger-scale beach nourishment projects using offshore sand sources via dredging, typically greater than 100,000 cubic yards, can be more cost-effective than using upland sand. The City has completed beach nourishment projects using offshore sand sources in the past through an inter-local agreement with the Town of Hillsboro Beach in 1998 and 2011 to take advantage of the economies of scale of a larger project. Although the beach is part of the federally authorized shore protection project for Broward County (Segment I), sand was placed in the City as the non-federal Hillsboro/Deerfield Beach Nourishment project, using offshore borrow areas. The project footprint in the City extended from as far north as R-5.3 (SE 6th Street) to the southern City limit. The project details are summarized in Table 4.

Table 4: Previous Beach Nourishment Projects – Offshore Sources.

Project Name	Date Completed	Volume [cy]	Project Location
Hillsboro/Deerfield Beach Nourishment Project	March 1998	50,000	R-6 to R-6.6
Hillsboro/Deerfield Beach Nourishment Project	April 2011	24,980	R-5.3 to R-6.6

As part of a regional effort related to offshore sand resources in five coastal counties in Florida, the USACE completed the Southeast Florida Sediment Assessment and Needs Determination (SAND) study in 2013 (Ousley, et al., 2013). The SAND study was completed to document sand volume requirements and existing volume estimates of offshore sediment sources suitable for beach nourishment, storm damage reduction, and hurricane protection projects. The SAND study quantified domestic sand resources to support placement of planned, large-scale beach nourishment projects through 2062 for St. Lucie, Martin, Palm Beach, Broward, and Miami-Dade Counties. Sediment needs for each county were established based on project performance, while accounting for storms, construction losses, and sea level change.

The SAND study calculated the sand needs of Segment I as 2,000,000 cubic yards through 2062. However, previous data, projects, and environmental restrictions (buffer zones) have reduced available offshore borrow material in Broward County to zero cubic yards (Ousley, et al., 2013). Based on the December 2016 post-Matthew LiDAR data collected by USACE, offshore borrow areas 10/11 and 12 have more than 1.8 million cy as shown in Figure 1. This sand resource could potentially be utilized in conjunction with a nearby large-scale dredging project as part of post-hurricane efforts to rebuild large portions of the Broward County shoreline.

The SAND study also identified a surplus of sand in both State and Federal waters offshore of St. Lucie, Martin, and Palm Beach Counties estimated to be 147,030,744 cubic yards, after considering the needs of each county. It should be noted that the use of sand sources in Federal waters requires authorization for geotechnical investigations and leases from the U.S. Department of Interior, Bureau of Ocean Energy Management (BOEM).

The SAND study does not correlate specific offshore sediment sources to particular beach nourishment projects, but rather

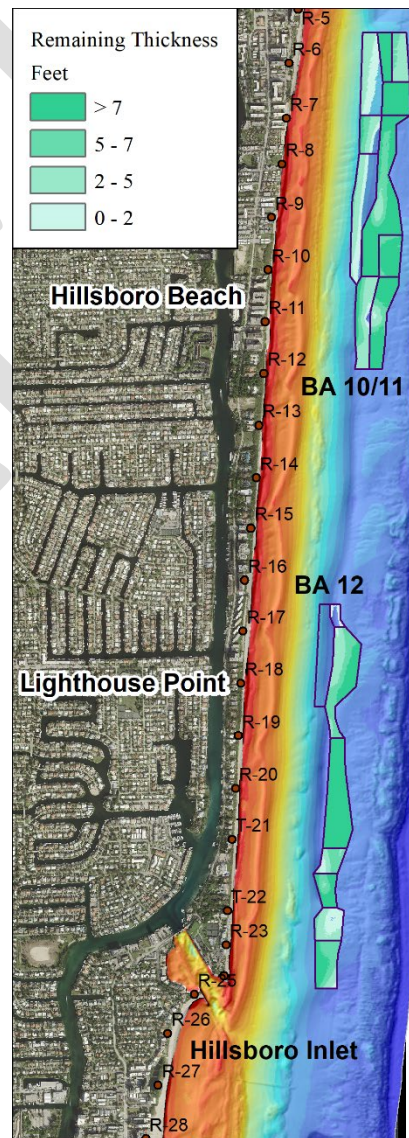


Figure 1: Historical borrow areas offshore of Deerfield Beach and Hillsboro Beach.

evaluates sediment sources for regional potential. A compatibility analysis using relevant sediment parameters could be performed to delineate the offshore sediment sources most compatible with each beach project's specifications (Ousley, et al., 2013). Therefore, a compatibility study would be required for any potential project in the City to provide a comprehensive comparison of the native or existing beaches with the potential offshore sources identified in the SAND study.

In addition to the authorizations described above, the use of offshore sand from St. Lucie, Martin, and Palm Beach Counties would require FDEP and USACE regulatory permits. Significant costs may be incurred to transport the dredged material from the borrow area(s) to the City by hopper dredge or scow operations, as the distance may be too great for typical offshore pumping operations with present day technology. Also, public resistance and political issues may arise from counties with sand resources identified as surplus in the SAND study, which could delay or make this option cost and time prohibitive. These potential issues should be further evaluated when considering options related to the use of offshore sands for City beach nourishment projects.

5. BOCA RATON INLET

The inlet sand bypassing activity at Boca Raton Inlet and material placed for the South Boca Raton Beach Nourishment project aids in maintaining the beach at Deerfield Beach due to net southerly transport of sand placed between the inlet and the northern City limit. FDEP has determined that this material maintains the general character and functionality of the sediment occurring on the existing beach and in the adjacent dune system (ATM, 2012).

The present bypassing objective for the inlet is 83,000 cubic yards per year (FDEP, 2018). A hydraulic dredge owned and operated by the City of Boca Raton transfers sand from the inlet channel to the downdrift beach south of the inlet on a periodic basis with the goal of maintaining an average channel depth of approximately -6 ft MLW. Approximately 834,179 cubic yards of sand has been dredged and placed south of inlet since October 2000 (FDEP, 2018) through this dredge operation. In addition, the South Boca Raton Beach Nourishment project includes placement of sand between the inlet and the northern City limit by utilizing sand dredged from the inlet ebb shoal, which bypasses higher quantities of material on a less frequent basis, spanning years between events. Approximately 1,270,800 cubic yards of sand has been dredged from the ebb shoal and placed south of the inlet since July 1985.

6. INTERNATIONAL SAND SOURCES

Local municipalities have evaluated the feasibility of buying and importing sand from the Caribbean, possibly the Bahamas, as an alternative to offshore and upland sand sources. The increased distance associated with transporting large quantities of dredged sand from the Caribbean to the beaches of Deerfield Beach, would likely result in higher project costs when compared to domestic offshore and upland sand sources. A detailed cost-benefit analysis would need to be completed to evaluate material costs, international coordination, and transport costs relative to the projected benefits for the City's beach nourishment program.

In addition to the potential increased costs associated with using an international sand source, the

use of federal funds (i.e. USACE, FEMA) may require the applicant to demonstrate that domestic sand is not available for economic or environmental reasons before it can use foreign sand. Additional studies, including an Environmental Impact Statement (EIS), may have to be prepared as part of the environmental permitting process before obtaining authorization to use foreign sand.

7. ALTERNATIVE SAND SOURCES

Previously, Broward County pursued a demonstration project to determine the feasibility of using recycled glass (glass cullet) as beach-compatible material. It was suggested that this material could supply, on an emergency basis, some of the volumetric needs of the County's shore protection program while providing another market for recycled glass. The addition of glass cullet as emergency beach fill may extend the life of the shore protection project by nourishing these areas with supplemental volumes of fill. Studies performed included a literature review, geotechnical investigation, biological analyses, coastal engineering analyses, public perception research, and abiotic testing, which showed that glass cullet could be a viable beach compatible material. The project was ultimately not pursued further by the County due to environmental permitting challenges and processing costs relative to more traditional sources.

Recently, the City accepted surplus material from coastal development excavation in Palm Beach County as an opportunity to stockpile sand for future use on the City's beaches. At the time of writing this report, approximately 15,000 cubic yards of sand is expected to be delivered and stored near the City's administrative complex. The material was estimated to have a mean grain size of 0.50 mm and fines content of less than 2%, which indicates it may be compatible for use on the City's beaches. Further testing may be required prior to permitting its use on the beach. The City may consider accepting beach compatible sands of opportunity in the future as well as their cost will be less than other upland sources. However, appropriate testing and screening of the material should be expected.

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**BEACH MANAGEMENT PLAN
CITY OF DEERFIELD BEACH**

**APPENDIX C
ALTERNATIVES DEVELOPMENT AND COST ESTIMATE**

Prepared for:

**City of Deerfield Beach
Broward County, Florida**

Prepared by:

Aptim Environmental & Infrastructure, LLC

**BEACH MANAGEMENT PLAN
DEERFIELD BEACH, FLORIDA**

**APPENDIX C
ALTERNATIVES DEVELOPMENT AND COST ESTIMATE**

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BEACH MANAGEMENT PLAN CITY OF DEERFIELD BEACH

APPENDIX C ALTERNATIVES DEVELOPMENT AND COST ESTIMATE

1 INTRODUCTION

As part of the Beach Management Plan development, various shore protection alternatives were considered to address the erosional trends experienced along the City's coastline. This appendix includes a basic description of several coastal engineering strategies that could be used to mitigate erosion along the City's coastline. Although many potential alternatives are available, only those determined to be viable for implementation were considered. Section 3 of this appendix describes specific alternatives proposed for the City to address the goals of the Beach Management Plan that include no-action and beach nourishment. Section 4 presents the cost preliminary cost estimates considering different sand sources.

2 DESCRIPTION OF COASTAL ENGINEERING STRATEGIES

2.1 Beach Nourishment

Beach nourishment involves the placement of sand along the beach to provide erosion mitigation. Within the context of this report, beach nourishment implies the placement of sand from the berm (dry sand beach) across the dry beach and below the mean high-water line. The placement of sand widens the beach, which reduces the vulnerability of the City's upland property by dissipating wave energy and providing a buffer between the ocean and upland property. During storm events, the dry beach typically erodes resulting in shoreline retreat as material is transported in an offshore direction creating submerged bar formations (Figure 1). During periods of calm wave conditions, the beach can experience recovery resulting in shoreline advance as material contained in the bar is naturally reworked back towards shore. A wide healthy beach allows these natural processes to occur without threatening the loss of the dune system and upland property.

Periodic beach nourishment can reestablish a wide beach, offsetting years of erosion, by supplying sand to the coastal system. Sand can be dredged from an offshore borrow area and hydraulically pumped through a submerged pipeline to the beach, as was done during construction of the 1998 and 2011 beach nourishments. Sand can also be obtained from upland sand mines and hauled by trucks to the beach, as was done during construction of the 2008, 2009, and 2015 beach nourishments.

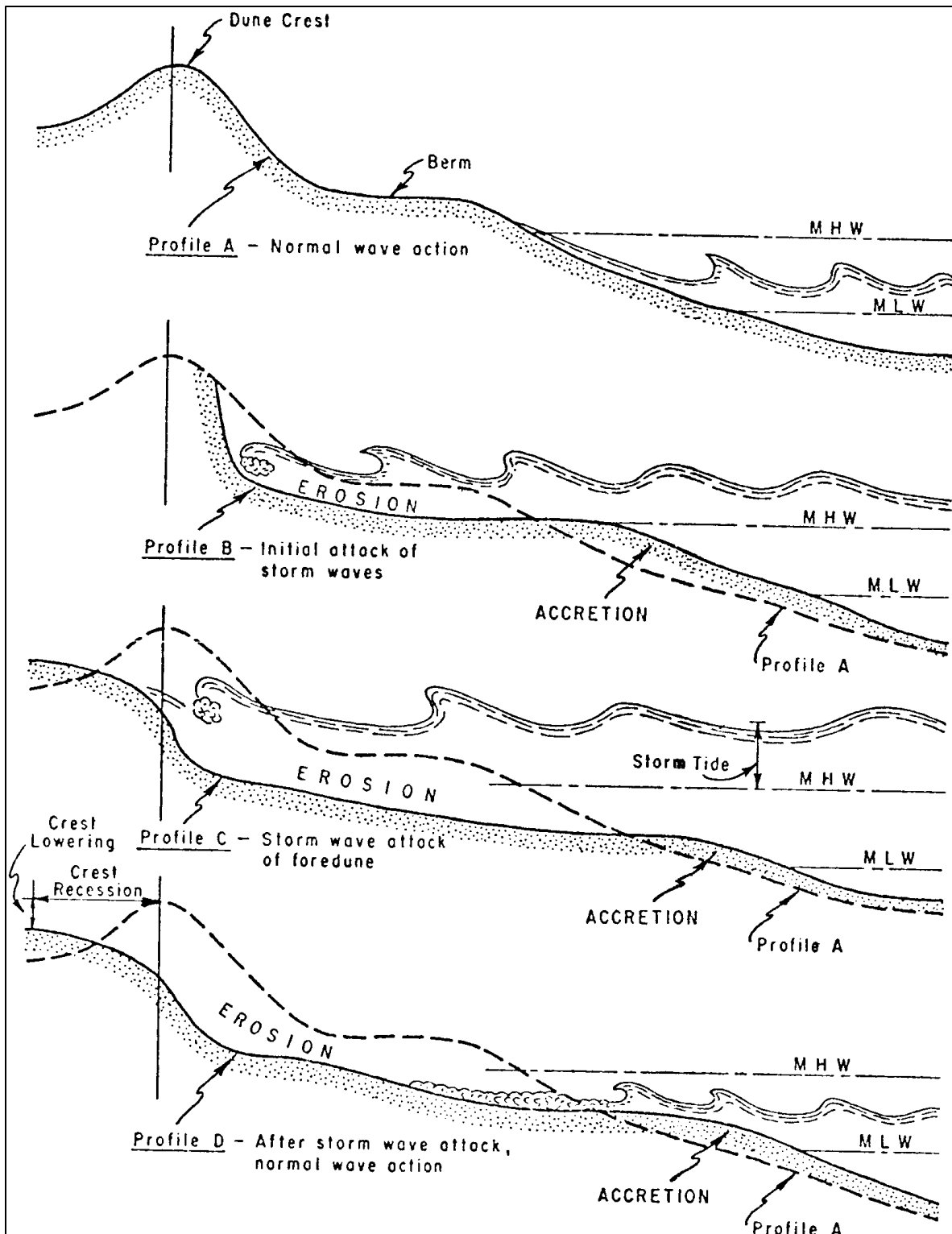


Figure 1: Schematic diagram of storm wave attack on beach and dune (SPM, 1984).

The City's coastal system includes areas of nearshore hardbottom that provides essential habitat for foraging sea turtles and nurseries for juvenile fish. The placement of sand within the system can potentially have adverse impacts to these communities if hardbottom is buried (temporarily or permanently) as a result of the project. Therefore, care must be taken when implementing beach nourishments to avoid, minimize or mitigate for potential impacts. In addition, environmental monitoring will be necessary to document the extent and abundance of the habitat and quantify whether impacts occur. If impacts are expected or observed, mitigation of the impacts may be required, typically in the form of artificial reef construction.

2.2 Groins

Groins are shore perpendicular structures that extend offshore from the shoreline into the surf zone. They do not reduce the wave energy that the coastline is exposed to, but rather act to retain, trap, and control sediment transported in the longshore direction. A portion of the sediment that would otherwise be transported to downdrift beaches can be impounded on the updrift side of the groin. The impounded sediment helps to stabilize an erosional area of the beach and reduce its annual erosion rate. This is done by reorienting the shoreline with respect to the offshore wave climate, thereby reducing the rate of erosion in the protected area.

Because groins are designed to control the longshore transport of sediment, there can be adverse impacts in the form of increased erosion in downdrift locations. To mitigate and minimize these impacts, groins may be constructed as a series of structures, known as a groin field. The groin field may be designed to extend downdrift to a stable or accretional section of beach in order to spread the erosion stress over a larger area. In addition, installation of a new groin field should be accompanied by a beach and/or dune nourishment project to pre-fill the field. Pre-filling the field to its impoundment capacity will minimize interruption to the longshore transport of sediment and offset downdrift impacts by limiting the groin field's ability to trap sand. A properly designed groin field will help to stabilize an erosional section of beach thereby extending the life of a beach nourishment project and the interval between renourishment events. Periodic nourishment of the beach and maintenance of the groins should be anticipated.

Several types of groins can be used for shoreline stabilization:

- Timber-pile groins consist of a series of closely spaced (2-5 feet on center) timber pilings. The pilings are driven into the beach leaving the top 2-3 feet exposed above the mean high tide elevation and extending between 20 and 100 feet into the water as shown in Figure 2(A). The volume of sediment retained by the structure would likely be minimal as timber pile clusters are highly permeable allowing sand to move downdrift. However, the anticipated shoreline response would reflect a salient type growth with small advances (approximately 10 feet) both immediately updrift and downdrift of the structures. The timber pile groins would help retain sediment within the groin field between storm events promoting the natural recovery of the beach.
- Pile-panel groins (or king pile groins) consist of a series of "H" piles with interlocking panels. The panels are installed between the piles, which act as the supports to hold the panels in place. The panels can be added or removed following initial construction of the groin to achieve the desired retention of sand and subsequent shoreline response.

Historically, the piles and panels were constructed of wood, but modern techniques include reinforced concrete (Figure 2(B)). The footprint of the structure is relatively small compared to other types of groins, as it is comprised of a single row of piles and panels.

- Rock or rubblemound groins (Figure 2(C)) consist of larger armor stones placed on top of small bedding stone or marine mattress foundation. The foundation reduces settling of the structure and scouring of sand at its base. Depending on the desired application, the structure can be constructed with or without intermediate-sized core stone to transfer the load from the armor stone to the foundation. The stones are generally limestone or granite boulders with armor ranging in size from 3 to 10 tons. The size of the armor stone depends on the crest elevation of the structure, the surrounding water depths and wave heights expected to impact the structure. The permeability of rock structures is typically designed to be relatively low for maximum effectiveness in retaining sand updrift; although, they can be designed without core stone to increase permeability. The low permeability conversely prevents water from moving through the structure, which can be more likely to promote the formation of rip-currents in high energy wave climate as the water is forced offshore and around the structure. These rip-currents can pose a safety issue for beach users and can direct sediments to deeper waters in the vicinity of the groin. The crest elevation of the groin can be designed to allow water to pass over (or through) the top layer of the structure during storm events, which can reduce the potential for rip-current formation.
- Permeable adjustable groins, also referred to as a PAG's, are structures that can be adjusted post-construction to achieve the desired shoreline response. A PAG consists of individual modular units placed in a line extending offshore. The units are comprised of four steel piles driven to create a square. With piles installed, interlocking concrete beams are lowered into place to create squares similar to a log cabin construction. After installation of the beams, a concrete deck is then placed on top to create a platform for access (Figure 2(D)). Affixed to the beams are concrete blocks secured by a threaded bolt. The blocks can be removed to increase the permeability of the groin and reduce the volume of sand retained; or blocks added to reduce permeability thereby increase the volume of sand retained. The more sand retained, the greater the results in updrift shoreline advance.

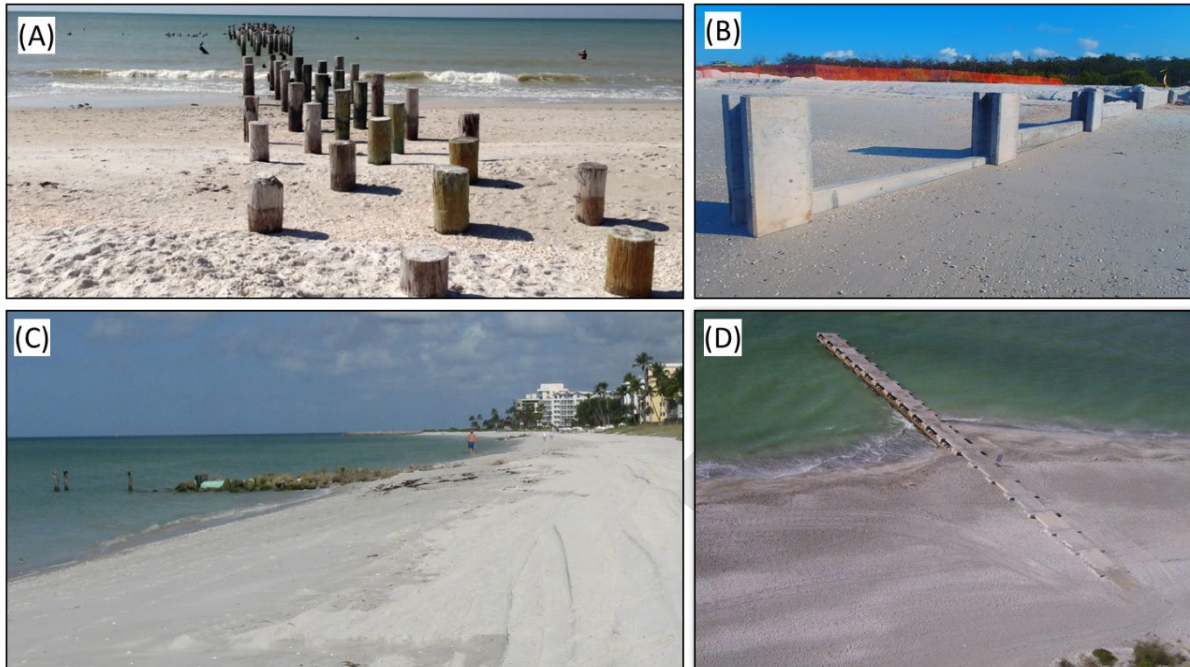


Figure 2: Example of (A) Timber-pile groin; (B) Pile-panel groin; (C) Rock groin; (D) Permeable adjustable groin.

In 1958, the City built 11 timber-pile groins, which were replaced by 51 concrete pile and panel groins with rubblemounded ends between 1963 and 1967. The City currently has an emergent groin field composed of 19 groins with rubblemound heads in the South Sector of the beach.

2.3 Breakwaters

Breakwaters are shore parallel structures that are placed offshore of the coastline and typically constructed with a similar approach as the rubblemound groins described above. They function by reducing wave energy reaching the shoreline resulting in the deposition of sediment in the structure's leeward side. The resulting shoreline response is dependent on the crest elevation, length of the structure, the length of the gap between adjacent structures, the distance offshore, water depth, and wave climate. The shape of the shoreline response behind the breakwater is termed a salient. If the shoreline extends seaward to the point that it intercepts the structure, the advance is known as a tombolo (Figure 3).



Figure 3: Rubblemound breakwaters (Town of Palm Beach).

Breakwaters are typically rubblemound structures consisting of stones stacked on a foundation and may be constructed with or without core stone. Marine mattresses filled with small stone or a geotextile fabric enclosing bedding stone can be used as a foundation. Similar to rubblemound groins, the foundation reduces settling of the structure and scouring of sand at its base. The armor stones are generally limestone or granite boulders ranging in size from 3 to 10 tons. The size of the armor stone depends on the crest elevation of the structure and expected wave heights.

Similar to groins, breakwaters are intended to control the longshore transport of sediment and can affect the adjacent shoreline as an effect of salient formation. For this reason, breakwaters are typically constructed in series, known as a breakwater field. The breakwater field should extend downdrift to a stable or accretional section of beach so that the erosion stress is spread over a larger area and downdrift impacts are minimized. In addition, construction of a breakwater field should be accompanied by a beach and/or dune nourishment project to pre-fill the field. Like pre-filling of a groin field, this will minimize interruption to the longshore transport of sediment and reduce the potential for downdrift impacts. The breakwater field should be designed to extend the life of a beach nourishment project, and the subsequent interval between renourishment events, but

periodic nourishment should be anticipated. The variety of breakwaters that can be constructed include:

- T-Head breakwaters are breakwaters with a shore perpendicular stem extending from the breakwater to the shoreline. The stem in turn functions similar to a groin retaining sediment updrift. The stem can be constructed of stone, wood, concrete, sheet pile, or a combination thereof, depending on the intended shoreline response. The stem increases the structure's ability to hold sand and thus the likelihood of tombolo formation as well.
- Emergent breakwaters are breakwaters with crest elevations extending above mean high water elevation. These structures do not have stem portions and rely on wave refraction and diffraction for salient formation and beach stabilization. In doing so, the emergent crest also acts to reduce wave energy overtopping the structure, thus resulting in a greater shoreline advance.
- Submerged breakwaters are breakwaters with crest elevations submerged below the water level and do not have stem portions. Due to the reduced crest elevation, wave energy overtopping the structure is greater as compared to emergent breakwaters. The greater wave energy results in less shoreline advance on the leeward side of the breakwater; however, it is still an effective way to minimize wave energy at the shoreline during moderate conditions. One advantage of submerged breakwaters is that they may be more aesthetically pleasing to beachgoers and property owners considering the structures are not visible from the beach. On the contrary, the submerged nature also requires careful design and construction to allow the desired wave energy to reach the shoreline. The submerged nature also creates a navigation hazard requiring navigation markers.

2.4 Seawalls and Revetments

Seawalls are shore parallel structures that act to retain material and protect upland property. Seawalls are typically robust to resist continual, direct exposure to wave attack. Once the structure is exposed to waves, the reflection of wave energy off the seawall can exacerbate the erosion of sand in front of the structure making the retention of sand seaward of the seawall difficult. Once the fronting sand is lost, the exposed seawall can have negative effects on downdrift beaches by interrupting the natural longshore transport of sand. Because of the accelerated erosion in front of a structure, adverse downdrift effects might occur, as well as negative environmental impacts and loss of recreational beach.

Revetments function and provide similar protection as that of seawalls, with the potential added benefit of partial wave diffusion (reduced wave reflection). They are shore parallel structures that provide protection to upland property by retaining material. While a seawall typically has a vertical face constructed of concrete, wood, or sheet pile, a revetment has a sloped face and is typically composed of interlocking rock or precast concrete units. Revetments are generally comprised of armor stone (larger diameter stones) overlaying rip-rap stones (small crushed stones) with some form of toe scour protection or prefabricated installations such as rock filled marine mattresses or interlocking concrete mats. Depending on the condition of the coast, revetments may be exposed or buried. Revetments are typically constructed as a final line of defense and often buried under sediments and vegetation (sand in the case of beaches and dunes). While a revetment does not result in as much wave reflection as a seawall, it is effective at protecting the *in-situ* material from

direct wave impact. It is important to note that revetments can also contribute to adverse downdrift impacts by preventing release of upland sediment during erosion events. Revetments can also have negative impacts on sea turtles in nesting beach environments if the sand covering the revetment is too thin for an extended length of coast.

The City of Deerfield Beach constructed a revetment in 1960's. Presently, this revetment is only emergent (visible) in the southern end of the City limits, in the vicinity of monument R-6+665.



Figure 4: Revetment in Deerfield Beach (1974).

3 INITIAL ALTERNATIVES DESIGN

While the previously described strategies may be appropriate for other shorelines, this section will focus on those alternatives that best meet the City's needs and are compatible with project constraints. The following alternatives were evaluated during the development of the Beach Management Plan. They were evaluated in terms of effectiveness at offsetting the historical rate of shoreline retreat, providing storm protection, maintaining recreation benefits, constructability, and future sustainability.

3.1 No Action

This scenario was considered to compare the benefits afforded by the other alternatives and to assess whether the "no action" approach could be more cost effective over time. In this no action alternative, the City would provide no active management of the beach and allow the beach to

evolve based on the littoral forces acting on it (Appendix A). This passive approach also excludes any coordinated action between the City of Deerfield Beach and the City of Boca Raton regarding bypassing of sand at Boca Raton Inlet. This implies that the quantity of sand reaching the northern City line will be dictated by the quantity of bypassed sand (both natural and mechanical) that diffuses into the City at the rate and frequency achieved by the City of Boca Raton.

Under this alternative, the beaches will begin to erode at the South and Central Sectors and may eventually cause erosion within the North Sector. The exposed groin field will continue to be subject to long term degradation and eventually may need to be repaired as sand erodes and structures become exposed.

With the southern end of the beach (SE 9th Street to SE 10th Street) eroded, water flow between the southern groins and the revetment may occur under specific wave climates and tidal stages. These flows may increase the transport of sand from the City's beach to southern properties.

While there are no direct construction costs in implementing the no action alternative, this alternative will negatively affect the recreational beach and the associated economic benefits to the City (see Appendix D). This alternative is not recommended.

3.2 Beach Nourishment

The beach nourishment strategies proposed in the Plan for the City of Deerfield Beach are constrained by the unit volumes that can be placed without impact the nearshore hardbottom. Impacts to hardbottom can be offset through mitigation, but these typically cost approximately \$1 million/acre of impact. It is our recommendation that the City avoid all nearshore hardbottom impacts in all beach nourishment designs.

Four (4) different beach fill designs (berm width of 10, 20, 30, and 40 feet) were evaluated using February 2019 beach conditions. The berm elevation considered was 6 feet NAVD88 with a beach slope of 1:10. After the fill placement, it is anticipated that the constructed profile would equilibrate due to natural coastal processes. The equilibrium profiles for each beach design were developed based on Dean (1977) equilibrium profile concepts. Based on this analysis, a maximum beach width that the February 2019 conditions could support while avoiding adverse impacts to nearshore hardbottom was defined for each R-monument (Table 1).

Table 1 shows the fill volumes of each of the four (4) beach fill design configurations (10, 20, 30, and 40-foot berm width). Based on the 2019 beach conditions, the maximum recommended berm width to avoid impacting the nearshore hardbottom is 20 feet for monuments R-4 to R-6, and 40 feet for monuments R-1 to R-3 and R-6+200 to R-6+665.

Table 1: Beach Fill Volumes for Select Berm Width Extensions.

		Beach Fill Alternative				
Profile	Effective Length (ft)	Berm Width 10 ft	Berm Width 20 ft	Berm Width 30 ft	Berm Width 40 ft	Maximum Berm Width Recommended Without Impacting Hardbottom
R-1	476	2,304	3,908	5,492	7,055	7,055
R-2	988	6,860	10,927	14,962	18,963	18,963
R-3	1018	13,298	17,289	21,206	25,050	25,050
R-4	730	6,508	8,917	*	*	8,917
R-4.5	449	6,536	8,393	*	*	8,393
R-5	486	418	2,596	*	*	2,596
R-5.5	523	240	6,273	*	*	6,273
R-6	361	345	3,305	*	*	3,305
R-6+200	199	4,231	5,119	5,999	6,870	6,870
R-6+400	166	3,044	3,860	4,671	5,475	5,475
R-6+532	133	2,522	3,157	3,797	4,442	4,442
R-6+665	134	3,947	4,565	5,190	5,811	5,811
				North Sector Fill Volume (CY)		26,018
				Central Sector Fill Volume (CY)		42,360
				South Sector Fill Volume (CY)		34,772
				City-wide Fill Volume (CY)		103,150

* Berm width not recommended to avoid hardbottom impacts

Based on the current beach conditions presented in Appendix A, the North and Central Sectors are considered stable or accretional in the long-term period (from May 2011 to February 2019), but are considered erosional in the recent years (April 2015 to February 2019). The South Sector is considered erosional for both time periods considered.

In addition to the long term and recent erosion trends, individual storms may occur resulting in significant cross-shore sediment transport from the dry beach to the nearshore zone. Estimates of the potential dry beach losses (offshore gains) for various storm return periods based on numerical modeling (SBEACH) is provided in Table 2 (for more details see Appendix E).

Table 2: Potential Volumetric Changes above MHW (0.37 ft) During Select Storm Events.

Profile	Effective Length (ft)	Return Period			
		5 year	10 year	25 year	50 year
R-1	476	-2,865	-3,520	-4,203	-4,609
R-2	988	-6,646	-7,935	-9,264	-10,089
R-3	1018	-8,029	-9,496	-10,989	-12,438
R-4	730	-4,946	-5,863	-7,441	-8,468
R-4.5	449	-4,188	-4,794	-5,682	-6,284
R-5	486	-3,053	-3,683	-4,596	-5,316
R-5.5	523	-3,238	-4,183	-5,187	-6,093
R-6	361	-144	-2,534	-3,129	-3,458
R-6+200	199	-1,347	-2,082	-2,635	-2,991
R-6+400	166	-1,349	-1,693	-2,088	-2,426
R-6+532	133	-1,313	-1,545	-1,847	-2,070
R-6+665	134	-3	-3	-3	-3
North Sector Volume Change (CY)		-9,511	-11,455	-13,467	-14,698
Central Sector Volume Change (CY)		-17,163	-20,153	-24,112	-27,190
South Sector Volume Change (CY)		-10,447	-15,723	-19,485	-22,357
City-wide Volume Change (CY)		-37,121	-47,331	-57,064	-64,245

Based on the above presented, the following is proposed for each of the City's sectors:

- **North Sector.** The current erosion rate for the North Sector is showing accretion; therefore, no nourishment is expected to be required. In the occurrence of significant storm events, losses from the dry beach will occur (Table 2). If these cross-shore losses do not repair themselves through natural post-storm coastal processes, additional sand may be required. For planning and budgeting purposes only, placement of 1,000 cy/yr (or 2,500 cy every 2.5 years) should be considered.
- **Central Sector.** With the goal of maintaining the 2019 beach conditions in this section, the current erosion trend (-12,900 cy/yr, Appendix A) will need to be offset through beach

nourishment. If this sector continues the current erosion trend, the sector will require 32,250 cy every 2.5 years. The nourishment interval is dictated by the South Sector (described below). The Central Sector is the section of the beach where the hardbottom edge is closer to the shoreline, and nourishing this sector at an interval of every 5 years might result in nearshore hardbottom impacts.

- **South Sector.** In the South Sector, the maximum volume that can be placed above the 2019 conditions without impacts to hardbottom is 34,800 cy. The erosion rate for this sector is approximately -13,900 cy/yr (see Appendix A). Therefore, this beach will need to be nourished with 34,800 cy every 2.5 years to maintain the 2019 condition as a minimum beach width or beach profile.

Annual monitoring of the beach and nearshore is recommended to refine construction volumes and provide the City confidence that the nearshore hardbottom is being protected.

It is acknowledged that the South Sector of the beach has never been nourished on a 2.5-year cycle. The beach has eroded until a minimal width exists at SE 10th Street where the remaining recreational beach is narrow. This approach could be adopted in order to lengthen the nourishment interval and reduce the annual cost of the total program. Preliminary beach estimates indicate that a 4-year nourishment cycle may need approximately 111,200 cy every 4 years based on recent erosion rates.

3.2.1 Settlement Agreement Defined Beach Nourishment Parameters

The Settlement Agreement (Appendix K) outlines a beach nourishment program that is more specific than the programmatic design described in the previous section. The key differences include the following:

- a. 5-year nourishment interval. A longer nourishment interval will require a greater volume of sand to be placed on the beach. As shown in Table 1, the nearshore hardbottom limits the amount of sand that can be placed on each of the beach profiles without increasing the potential for impacts to the nearshore resources.
- b. Burying groins between SE 6th Street and SE 10th Street at the time of construction. In 2015, the volume of sand placed on the beach between 300 feet north of FDEP monument R-6¹ and monument R-6 was limited to dry beach placement to avoid nearshore hardbottom impacts. Sand placement densities were small and ranged from 1.5 cy/ft to 4 cy/ft. With sand placement densities limited to avoid hardbottom impacts, it may prove difficult to bury the groins at the time of construction without increasing the potential for impacting hardbottom resources.
- c. Sand placement from SE 6th Street to SE 10th Street within the City. This sand placement will require sand to be placed in areas north of the 2015 nourishment limits. The agreement further requires the Town of Hillsboro Beach to concurrently nourish the beach from SE

¹ FDEP Monument R-6 is located approximately halfway between SE 7th Street and SE 9th Street.

10th Street south to FDEP monument R-9. This extended length of nourishment may result in better sand volume retention over time by reducing, or delaying, alongshore diffusion. An extension of the erosion control line (Chapter 161, F.S.) further north is likely to be required.

While these parameters from the Settlement Agreement may create challenges in implementation, an optimized design may be developed to fulfill the intent of the settlement agreement while avoiding hardbottom resources. For example, an optimized design may include nourishment of the Central Sector shoreline to feed sand into the South Sector. An optimized design should be developed and discussed with the Town of Hillsboro Beach for concurrence prior to permitting and construction. Long term beach monitoring of the projects resulting from the Settlement Agreement designs will allow for fine tuning of the beach nourishment approach over time.

Based on the previously discussed erosion rates, a 5-year nourishment volume may require placement of up to 139,000 cubic yards on the City's beaches. This expectation may be an overestimate due to limitations on sand volumes that can be placed without impacting nearshore hardbottom north of FDEP monument R-6.

3.3 Sources of Sand

Several sources of sand are described in Appendix B. However, the sources considered and evaluated for beach nourishment within the City of Deerfield Beach are the following sources of compatible sands.

- a. ***Boca Raton Inlet Ebb Shoal.*** The ebb shoal contains beach compatible sands, which the City from time to time bypasses to their southern beach. Due to the limited space between the dunes and the nearshore hardbottom, the City of Boca Raton has a finite volume of sand that can be bypassed from their ebb shoal to their beach. The ebb shoal contains more sand than can be placed on the beach. While the ebb shoal is actively managed by the City of Boca Raton, the sand belongs to the State who has the authority to grant the City of Deerfield Beach permission to dredge and utilize the sand. Any use of the sand by the City should be in conjunction with City of Boca Raton's own bypassing operations in order to minimize the mobilization of a contract dredge. The City of Boca Raton's inlet dredge is not designed to dredge the ebb shoal and does not have the horsepower to pump the sand to the City of Deerfield Beach, so the City would need to pay to mobilize extra pipe and the cost of dredging and discharging excess stored sands at Boca Raton Inlet. This option will require cooperative efforts with the City of Boca Raton. Dredging would occur on the City of Boca Raton's schedule, which may or may not coincide with City needs.
- b. ***Offshore Sand Sources.*** Broward County and the Town of Hillsboro Beach have utilized offshore sand reserves to place beach compatible sand on the beaches within northern Broward County. The sand is medium grain quartz with fine shell hash. The color is light gray. The existing resources are finite and may be limited in the future. There are no known planned uses for this sand. Dredging from offshore requires mobilization of significant floating equipment and pipelines. This results in high mobilization costs and may only be beneficial if the required volume was large and/or

if there was a dredge mobilized for other work in the region. It may be best to reserve the use of the remaining sand for large post-storm emergency restorations.

- c. ***E.R. Jahana's Sand Mine in Ortona, Florida.*** This mine has been used previously on three occasions within the City of Deerfield Beach. This sand is a coarse quartz sand and originates from a commercial sand quarry. The quarry has long term reserves to serve its market. The quarry is approximately 120 miles from Deerfield Beach, which results in high trucking costs to deliver the sand. The sand is delivered in 22 ton trucks, with minimal mobilization cost associated with grading equipment. This source of sand is available throughout the year and can be scheduled at the City's convenience (subject to environmental permitting windows). This source can be considered sustainable over the long term.
- d. ***Opportunity Sand from Construction Contractors.*** This sand source refers to the sand obtained by the City in December 2019, from a contractor from an upland property. The sand is currently stored at the central campus facility. The cost of using this sand will include the cost to transport the sand from its current location to the beach, and will be considerably cheaper than obtaining equivalent volumes from the Ortona sand mine. The City should monitor other construction projects that could potentially produce beach compatible sands and consider acquiring the sand if it meets the needs of the City.
- e. ***Hillsboro Inlet Ebb Shoal and Channel.*** The Settlement Agreement provides that the Town of Hillsboro Beach will discuss the feasibility of dredging sand from the ebb shoal and channel of the District and pump it north to the nourishment project area. This may require a modification of the District's legislative charter. The sand would need to be dredged and transported 3.4 miles north (to SE 10th Street) and would require a contract dredge to accomplish the dredging and disposal. Recent high mobilization costs of contract dredges may affect the cost effectiveness of this alternative and should be evaluated further. The City should continue coordination with the Town of Hillsboro Beach throughout these discussions.

4 COST ESTIMATES

For planning purposes, the nourishment need is estimated at 69,550 cy every 2.5 years. The following preliminary cost options are summarized in Table 3 to show the potential range of nourishment costs. Actual costs experienced may be influenced by market forces (e.g. contractor availability), and the price of diesel fuel. The option of dredging the offshore sands was not included due to its high mobilization costs (>2 million) and the relatively small sand placement volumes proposed in this appendix.

Table 3: Potential Beach Nourishment Project Construction Costs Based on a 2.5-year Nourishment Cycle.

Option	Mobilization	Sand Unit Price	Sand Subtotal	Option Total	Effective Cost
Boca Raton Inlet Bypass	\$200,000	\$17.50/cy	\$1,217,125	\$1,417,125	\$20.38
Ortona Sand Mine	\$50,000	\$40.00/cy	\$2,782,000	\$2,832,000	\$40.72
Opportunity Sands	\$50,000	\$15.00/cy	\$1,043,250	\$1,093,250	\$15.72

4.1 Programmatic Budgeting at 2.5-Year Cycles

To best implement and manage this Beach Management Plan, programmatic costs include the following: design, permitting, monitoring, and construction costs for the beach and dune system. Assuming an annual program cost of \$100,000, plus a construction cost of \$2,832,000 (high value in Table 3) every 2.5 years, the annual cost of the program over a 30-year period is approximately \$1.21 million.

4.2 Programmatic Budgeting at 4 Year Cycles

To best implement and manage this Beach Management Plan, programmatic costs include the following: design, permitting, monitoring, and construction costs for the beach and dune system. Assuming an annual program cost of \$100,000, plus a construction cost of \$4,498,000 (using the high unit costs in Table 3 every 4 years, the annual cost of the program over a 30-year period is approximately \$1.13 million. This analysis indicates that assuming the high cost of truck haul sand from the Ortona Sand Mine, the annual cost to the City is rather insensitive to the frequency of nourishment. The City can nourish its beach on an as needed basis with reduced concern for optimizing the project economically.

4.3 Programmatic Budgeting at 5 year Cycles

To best implement and manage this Beach Management Plan, programmatic costs include the following: design, permitting, monitoring, and construction costs for the beach and dune system. Assuming an annual program cost of \$100,000, plus a construction cost of \$5,560,000 (using the

high unit costs in Table 3) every 5 years, the annual cost of the program over a 30-year period is approximately \$1.14 million. This analysis indicates that, assuming the high cost of truck haul sand from the Ortona Sand Mine, the annual cost to the City is rather insensitive to the frequency of nourishment. Therefore, the City may be able to nourish its beach on an as needed basis with reduced concern for optimizing the project economically.

DRAFT

**BEACH MANAGEMENT PLAN
CITY OF DEERFIELD BEACH**

**APPENDIX D
RECREATIONAL BENEFITS ANALYSIS**

Prepared for:

City of Deerfield Beach, Florida

Prepared by:

Aptim Environmental & Infrastructure, LLC

**BEACH MANAGEMENT PLAN
CITY OF DEERFIELD BEACH**

**APPENDIX D
RECREATIONAL BENEFITS ANALYSIS**

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BEACH MANAGEMENT PLAN CITY OF DEERFIELD BEACH

APPENDIX D RECREATIONAL BENEFITS ANALYSIS

1 INTRODUCTION

Recreational beach usage is an important aspect of developing a comprehensive beach management plan. A recreational benefit analysis, combined with the City of Deerfield Beach's (City) vulnerability to storms and long-term shoreline retreat, can be used to determine the economic viability of various beach management strategies. The State of Florida is starting to incorporate these types of analyses when determining cost sharing for various projects and the City can also use these studies to determine the benefit of beaches on the overall economy. The following analyses quantify the recreational value of the beaches within the City.

2 RECREATIONAL USE

The recreational use of the City's beaches was based on several aspects, which included:

- Beach usage surveys
- Lifeguard statistics
- Hotel revenues

2.1 BEACH USAGE SURVEYS

A beach user survey was developed to characterize the people using the City's beaches, quantify expenditures associated with a visit to the beach, and assess the value that the user assigns to their visit. The questionnaire that was developed is contained in Appendix D-1. To capture the seasonal variability of the City's beach users, a spring and a fall survey were conducted in each beach segment.

Participants were characterized as "residents" of the City if they live here for at least 6 months per year, "seasonal residents" if the participant lives in the City for less than 6 months, and "visitors" if the participant is in the City for less than 3 months a year. Participants that were residents of other local municipalities in Florida were classified as visitors for the purpose of this analysis. All participants were asked what they would be willing to pay for a day's use, if using the beach involved a cost; the results were quantified under "Beach Fee willing to Pay." In addition, the participants were asked to quantify their expenditures associated with their beach visit including transportation, food, parking, and other costs. These expenditures plus the beach fee were summed to estimate the total expenditures. It should be noted that participants were asked to quantify their

expenditures associated with lodging, but these estimates were omitted from the analysis since hotel revenues within the City were quantified separately (Section 2.3) and were assumed to be more representative of lodging expenses.

The spring survey was conducted on April 3, 2019 along the North, Central, and South Sectors. In total, 23 participants were surveyed of which 14 were classified as visitors, 5 were residents, and 4 were seasonal residents, as shown in Table 1.

Table 1. Beach User Survey – Spring 2019.

Classification	# of Participants	Beach Fee willing to Pay	Expenditures associated with Beach Visit				Total
			Transportation	Food	Parking	Other	
Visitor	14	\$2.50	\$0.71	\$5.71	\$3.21	\$0.00	\$12.13
Resident (≥6 months/year)	5	\$2.00	\$1.00	\$4.00	\$0.00	\$0.00	\$7.00
Seasonal Resident (<6 months/year)	4	\$2.50	\$0.00	\$0.00	\$3.75	\$0.00	\$6.25
Overall	23	\$2.39	\$0.65	\$4.35	\$2.61	\$0.00	\$9.99

The fall surveys were conducted on November 23, 2019 and November 27, 2019 at the North, Central, and South Sectors. In total, 33 participants were surveyed of which 17 were classified as visitors, 5 were residents, and 11 were seasonal residents, as shown in Table 2. For consistency, the same questionnaire was used for the spring and fall surveys.

Table 2: Beach User Survey – Fall 2019.

Classification	# of Participants	Beach Fee willing to Pay	Expenditures associated with Beach Visit				Total
			Transportation	Food	Parking	Other	
Visitor	17	\$4.71	\$3.53	\$18.24	\$4.71	\$0.00	\$26.48
Resident (≥6 months/year)	5	\$5.00	\$0.00	\$20.00	\$1.00	\$2.00	\$27.00
Seasonal Resident (<6 months/year)	11	\$3.64	\$0.00	\$5.45	\$2.73	\$0.00	\$9.09
Overall	33	\$4.40	\$1.82	\$14.24	\$3.49	\$0.30	\$20.76

The seasonal variation in the total expenditures were significant for the visitors and residents, but were minor for the seasonal residents. The difference between the Spring 2019 and Fall 2019 survey expenditures for food by the visitors and residents is likely due to the fall survey being conducted in close proximity to the Thanksgiving holiday.

The spring and fall survey results were averaged to define the distribution and total expenditures associated with the three classifications of beach visitors. The averages used in quantifying the recreational value of the City's beaches are shown in

Table 3. The average expenditure per beach visit was thus estimated to be \$14.36, excluding accommodation costs. The value of the average beach visit was \$3.44 per person.

Table 3: Beach User Survey – Average 2019.

Classification	Distribution of Visitors	Beach Fee willing to Pay	Expenditures associated with Beach Visit				
			Transportation	Food	Parking	Other	Total
Visitor	55%	\$3.61	\$2.12	\$11.98	\$3.96	\$0.00	\$17.70
Resident (≥6 months/year)	18%	\$3.50	\$0.50	\$12.00	\$0.50	\$1.00	\$17.00
Seasonal Resident (<6 months/year)	27%	\$3.07	\$0.00	\$2.73	\$3.24	\$0.00	\$5.80
Overall	100%	\$3.44	\$1.26	\$9.48	\$3.14	\$0.18	\$14.36

2.2 LIFEGUARD STATISTICS

The City provides various services to the visitors at the public beach accesses. One of these services includes lifeguards who are the first responders in case of medical emergencies or threatening situations that occur at the beaches. In addition, the lifeguards count the number of visitors to the beach and report the statistics to the United States Lifesaving Association (USLA). Beach usage counts from nine (9) lifeguard towers (Figure 1) between January 1, 2018 and December 31, 2018 were provided by the City of Deerfield Beach Ocean Rescue and are summarized in Table 4.



Figure 1: Lifeguard Tower Locations in Deerfield Beach.

Table 4: Annual Attendance and Public Parking.

Beach Access	Annual Attendance according to Lifeguard Statistics	Parking Spaces
Deerfield Beach	2,713,000	1,091

The quantity of the three types of beachgoers at Deerfield Beach were subdivided between visitors, residents, and seasonal residents based on the distribution of beach visitors established in

Table 3. The distribution of annual beachgoers at public beach accesses is shown in Table 5 and Figure 2.

Table 5: Distribution of Annual Visitors at Public Beach Accesses.

Public Beach Accesses			
Annual Visits			
Visitor	Resident ≥6 months/year)	Seasonal Resident (<6 months/year)	Total Visits
1,492,150	488,340	732,510	2,713,000

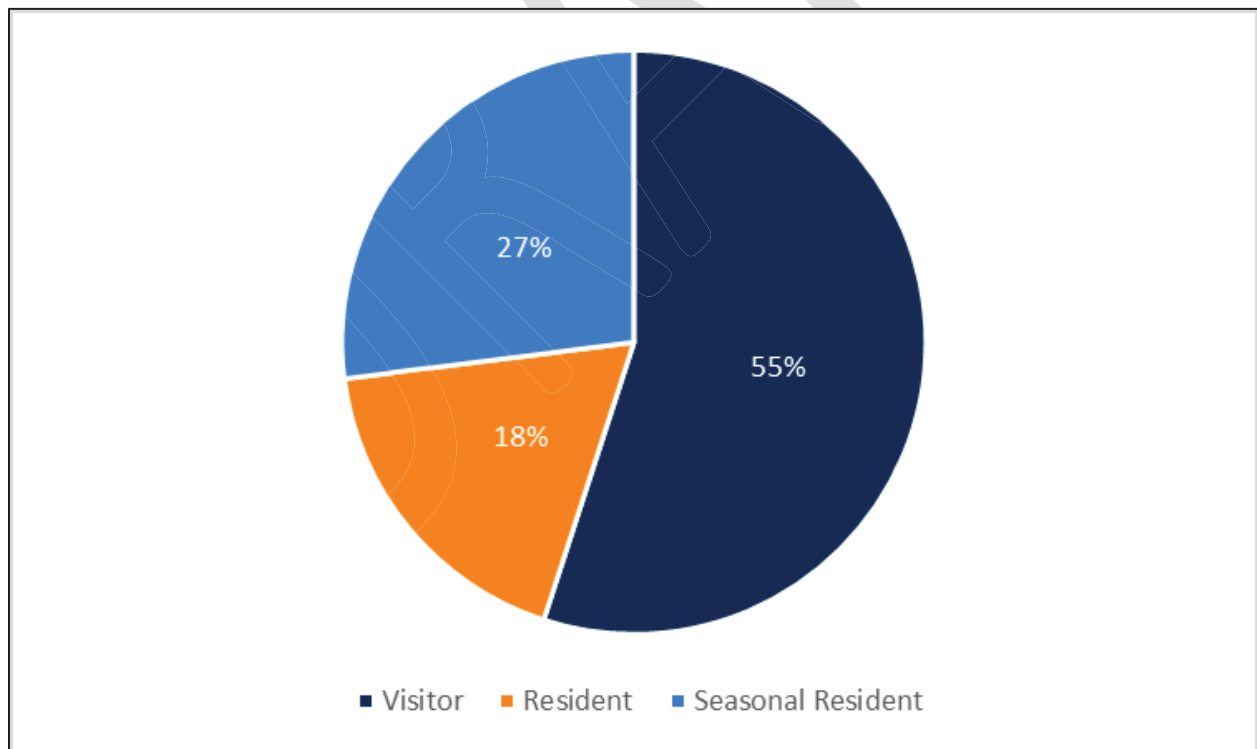


Figure 2: Distribution of Annual Visitors at Public Beach Accesses.

2.3 HOTEL REVENUES

The Tourist Development Tax Section of Broward County provided revenues generated by hotels within the City of Deerfield Beach, which were used to determine the annual hotel economic value. Note that during the beach usage surveys, participants were asked to quantify their expenditures associated with lodging, however, these estimates were omitted as the 2018 Tourist Development Tax was assumed to provide a better estimate of the actual lodging expenses.

The data provided by the City, and verified with the Greater Fort Lauderdale Visitor's Bureau, indicated that there were a total of 29 hotels (this includes motels, inns, resorts, spas, and lodges) within the City, with a capacity of 1,792 rooms. The Broward County Tourist Development Tax Section reported that the FY2018 tourist development taxes for the City were \$3,525,590. At a tax rate of 6%, the annual hotel revenue for the City for FY2018 was calculated to be \$58,759,830. Including the tourist development tax (6%), the total economic value generated by hotels in Deerfield Beach was estimated to be \$62,285,400. This equated to an economic value of approximately \$34,800 per room per year within the City of Deerfield Beach.

Of the 29 hotels within the City, 10 hotels were classified as "Oceanside" due to their proximity to beach accesses. Oceanside hotels were considered to be any public lodging establishment located within a quarter-mile of the beach. Under that assumption, the following public lodging establishments were included: Wyndam Hotel, Berkshire Beach Club, the Emerald Seas, Royal Blues Hotel, Embassy Suites, Ocean Pearl, Ashley Brooke Resort, Ocean Villas, Tropic Isle Beach Resort, and the Carriage House Resort Motel. These accommodations accounted for 557 of the 1,792 rooms within the City. Assuming that the total annual economic value (revenue + tourist tax) generated by each room was the same regardless of quality, amenities, and location, the economic value of the "Oceanside" rooms was estimated at approximately \$19,383,600 as shown in Table 6. This is likely a conservative estimate as oceanside accommodation is typically more expensive than accommodations not located on the beach.

Table 6: Annual Economic Value of "Oceanside" Hotel Rooms.

Number of "Oceanside" Rooms	Annual Hotel Revenue + Tourist Tax
557	\$19,383,600

3 RECREATIONAL VALUE

The data obtained from the beach usage surveys, lifeguard statistics, and hotel revenues were compiled to estimate the recreational value of the City's beaches (Table 7). Specifically,

- The beach usage surveys were used to determine the distribution of beachgoers. As shown in Figure 2, it was estimated that 55% of beach users were visitors, 18% were residents, and 27% were seasonal residents.
- The lifeguard statistics were used to estimate the annual attendance of beachgoers and approximate the annual number of beachgoers per beach access parking space. In total, it was estimated that there are approximately 2,713,000 beachgoers at the City's beach per year.

The beach usage surveys were used to determine the total expenditures (excluding lodging) associated with a beach visit as shown in

- Table 3. It was estimated that visitors spent on average \$17.70 per visit, while residents spent \$17.00 and seasonal residents spent \$5.80, resulting in an average total expenditure of \$14.36 per person.
- The hotel revenue data provided by Broward County's Tourist Development Tax Section were used to estimate the number of "Oceanside" hotel rooms and the value of each room. The economic value of a hotel room was estimated at \$2,100 per year. The total economic value of the hotels was estimated at approximately \$1,169,700 per year.

Based on the analysis, it was estimated that beach user expenditures while visiting the City's beaches totaled approximately \$38,957,800 per year. The economic value of the "Oceanside" hotels was estimated at \$19,383,600 per year. The total recreational value attributed to the beaches was estimated at \$58,341,400 per year. The results of the recreational analysis and the values are shown in Table 7 and Figure 3. In summary, the City's beaches result in significant economic activity to the City, and its businesses.

Table 7: Recreational Value of the City's Beaches.

Visitor	Annual Expenditures Excluding Lodging		Total Expenditures	Hotel Annual Economic Value	Total Annual Recreational Value
	Resident ≥6 months/year	Seasonal Resident (<6 months/year)			
\$26,411,100	\$8,301,800	\$4,244,900	\$38,957,800	\$19,383,600	\$58,341,400

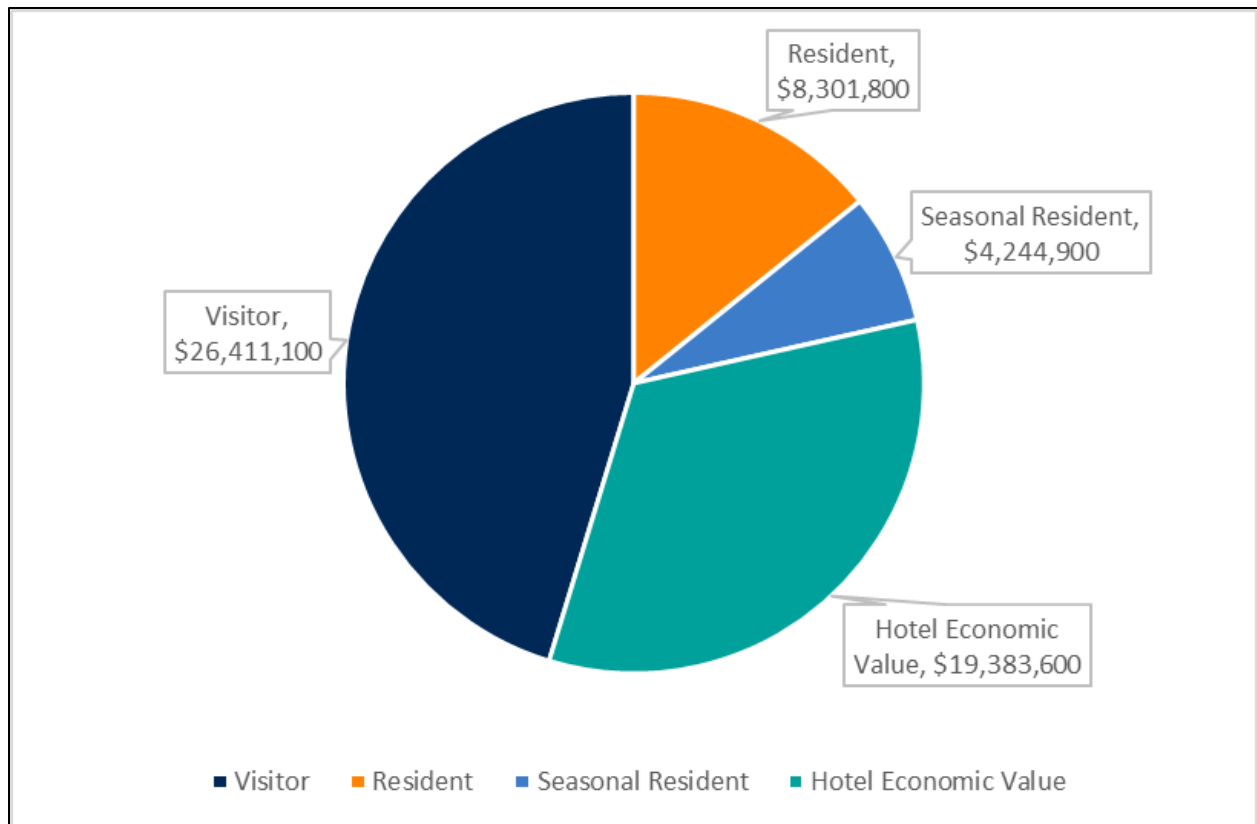


Figure 3: Recreational Value of the City's Beaches.

**BEACH MANAGEMENT PLAN
CITY OF DEERFIELD BEACH**

**APPENDIX D-1
BEACH USER SURVEY**

Prepared for:

City of Deerfield Beach, Florida

Prepared by:

Aptim Environmental & Infrastructure, LLC

City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: _____ Date: ____/____/19 Time: _____AM / PM

Beach Location: ☐ North Beach Area ☐ Middle Beach Area ☐ South Beach Area

Weather: ☐ Sunny ☐ Cloudy ☐ Rain Surf: ☐ Calm ☐ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

_____ people

2. Total Expected length of time at the beach today?

_____ hours

3. What is the primary reason for your beach visit today?

☐ Sunning/Swimming

☐ Exercising

☐ Surfing

☐ Walking/Shelling

☐ Snorkeling/Diving

☐ Other _____

4. Do you live in Deerfield Beach?

☐ No

☐ Yes, 3-6 months/year

☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town _____ State _____ ZIP/Country _____

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00

☐ \$5.00 to \$10.00

☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____

Parking \$ _____

Activities \$ _____

Food \$ _____

Lodging \$ _____

Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age

☐ Under 25

☐ 25 to 39

☐ 39 to 59

☐ Over 60

Occupation

☐ Student

☐ Retired

☐ Employed

☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: _____

10. What is your favorite part of your visit to the beach today?

11. Do you have any suggestions for improving the beach experience?

--- If a **RESIDENT of Deerfield Beach** for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☐ Vacation ☐ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

_____ day(s)

14. What is the size of your traveling party?

_____ people

15. How often will you visit Deerfield Beach's beaches during your stay?

_____ day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day
Dining Out \$ _____/day
Food/Groceries \$ _____/day
Entertainment/Recreation \$ _____/day
Shopping \$ _____/day
Gas/Car Rental \$ _____/day
Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☐ Air, which airport? _____
☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____	_____/_____	_____
2.	_____	_____/_____	_____
3.	_____	_____/_____	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Patrick Bardes Date: 4 / 3 / 19 Time: 11:15 AM/PM

Beach Location: ☐ North Beach Area ☐ Middle Beach Area ☐ South Beach Area

Weather: ☒ Sunny ☐ Cloudy ☐ Rain Surf: ☐ Calm ☐ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

3 people

2. Total Expected length of time at the beach today?

3 hours

3. What is the primary reason for your beach visit today?

☐ Sunning/Swimming ☐ Exercising ☐ Surfing
☐ Walking/Shelling ☐ Snorkeling/Diving ☐ Other Clean up

4. Do you live in Deerfield Beach?

☒ No ☐ Yes, 3-6 months/year ☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town _____ State _____ ZIP/Country _____

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00 ☒ \$5.00 to \$10.00 ☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____ Parking \$ 9 Activities \$ _____
Food \$ _____ Lodging \$ _____ Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age	Occupation
☐ Under 25 ☐ 25 to 39	☐ Student ☐ Retired
☒ 39 to 59 ☐ Over 60	☐ Employed ☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 10 +

10. What is your favorite part of your visit to the beach today?

Cleanliness

11. Do you have any suggestions for improving the beach experience?

more beach clean ups

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☐ Vacation ☐ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

_____ day(s)

14. What is the size of your traveling party?

_____ people

15. How often will you visit Deerfield Beach's beaches during your stay?

_____ day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day
Dining Out \$ _____/day
Food/Groceries \$ _____/day
Entertainment/Recreation \$ _____/day
Shopping \$ _____/day
Gas/Car Rental \$ _____/day
Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☐ Air, which airport? _____
☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____/	_____/	_____
2.	_____/	_____/	_____
3.	_____/	_____/	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Hillary Silverstone

Date: 4 / 3 / 19

Time: 2 AM / PM

Beach Location: ☐ North Beach Area ☐ Middle Beach Area ☒ South Beach Area

Weather: ☐ Sunny ☒ Cloudy ☐ Rain

Surf: ☐ Calm ☒ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

2 people

2. Total Expected length of time at the beach today?

2-3 hours

3. What is the primary reason for your beach visit today?

☐ Sunning/Swimming

☐ Exercising

☐ Surfing

☐ Walking/Shelling

☐ Snorkeling/Diving

☐ Other Being together

4. Do you live in Deerfield Beach?

☐ No

☒ Yes, 3-6 months/year

☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town NY State NY ZIP/Country 10280

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00

☐ \$5.00 to \$10.00

Not charged in front of Embassy

7. How much did you spend on your beach visit today?

Transportation \$

Parking \$ 5-

Activities \$

Food \$

Lodging \$

Other \$

8. Please tell us about yourself. (check one from each box)

Age

Occupation

☐ Under 25 ☐ 25 to 39

☐ Student

☒ Retired

☐ 39 to 59 ☒ Over 60

☐ Employed

☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating:

10. What is your favorite part of your visit to the beach today?

11. Do you have any suggestions for improving the beach experience?

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

Continued on Other Side

V Kelly
646 321 4053

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☐ Vacation ☐ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) Seasonal owner

13. What is your expected length of stay in Deerfield Beach?

winter - 3 mos day(s)

14. What is the size of your traveling party?

2 - 8 people

15. How often will you visit Deerfield Beach's beaches during your stay?

Daily day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____ /day
 Dining Out \$ 50 /day
 Food/Groceries \$ 100 /day
 Entertainment/Recreation \$ 50 /day
 Shopping \$ 50 /day
 Gas/Car Rental \$ 350 wk /day rent cars
 Other (describe) \$ _____ /day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☐ Air, which airport? FLC
☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	<u>No</u>		
2.			
3.			

It would cost nothing if I simply walked to beach near my home - but
 due to disgusting condition of beach in front of Embassy the car need
 2 more apts, unload, & search for parking - So I can enjoy sister!
 On beach experience always #5
 Clear or force Embassy to maintain beach front

City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Hillary Silverstone ~~Patrick Barnes~~ Date: 4 / 3 / 19 Time: 2: PM AM / PM

Beach Location: ☐ North Beach Area ☐ Middle Beach Area ☐ South Beach Area

Weather: ☒ Sunny ☐ Cloudy ☐ Rain Surf: ☐ Calm ☐ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

2 people

2. Total Expected length of time at the beach today?

4 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming ☐ Exercising ☐ Surfing
☐ Walking/Shelling ☐ Snorkeling/Diving ☐ Other _____

4. Do you live in Deerfield Beach?

☐ No ☒ Yes, 3-6 months/year ☒ Yes, 6+ months/year 50324 N

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town _____ State _____ ZIP/Country _____

6. If using the beach involved a cost, what would you be willing to pay for a day's use? 0

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00 ☐ \$5.00 to \$10.00 ☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____ Parking \$ _____ Activities \$ _____
Food \$ _____ Lodging \$ _____ Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age		Occupation	
☐ Under 25	☐ 25 to 39	☐ Student	☒ Retired
☐ 39 to 59	☒ Over 60	☐ Employed	☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

I live behind Embassy - I can't sit on beach there as it is a disgrace w/ seaweed
Rating: I have to walk N + h

10. What is your favorite part of your visit to the beach today?

Having a chance to answer this question

11. Do you have any suggestions for improving the beach experience?

Pls clean area in front of Embassy + install a RAMP for handicap

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☐ Vacation ☐ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) live here

13. What is your expected length of stay in Deerfield Beach?

_____ day(s)

14. What is the size of your traveling party?

_____ people

15. How often will you visit Deerfield Beach's beaches during your stay?

_____ day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day
Dining Out \$ _____/day
Food/Groceries \$ _____/day
Entertainment/Recreation \$ _____/day
Shopping \$ _____/day
Gas/Car Rental \$ _____/day
Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☐ Air, which airport? _____
☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____	_____/_____	_____
2.	_____	_____/_____	_____
3.	_____	_____/_____	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Hillary Silverstone

Date: 4 / 3 / 19

Time: 2:30 AM (PM)

Beach Location: ☐ North Beach Area ☐ Middle Beach Area ☒ South Beach Area

Weather: ☐ Sunny ☒ Cloudy ☐ Rain

Surf: ☐ Calm ☒ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

4

people

2. Total Expected length of time at the beach today?

8

hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming

☒ Exercising

☐ Surfing

☒ Walking/Shelling

☐ Snorkeling/Diving

☐ Other _____

4. Do you live in Deerfield Beach?

☒ No

☐ Yes, 3-6 months/year

☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town Woma

State IL

ZIP/Country 48154

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00

☐ \$5.00 to \$10.00

☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____

Parking \$ _____

Activities \$ _____

Food \$ _____

Lodging \$ _____

Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age

☐ Under 25

☐ 25 to 39

☒ 39 to 59

☐ Over 60

Occupation

☐ Student

☒ Retired

☐ Employed

☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

listening to the waves & heat

11. Do you have any suggestions for improving the beach experience?

no

--- If a **RESIDENT** of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

☐ Business/Convention ☐ Visit Friends/Relatives

☒ Vacation ☐ Seasonal Visitor

☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

7 day(s)

14. What is the size of your traveling party?

4 people

15. How often will you visit Deerfield Beach's beaches during your stay?

7 day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day

Dining Out \$ _____/day

Food/Groceries \$ _____/day

Entertainment/Recreation \$ _____/day

Shopping \$ _____/day

Gas/Car Rental \$ _____/day

Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

☒ Auto

☐ Air, which airport? _____

☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____	_____/_____	_____
2.	_____	_____/_____	_____
3.	_____	_____/_____	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Hillary Silverstone Date: 4 / 3 / 19 Time: _____ AM / PM

Beach Location: ☐ North Beach Area ☐ Middle Beach Area ☐ South Beach Area

Weather: ☐ Sunny ☐ Cloudy ☐ Rain Surf: ☐ Calm ☐ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

1 people

2. Total Expected length of time at the beach today?

1 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming ☐ Exercising ☐ Surfing
☐ Walking/Shelling ☐ Snorkeling/Diving ☐ Other _____

4. Do you live in Deerfield Beach?

☐ No ☐ Yes, 3-6 months/year ☒ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town _____ State _____ ZIP/Country _____

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☒ Less Than \$5.00 ☐ \$5.00 to \$10.00 ☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ 5 Parking \$ 3 Activities \$ _____
Food \$ _____ Lodging \$ _____ Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age	Occupation
☐ Under 25 ☒ 25 to 39	☐ Student ☐ Retired
☐ 39 to 59 ☐ Over 60	☒ Employed ☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

Peace + Quiet free activity

11. Do you have any suggestions for improving the beach experience?

freedom to use beach

--- If a **RESIDENT** of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

☐ Business/Convention ☐ Visit Friends/Relatives

☐ Vacation ☐ Seasonal Visitor

☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

_____ day(s)

14. What is the size of your traveling party?

_____ people

15. How often will you visit Deerfield Beach's beaches during your stay?

_____ day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day

Dining Out \$ _____/day

Food/Groceries \$ _____/day

Entertainment/Recreation \$ _____/day

Shopping \$ _____/day

Gas/Car Rental \$ _____/day

Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

☐ Auto

☐ Air, which airport? _____

☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____	_____/_____	_____
2.	_____	_____/_____	_____
3.	_____	_____/_____	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Patrick Bardes Date: 4 / 3 / 19 Time: _____ AM / PM

Beach Location: ☐ North Beach Area ☐ Middle Beach Area ☒ South Beach Area

Weather: ☐ Sunny ☒ Cloudy ☐ Rain Surf: ☐ Calm ☐ Choppy ☒ Rough

1. Number of people with you at the beach today (including yourself)?

2

people

2. Total Expected length of time at the beach today?

4-5

hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming

☒ Exercising

☐ Surfing

☐ Walking/Shelling

☐ Snorkeling/Diving

☐ Other _____

4. Do you live in Deerfield Beach?

☐ No

☒ Yes, 3-6 months/year

☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town St. Agathe des Monts State Quebec ZIP/Country CANADA

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☒ Less Than \$5.00

☐ \$5.00 to \$10.00

☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$

Parking \$ 5.00

Activities \$

Food \$

Lodging \$

Other \$

8. Please tell us about yourself. (check one from each box)

Age

Occupation

☐ Under 25 ☐ 25 to 39

☐ Student

☒ Retired

☐ 39 to 59 ☒ Over 60

☐ Employed

☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 4.7

10. What is your favorite part of your visit to the beach today?

Reading in the wind!

11. Do you have any suggestions for improving the beach experience?

everything is fine for us! Better than snow!

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☐ Vacation ☒ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

Nov. Dec. + April ≈ 80 day(s)

14. What is the size of your traveling party?

2 people

15. How often will you visit Deerfield Beach's beaches during your stay?

almost every day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day
Dining Out \$ ≈ 40 /day not often -
Food/Groceries \$ ≈ 35 /day
Entertainment/Recreation \$ _____/day
Shopping \$ _____/day
Gas/Car Rental \$ / /day
Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☒ Air, which airport? FORT LAUDERDALE from Dade County
☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit? usually not -

	Destination	Purpose/Days	Daily Expenditures
1.	Sane time in Miami	/	
2.		and West Coast - Naples - -	
3.		/	



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Patrick Bardes

Date: 4 / 3 / 19

Time: 3:10 AM / (PM)

Beach Location: ☐ North Beach Area ☒ Middle Beach Area ☐ South Beach Area

Weather: ☐ Sunny ☒ Cloudy ☐ Rain

Surf: ☐ Calm ☒ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

2 people

2. Total Expected length of time at the beach today?

3 hours

3. What is the primary reason for your beach visit today?

☐ Sunning/Swimming

☐ Exercising

☐ Surfing

☒ Walking/Shelling

☐ Snorkeling/Diving

☐ Other _____

4. Do you live in Deerfield Beach?

☒ No

☐ Yes, 3-6 months/year

☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town SUNRISE State FL ZIP/Country _____

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00

☒ \$5.00 to \$10.00

☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____

Parking \$ 10

Activities \$ _____

Food \$ 30

Lodging \$ _____

Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age

☐ Under 25

☐ 25 to 39

☒ 39 to 59

☐ Over 60

Occupation

☐ Student

☐ Retired

☒ Employed

☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 4

10. What is your favorite part of your visit to the beach today?

People watching

11. Do you have any suggestions for improving the beach experience?

No smoking

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☐ Vacation ☐ Seasonal Visitor
☒ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

_____ 1 _____ day(s)

14. What is the size of your traveling party?

_____ 2 _____ people

15. How often will you visit Deerfield Beach's beaches during your stay?

_____ 1 _____ day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____ /day
Dining Out \$ 15 /day
Food/Groceries \$ 20 /day
Entertainment/Recreation \$ 30 /day
Shopping \$ _____ /day
Gas/Car Rental \$ 9 /day
Other (describe) \$ _____ /day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☐ Air, which airport? _____
☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Patrick Bardes

Date: 4 / 3 / 19

Time: 3 AM / PM

Beach Location: ☐ North Beach Area ☐ Middle Beach Area ☐ South Beach Area

Weather: ☐ Sunny ☒ Cloudy ☐ Rain

Surf: ☐ Calm ☐ Choppy ☒ Rough

1. Number of people with you at the beach today (including yourself)?

1 people

2. Total Expected length of time at the beach today?

3-4 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming

☒ Exercising

☐ Surfing

☐ Walking/Shelling

☐ Snorkeling/Diving

☐ Other _____

4. Do you live in Deerfield Beach?

☐ No

☐ Yes, 3-6 months/year

☒ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town _____ State _____ ZIP/Country _____

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00

☒ \$5.00 to \$10.00

☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____

Parking \$ _____

Activities \$ _____

Food \$ 20

Lodging \$ _____

Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age

☐ Under 25

☒ 25 to 39

☐ 39 to 59

☐ Over 60

Occupation

☐ Student

☐ Retired

☒ Employed

☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

Breeze

11. Do you have any suggestions for improving the beach experience?

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☐ Vacation ☐ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

_____ day(s)

14. What is the size of your traveling party?

_____ people

15. How often will you visit Deerfield Beach's beaches during your stay?

_____ day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day
Dining Out \$ _____/day
Food/Groceries \$ _____/day
Entertainment/Recreation \$ _____/day
Shopping \$ _____/day
Gas/Car Rental \$ _____/day
Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☐ Air, which airport? _____
☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____/_____	_____/_____	_____
2.	_____/_____	_____/_____	_____
3.	_____/_____	_____/_____	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Hillary Silverstone ~~Patrick Bordes~~ Date: 4 / 3 / 19 Time: _____ AM / PM

Beach Location: ☐ North Beach Area ☐ Middle Beach Area ☒ South Beach Area

Weather: ☐ Sunny ☒ Cloudy ☐ Rain Surf: ☐ Calm ☐ Choppy ☒ Rough

1. Number of people with you at the beach today (including yourself)?

3 people

2. Total Expected length of time at the beach today?

2 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming ☐ Exercising ☐ Surfing
☐ Walking/Shelling ☐ Snorkeling/Diving ☐ Other _____

4. Do you live in Deerfield Beach?

☒ No ☐ Yes, 3-6 months/year ☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town Cynthiana Point State FL ZIP/Country _____

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☒ Less Than \$5.00 ☐ \$5.00 to \$10.00 ☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ 5 Parking \$ 5 Activities \$ _____
Food \$ 25 Lodging \$ _____ Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age		Occupation	
☐ Under 25	☐ 25 to 39	☐ Student	☐ Retired
☒ 39 to 59	☐ Over 60	☒ Employed	☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 4

10. What is your favorite part of your visit to the beach today?

Location : less crowded

11. Do you have any suggestions for improving the beach experience?

the water needs to be cleaned / lots of trash in the water

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☒ Vacation ☐ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

7 day(s)

14. What is the size of your traveling party?

3 people

15. How often will you visit Deerfield Beach's beaches during your stay?

5 day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ 0 /day
Dining Out \$ 50 /day
Food/Groceries \$ 25 /day
Entertainment/Recreation \$ 100 /day
Shopping \$ 150 /day
Gas/Car Rental \$ 100 /day
Other (describe) \$ _____ /day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☒ Auto
☐ Air, which airport? _____
☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	<u>Orlando</u>	<u>Universal</u>	<u>\$200</u>
2.	_____	_____	_____
3.	_____	_____	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Hillary Silverstone Date: 4 / 3 / 19 Time: 11 (AM) / PM

Beach Location: ☐ North Beach Area ☒ Middle Beach Area ☐ South Beach Area

Weather: ☐ Sunny ☒ Cloudy ☐ Rain Surf: ☐ Calm ☐ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

2 people

2. Total Expected length of time at the beach today?

2 hours

3. What is the primary reason for your beach visit today?

☐ Sunning/Swimming ☐ Exercising ☐ Surfing
☒ Walking/Shelling ☐ Snorkeling/Diving ☐ Other _____

4. Do you live in Deerfield Beach?

☒ No ☐ Yes, 3-6 months/year ☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town Toms River State NJ ZIP/Country 08753

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☒ Less Than \$5.00 ☐ \$5.00 to \$10.00 ☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____ Parking \$ 3.10 Activities \$ _____
Food \$ _____ Lodging \$ _____ Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age		Occupation	
☐ Under 25	☐ 25 to 39	☐ Student	☒ Retired
☐ 39 to 59	☒ Over 60	☐ Employed	☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

surf

11. Do you have any suggestions for improving the beach experience?

none

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☐ Vacation ☐ Seasonal Visitor
☒ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

few hours day(s)

14. What is the size of your traveling party?

2 people

15. How often will you visit Deerfield Beach's beaches during your stay?

once a week day(s)
over 3 1/2 mos.

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day
Dining Out \$ Lunch \$40 + /day
Food/Groceries \$ _____/day
Entertainment/Recreation \$ _____/day
Shopping \$ _____/day
Gas/Car Rental \$ _____/day
Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☒ Air, which airport? _____
☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	<u>Boca Raton</u>	<u>3 months</u>	<u>—</u>
2.	_____	_____	_____
3.	_____	_____	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Hillary Silverstone

Date: 4 / 3 / 19

Time: 11:00 AM / PM

Beach Location: ☐ North Beach Area ☐ Middle Beach Area ☐ South Beach Area

Weather: ☐ Sunny ☒ Cloudy ☐ Rain

Surf: ☐ Calm ☒ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

2

people

2. Total Expected length of time at the beach today?

1 1/2 hr.

hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming

☐ Exercising

☐ Surfing

☒ Walking/Shelling

☐ Snorkeling/Diving

☐ Other _____

4. Do you live in Deerfield Beach?

☒ No

☐ Yes, 3-6 months/year

☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town Boca + Towns River State NY ZIP/Country 08753

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☒ Less Than \$5.00

☐ \$5.00 to \$10.00

☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____

Parking \$ 3.00

Activities \$ _____

Food \$ _____

Lodging \$ _____

Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age

☐ Under 25

☐ 25 to 39

☐ 39 to 59

☒ Over 60

Occupation

☐ Student

☐ Employed

☒ Retired

☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

PAVER - walk way

11. Do you have any suggestions for improving the beach experience?

NO

--- If a **RESIDENT** of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

☐ Business/Convention ☐ Visit Friends/Relatives

☒ Vacation ☐ Seasonal Visitor

☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

2 hrs day(s)

14. What is the size of your traveling party?

2 people

15. How often will you visit Deerfield Beach's beaches during your stay?

1-2 day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day

Dining Out \$ 8/25 /day

Food/Groceries \$ _____/day

Entertainment/Recreation \$ _____/day

Shopping \$ _____/day

Gas/Car Rental \$ _____/day

Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

☐ Auto

☒ Air, which airport? ft lauderdale

☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____	_____/_____	_____
2.	_____	_____/_____	_____
3.	_____	_____/_____	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Patrick Bardes

Date: 4 / 3 / 19

Time: 10:37 AM / PM

Beach Location: ☐ North Beach Area ☐ Middle Beach Area ☐ South Beach Area

Weather: ☐ Sunny ☒ Cloudy ☐ Rain

Surf: ☐ Calm ☒ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

4 people

2. Total Expected length of time at the beach today?

3 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming

☒ Exercising

☐ Surfing

☒ Walking/Shelling

☐ Snorkeling/Diving

☐ Other _____

4. Do you live in Deerfield Beach?

☒ No

☐ Yes, 3-6 months/year

☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town Montreal State _____ ZIP/Country Canada

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00

☒ \$5.00 to \$10.00

☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____

Parking \$ 46

Activities \$ _____

Food \$ _____

Lodging \$ _____

Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age

☐ Under 25 ☐ 25 to 39

☐ 39 to 59 ☒ Over 60

Occupation

☐ Student

☒ Retired

☐ Employed

☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

Grassy Area

11. Do you have any suggestions for improving the beach experience?

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☐ Vacation ☒ Seasonal Visitor
☒ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

160 day(s)

14. What is the size of your traveling party?

4 people

15. How often will you visit Deerfield Beach's beaches during your stay?

80 day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day
Dining Out \$ _____/day
Food/Groceries \$ _____/day
Entertainment/Recreation \$ _____/day
Shopping \$ _____/day
Gas/Car Rental \$ _____/day
Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☒ Air, which airport? FLL
☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Hillary Silverstone

Date: 4 / 3 / 19

Time: 10:30 (AM/PM)

Beach Location: ☒ North Beach Area ☐ Middle Beach Area ☐ South Beach Area

Weather: ☐ Sunny ☒ Cloudy ☐ Rain

Surf: ☐ Calm ☐ Choppy ☒ Rough

1. Number of people with you at the beach today (including yourself)?

6

people

2. Total Expected length of time at the beach today?

2

hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming

☐ Exercising

☐ Surfing

☐ Walking/Shelling

☐ Snorkeling/Diving

☐ Other _____

4. Do you live in Deerfield Beach?

☒ No

☐ Yes, 3-6 months/year

☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town Coral Springs State FL ZIP/Country 33071

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00

☒ \$5.00 to \$10.00

☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____

Parking \$ 10

Activities \$ _____

Food \$ _____

Lodging \$ _____

Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age

☐ Under 25 ☐ 25 to 39

☒ 39 to 59 ☐ Over 60

Occupation

☐ Student

☐ Retired

☒ Employed

☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 4

10. What is your favorite part of your visit to the beach today?

SAND Kids playing

11. Do you have any suggestions for improving the beach experience?

more parking close to beach

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☐ Vacation ☒ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

1 day(s)

14. What is the size of your traveling party?

6 people

15. How often will you visit Deerfield Beach's beaches during your stay?

1 day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day
Dining Out \$ _____/day
Food/Groceries \$ _____/day
Entertainment/Recreation \$ _____/day
Shopping \$ _____/day
Gas/Car Rental \$ _____/day
Other (describe) \$ 16 /day, Parking

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☐ Air, which airport? _____
☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____	_____/_____	_____
2.	_____	_____/_____	_____
3.	_____	_____/_____	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Hillary Silverstone

Date: 4 / 3 / 19

Time: 1:05 PM

Beach Location: ☐ North Beach Area ☐ Middle Beach Area ☐ South Beach Area

Weather: ☐ Sunny ☒ Cloudy ☐ Rain

Surf: ☐ Calm ☒ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

1 people

2. Total Expected length of time at the beach today?

3-4 hours

3. What is the primary reason for your beach visit today?

☐ Sunning/Swimming

☒ Exercising

☐ Surfing

☐ Walking/Shelling

☐ Snorkeling/Diving

☐ Other _____

4. Do you live in Deerfield Beach?

☐ No

☐ Yes, 3-6 months/year

☒ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town _____ State _____ ZIP/Country _____

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00

☒ \$5.00 to \$10.00

☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____

Parking \$ _____

Activities \$ _____

Food \$ _____

Lodging \$ _____

Other \$ 0

8. Please tell us about yourself. (check one from each box)

Age

☐ Under 25 ☒ 25 to 39

☐ 39 to 59 ☐ Over 60

Occupation

☐ Student

☐ Retired

☒ Employed

☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 10

10. What is your favorite part of your visit to the beach today?

working out - getting sandy

11. Do you have any suggestions for improving the beach experience?

The Beachrooms

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☐ Vacation ☐ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

_____ day(s)

14. What is the size of your traveling party?

_____ people

15. How often will you visit Deerfield Beach's beaches during your stay?

_____ day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day
Dining Out \$ _____/day
Food/Groceries \$ _____/day
Entertainment/Recreation \$ _____/day
Shopping \$ _____/day
Gas/Car Rental \$ _____/day
Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☐ Air, which airport? _____
☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____	_____/_____	_____
2.	_____	_____/_____	_____
3.	_____	_____/_____	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Hillary Silverstone Date: 4 / 3 / 19 Time: _____ AM / PM

Beach Location: ☐ North Beach Area ☐ Middle Beach Area ☐ South Beach Area

Weather: ☐ Sunny ☐ Cloudy ☐ Rain Surf: ☐ Calm ☐ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

2 people

2. Total Expected length of time at the beach today?

4 hours

3. What is the primary reason for your beach visit today?

☐ Sunning/Swimming ☐ Exercising ☐ Surfing
☐ Walking/Shelling ☐ Snorkeling/Diving ☐ Other Relaxing

4. Do you live in Deerfield Beach?

☒ No ☐ Yes, 3-6 months/year ☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town Parkland State FL ZIP/Country 33076

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☒ Less Than \$5.00 ☐ \$5.00 to \$10.00 ☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____ Parking \$ 10 Activities \$ _____
Food \$ _____ Lodging \$ _____ Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age		Occupation	
☐ Under 25	☐ 25 to 39	☐ Student	☐ Retired
☒ 39 to 59	☐ Over 60	☐ Employed	☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

Weather

11. Do you have any suggestions for improving the beach experience?

--- If a **RESIDENT** of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

☐ Business/Convention ☐ Visit Friends/Relatives

☐ Vacation ☐ Seasonal Visitor

☐ Sightseeing/Day Visitor ☐ Other (describe) Day OFF

13. What is your expected length of stay in Deerfield Beach?

_____ day(s)

14. What is the size of your traveling party?

2 people

15. How often will you visit Deerfield Beach's beaches during your stay?

_____ day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day

Dining Out \$ _____/day

Food/Groceries \$ _____/day

Entertainment/Recreation \$ _____/day

Shopping \$ _____/day

Gas/Car Rental \$ _____/day

Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

☐ Auto

☐ Air, which airport? _____

☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1. _____	_____/_____	_____
2. _____	_____/_____	_____
3. _____	_____/_____	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Hillary Silverstone

Date: 4 / 3 / 19

Time: 10 AM / PM

Beach Location: ☐ North Beach Area ☒ Middle Beach Area ☐ South Beach Area

Weather: ☒ Sunny ☐ Cloudy ☐ Rain

Surf: ☐ Calm ☒ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

2 people

2. Total Expected length of time at the beach today?

5 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming

☐ Exercising

☐ Surfing

☐ Walking/Shelling

☐ Snorkeling/Diving

☐ Other _____

4. Do you live in Deerfield Beach?

☒ No

☐ Yes, 3-6 months/year

☐ Yes, 6+ months/year

Grew up in S. Florida. this is home

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town Atlanta

State ga

ZIP/Country _____

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

\$0

☐ Less Than \$5.00

☐ \$5.00 to \$10.00

☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____

Parking \$ _____

Activities \$ _____

Food \$ _____

Lodging \$ _____

Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age

☐ Under 25

☐ 25 to 39

☒ 39 to 59

☐ Over 60

Occupation

☐ Student

☐ Retired

☒ Employed

☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

it's Deerfield - everything

11. Do you have any suggestions for improving the beach experience?

Hate the deer antlers on the new logo. What Deer?

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

This is the beach. Not forest.

Continued on Other Side

☐ Business/Convention ☐ Visit Friends/Relatives
☒ Vacation ☒ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) _____

6 day(s)

2 people

6 day(s)

Lodging \$ 1,000 /day

Dining Out \$ 5,000 /day

Food/Groceries \$ _____ /day

Entertainment/Recreation \$ _____ /day

Shopping \$ 250 /day

Gas/Car Rental \$ 350 /day

Other (describe) \$ _____ /day, _____

☐ Auto
☒ Air, which airport? FL
☐ Other (describe) _____

<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1. _____/_____	_____	_____
2. _____/_____	_____	_____
3. _____/_____	_____	_____

not loving it → 

City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Hillary Silverstone Date: 4 / 3 / 19 Time: _____ AM / PM

Beach Location: ☐ North Beach Area ☐ Middle Beach Area ☐ South Beach Area

Weather: ☒ Sunny ☐ Cloudy ☐ Rain Surf: ☐ Calm ☒ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

2 people

2. Total Expected length of time at the beach today?

6 hours

3. What is the primary reason for your beach visit today?

☐ Sunning/Swimming ☐ Exercising ☐ Surfing
☒ Walking/Shelling ☐ Snorkeling/Diving ☐ Other _____

4. Do you live in Deerfield Beach?

☒ No ☐ Yes, 3-6 months/year ☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town HIWASPORT State TN ZIP/Country 37660

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00 ☐ \$5.00 to \$10.00 ☒ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ 3.00 Parking \$ _____ Activities \$ _____
 Food \$ _____ Lodging \$ _____ Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age		Occupation	
☐ Under 25	☐ 25 to 39	☐ Student	☒ Retired
☐ 39 to 59	☒ Over 60	☐ Employed	☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

TALKING WITH HILLARY

11. Do you have any suggestions for improving the beach experience?

DRINK SERVICE

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☒ Vacation ☐ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

_____ 5 _____ day(s)

14. What is the size of your traveling party?

_____ 2 _____ people

15. How often will you visit Deerfield Beach's beaches during your stay?

_____ 3 _____ day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ 320 /day
Dining Out \$ 150 /day
Food/Groceries \$ _____ /day
Entertainment/Recreation \$ — /day
Shopping \$ _____ /day
Gas/Car Rental \$ 58 /day
Other (describe) \$ _____ /day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☒ Air, which airport? WEST PALM.
☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	<u>NSA</u>	/	/
2.		/	/
3.		/	/



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Hillary Silverstone Date: 4 / 3 / 19 Time: _____ AM / PM

Beach Location: ☐ North Beach Area ☒ Middle Beach Area ☐ South Beach Area

Weather: ☐ Sunny ☐ Cloudy ☐ Rain Surf: ☐ Calm ☐ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

2 people

2. Total Expected length of time at the beach today?

3 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming ☐ Exercising ☐ Surfing
☐ Walking/Shelling ☐ Snorkeling/Diving ☐ Other _____

4. Do you live in Deerfield Beach?

☒ No ☐ Yes, 3-6 months/year ☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town Coconut Creek State Fla ZIP/Country 33073

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☒ Less Than \$5.00 ☐ \$5.00 to \$10.00 ☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____ Parking \$ 3 Activities \$ _____
 Food \$ _____ Lodging \$ _____ Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age		Occupation	
☐ Under 25	☐ 25 to 39	☐ Student	☒ Retired
☐ 39 to 59	☒ Over 60	☐ Employed	☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

no crowds

11. Do you have any suggestions for improving the beach experience?

No

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☐ Vacation ☐ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

_____ day(s)

14. What is the size of your traveling party?

_____ people

15. How often will you visit Deerfield Beach's beaches during your stay?

_____ day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day
Dining Out \$ _____/day
Food/Groceries \$ _____/day
Entertainment/Recreation \$ _____/day
Shopping \$ _____/day
Gas/Car Rental \$ _____/day
Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☐ Air, which airport? _____
☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____	_____/_____	_____
2.	_____	_____/_____	_____
3.	_____	_____/_____	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Hillary Silverstone

Date: 4 / 3 / 19

Time: 1045 AM / PM

Beach Location: ☐ North Beach Area ☒ Middle Beach Area ☐ South Beach Area

Weather: ☐ Sunny ☒ Cloudy ☐ Rain

Surf: ☐ Calm ☒ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

3 people

2. Total Expected length of time at the beach today?

6 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming

☐ Exercising

☐ Surfing

☐ Walking/Shelling

☐ Snorkeling/Diving

☐ Other _____

4. Do you live in Deerfield Beach?

☒ No

☐ Yes, 3-6 months/year

☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town Moorestown/East Hanover NJ State NJ/NY ZIP/Country _____
Blauvelt NY

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00

☒ \$5.00 to \$10.00

☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ 0

Parking \$ 0

Activities \$ 0

Food \$ 20

Lodging \$ 0

Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age

☒ Under 25 ☐ 25 to 39

☐ 39 to 59 ☐ Over 60

Occupation

☒ Student

☐ Retired

☐ Employed

☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

Clean beaches

11. Do you have any suggestions for improving the beach experience?

--- If a **RESIDENT** of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☒ Vacation ☐ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

5 day(s)

14. What is the size of your traveling party?

3 people

15. How often will you visit Deerfield Beach's beaches during your stay?

1-2 day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ 0 /day
Dining Out \$ 40 /day
Food/Groceries \$ 0 /day
Entertainment/Recreation \$ 0 /day
Shopping \$ 0 /day
Gas/Car Rental \$ 0 /day
Other (describe) \$ 0 /day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☒ Air, which airport? West Palm
☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Patrick Bardes

Date: 4 / 3 / 19

Time: 2:30 AM / PM

Beach Location: ☐ North Beach Area ☒ Middle Beach Area ☐ South Beach Area

Weather: ☐ Sunny ☒ Cloudy ☐ Rain

Surf: ☐ Calm ☒ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

3 people

2. Total Expected length of time at the beach today?

4 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming

☐ Exercising

☐ Surfing

☒ Walking/Shelling

☐ Snorkeling/Diving

☐ Other _____

4. Do you live in Deerfield Beach?

☒ No

☐ Yes, 3-6 months/year

☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town Boulder

State CO

ZIP/Country USA

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00

☒ \$5.00 to \$10.00

☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ 5

Parking \$ 8

Activities \$ _____

Food \$ 20

Lodging \$ _____

Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age

☐ Under 25 ☐ 25 to 39

☒ 39 to 59 ☐ Over 60

Occupation

☐ Student

☐ Retired

☐ Employed

☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

Convenient Parking

11. Do you have any suggestions for improving the beach experience?

No Brown Screen

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

☐ Business/Convention ☐ Visit Friends/Relatives

☒ Vacation ☐ Seasonal Visitor

☒ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

4 day(s)

14. What is the size of your traveling party?

5 people

15. How often will you visit Deerfield Beach's beaches during your stay?

5 day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ 180 /day

Dining Out \$ 50 /day

Food/Groceries \$ _____ /day

Entertainment/Recreation \$ 50 /day

Shopping \$ 10 /day

Gas/Car Rental \$ _____ /day

Other (describe) \$ _____ /day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

☐ Auto

☒ Air, which airport? Fort Lauderdale

☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Patrick Bardes Date: 4 / 3 / 19 Time: 10 AM PM

Beach Location: ☒ North Beach Area ☐ Middle Beach Area ☐ South Beach Area

Weather: ☐ Sunny ☒ Cloudy ☐ Rain Surf: ☐ Calm ☐ Choppy ☒ Rough

1. Number of people with you at the beach today (including yourself)?

1 people

2. Total Expected length of time at the beach today?

2 hours

3. What is the primary reason for your beach visit today?

☐ Sunning/Swimming ☒ Exercising ☐ Surfing
☒ Walking/Shelling ☐ Snorkeling/Diving ☐ Other _____

4. Do you live in Deerfield Beach?

☐ No ☐ Yes, 3-6 months/year ☒ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town _____ State _____ ZIP/Country _____

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☒ Less Than \$5.00 ☐ \$5.00 to \$10.00 ☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ 0 Parking \$ _____ Activities \$ _____
 Food \$ _____ Lodging \$ _____ Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age		Occupation	
☐ Under 25	☐ 25 to 39	☐ Student	☐ Retired
☐ 39 to 59	☒ Over 60	☐ Employed	☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

the beauty of the beach

11. Do you have any suggestions for improving the beach experience?

have rental bikes on the beach Play area Permit Plots for Animal Garbage cans on beach.

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☐ Vacation ☐ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

_____ day(s)

14. What is the size of your traveling party?

_____ people

15. How often will you visit Deerfield Beach's beaches during your stay?

_____ day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day
Dining Out \$ _____/day
Food/Groceries \$ _____/day
Entertainment/Recreation \$ _____/day
Shopping \$ _____/day
Gas/Car Rental \$ _____/day
Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☐ Air, which airport? _____
☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____	_____/_____	_____
2.	_____	_____/_____	_____
3.	_____	_____/_____	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Patrick Bardes Date: 4 / 3 / 19 Time: 10:05 AM / PM

Beach Location: ☐ North Beach Area ☒ Middle Beach Area ☐ South Beach Area

Weather: ☐ Sunny ☒ Cloudy ☐ Rain Surf: ☐ Calm ☒ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

2 people

2. Total Expected length of time at the beach today?

4 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming ☐ Exercising ☐ Surfing
☒ Walking/Shelling ☐ Snorkeling/Diving ☐ Other _____

4. Do you live in Deerfield Beach?

☐ No ☒ Yes, 3-6 months/year ☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town Toronto State _____ ZIP/Country Canada

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00 ☒ \$5.00 to \$10.00 ☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____ Parking \$ 0 Activities \$ _____
 Food \$ _____ Lodging \$ _____ Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age	Occupation
☐ Under 25 ☐ 25 to 39	☐ Student ☒ Retired
☐ 39 to 59 ☒ Over 60	☐ Employed ☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 4

10. What is your favorite part of your visit to the beach today?

11. Do you have any suggestions for improving the beach experience?

--- If a **RESIDENT** of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☐ Vacation ☒ Seasonal Visitor
☒ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

120 day(s)

14. What is the size of your traveling party?

2 people

15. How often will you visit Deerfield Beach's beaches during your stay?

20 day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day
Dining Out \$ _____/day
Food/Groceries \$ _____/day
Entertainment/Recreation \$ _____/day
Shopping \$ _____/day
Gas/Car Rental \$ _____/day
Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☒ Air, which airport? PBI
☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____	_____/_____	_____
2.	_____	_____/_____	_____
3.	_____	_____/_____	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Hillary Silverstone

Date: 4 / 3 / 19

Time: _____ AM / PM

Beach Location: ☒ North Beach Area ☐ Middle Beach Area ☐ South Beach Area

Weather: ☐ Sunny ☒ Cloudy ☐ Rain

Surf: ☐ Calm ☒ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

1 people

2. Total Expected length of time at the beach today?

3 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming

☐ Exercising

☐ Surfing

☐ Walking/Shelling

☐ Snorkeling/Diving

☐ Other _____

4. Do you live in Deerfield Beach?

☒ No

☐ Yes, 3-6 months/year

☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town Montreal State Quebec ZIP/Country CANADA

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☒ Less Than \$5.00

☐ \$5.00 to \$10.00

☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____

Parking \$ _____

Activities \$ _____

Food \$ _____

Lodging \$ _____

Other \$ 0

8. Please tell us about yourself. (check one from each box)

Age

☐ Under 25

☐ 25 to 39

☒ 39 to 59

☐ Over 60

Occupation

☐ Student

☐ Retired

☒ Employed

☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

The calmness

11. Do you have any suggestions for improving the beach experience?

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☐ Vacation ☐ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

_____ day(s)

14. What is the size of your traveling party?

_____ people

15. How often will you visit Deerfield Beach's beaches during your stay?

_____ day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day
Dining Out \$ _____/day
Food/Groceries \$ _____/day
Entertainment/Recreation \$ _____/day
Shopping \$ _____/day
Gas/Car Rental \$ _____/day
Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☐ Air, which airport? _____
☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____	_____/_____	_____
2.	_____	_____/_____	_____
3.	_____	_____/_____	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Marijana Signorin

Date: 11 / 23 / 19

Time: 1 AM / PM

Beach Location: ☐ North Beach Area ☒ Middle Beach Area ☐ South Beach Area

Weather: ☒ Sunny ☐ Cloudy ☐ Rain

Surf: ☐ Calm ☒ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

2 people

2. Total Expected length of time at the beach today?

4 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming

☐ Exercising

☐ Surfing

☐ Walking/Shelling

☐ Snorkeling/Diving

☐ Other _____

4. Do you live in Deerfield Beach?

☐ No

☐ Yes, 3-6 months/year

☒ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town _____ State _____ ZIP/Country _____

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00

☒ \$5.00 to \$10.00

☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____ Parking \$ _____ Activities \$ _____

Food \$ N/A Lodging \$ _____ Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age

☐ Under 25

☐ 25 to 39

☐ 39 to 59

☒ Over 60

Occupation

☐ Student

☐ Employed

☒ Retired

☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

SEEING CLEAN BLUE WATER

11. Do you have any suggestions for improving the beach experience?

PUBLIC FIREHOUSE BATHROOM IS HORRIBLE

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☐ Vacation ☐ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

_____ day(s)

14. What is the size of your traveling party?

_____ people

15. How often will you visit Deerfield Beach's beaches during your stay?

_____ day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day
Dining Out \$ _____/day
Food/Groceries \$ _____/day
Entertainment/Recreation \$ _____/day
Shopping \$ _____/day
Gas/Car Rental \$ _____/day
Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☐ Air, which airport? _____
☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____/	_____/	_____
2.	_____/	_____/	_____
3.	_____/	_____/	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Marijana Signorin Date: 11 / 23 / 19 Time: 1:30 AM ☒ PM

Beach Location: ☐ North Beach Area ☒ Middle Beach Area ☐ South Beach Area

Weather: ☒ Sunny ☐ Cloudy ☐ Rain Surf: ☐ Calm ☒ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

2 people

2. Total Expected length of time at the beach today?

5 hours

3. What is the primary reason for your beach visit today?

☐ Sunning/Swimming ☐ Exercising ☐ Surfing
☒ Walking/Shelling ☐ Snorkeling/Diving ☐ Other _____

4. Do you live in Deerfield Beach?

☐ No ☒ Yes, 3-6 months/year ☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town N.L. State _____ ZIP/Country _____

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00 ☐ \$5.00 to \$10.00 ☒ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____ Parking \$ 12.00 Activities \$ _____
 Food \$ _____ Lodging \$ _____ Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age		Occupation	
☐ Under 25	☐ 25 to 39	☐ Student	☒ Retired
☒ 39 to 59	☐ Over 60	☐ Employed	☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

Sun

11. Do you have any suggestions for improving the beach experience?

food

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☒ Vacation ☐ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

_____ 3 day(s)

14. What is the size of your traveling party?

_____ 2 people

15. How often will you visit Deerfield Beach's beaches during your stay?

_____ 40 day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____ 0 /day
Dining Out \$ _____ 50.00 /day
Food/Groceries \$ _____ 25.00 /day
Entertainment/Recreation \$ _____ 25.00 /day
Shopping \$ _____ 25.00 /day
Gas/Car Rental \$ _____ 10.00 /day
Other (describe) \$ _____ /day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☒ Auto
☒ Air, which airport? _____
☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	<u>Key west</u>	/	/
2.	<u>ile penat</u>	/	/
3.		/	/



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Marijana Signorin Date: 11/23/2019 Time: 1:30 AM ☒ PM

Beach Location: ☐ North Beach Area ☒ Middle Beach Area ☐ South Beach Area

Weather: ☒ Sunny ☐ Cloudy ☐ Rain Surf: ☐ Calm ☒ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

2

2 people

2. Total Expected length of time at the beach today?

4 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming

☐ Exercising

☐ Surfing

☐ Walking/Shelling

☐ Snorkeling/Diving

☐ Other _____

4. Do you live in Deerfield Beach?

☒ No

☐ Yes, 3-6 months/year

☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town Coral Springs State FLA ZIP/Country 33076

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00

☐ \$5.00 to \$10.00

☒ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ 5.00

Parking \$ 13

Activities \$ _____

Food \$ 10.00

Lodging \$ _____

Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age

☐ Under 25

☐ 25 to 39

☒ 39 to 59

☐ Over 60

Occupation

☐ Student

☐ Retired

☒ Employed

☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

perfect sun vs wind. ☺

11. Do you have any suggestions for improving the beach experience?

no.

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☐ Vacation ☐ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

_____ day(s)

14. What is the size of your traveling party?

_____ people

15. How often will you visit Deerfield Beach's beaches during your stay?

_____ day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day
Dining Out \$ _____/day
Food/Groceries \$ _____/day
Entertainment/Recreation \$ _____/day
Shopping \$ _____/day
Gas/Car Rental \$ _____/day
Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☐ Air, which airport? _____
☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____/	_____/	_____
2.	_____/	_____/	_____
3.	_____/	_____/	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Morjana Signorin Date: 11/23/19 Time: 1:45 AM ☒ PM

Beach Location: ☐ North Beach Area ☒ Middle Beach Area ☐ South Beach Area

Weather: ☒ Sunny ☐ Cloudy ☐ Rain Surf: ☐ Calm ☒ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

2 people

2. Total Expected length of time at the beach today?

4-5 hrs hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming ☐ Exercising ☐ Surfing
☐ Walking/Shelling ☐ Snorkeling/Diving ☐ Other _____

4. Do you live in Deerfield Beach?

☐ No ☒ Yes, 3-6 months/year ☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town Montreal State Quebec ZIP/Country Canada

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00 ☒ \$5.00 to \$10.00 ☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____ Parking \$ ticket Activities \$ _____
Food \$ _____ Lodging \$ _____ Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age		Occupation	
☐ Under 25	☐ 25 to 39	☐ Student	☒ Retired
☐ 39 to 59	☒ Over 60	☐ Employed	☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 4.5

10. What is your favorite part of your visit to the beach today?

the beauty of the beach.

11. Do you have any suggestions for improving the beach experience?

it's correct.

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

☐ Business/Convention ☐ Visit Friends/Relatives

☐ Vacation ☒ Seasonal Visitor

☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

3/1 day(s)

14. What is the size of your traveling party?

2 people

15. How often will you visit Deerfield Beach's beaches during your stay?

every week. day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____ ✓/day

Dining Out \$ _____ ✓/day

Food/Groceries \$ _____ ✓/day

Entertainment/Recreation \$ _____/day

Shopping \$ _____ ✓/day

Gas/Car Rental \$ _____ ✓/day

Other (describe) \$ Condo fees /day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

☒ Auto

☐ Air, which airport? _____

☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	<u>-</u>	<u>-</u>	<u>-</u>
2.	<u>Cruise.</u>	<u>-</u>	<u>-</u>
3.	<u>-</u>	<u>-</u>	<u>-</u>



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Morjana Signorin Date: 11/29/19 Time: 1:45 AM / (PM)

Beach Location: [] North Beach Area [X] Middle Beach Area [] South Beach Area

Weather: [X] Sunny [] Cloudy [] Rain Surf: [] Calm [X] Choppy [] Rough

1. Number of people with you at the beach today (including yourself)?

4 people

2. Total Expected length of time at the beach today?

5 hours

3. What is the primary reason for your beach visit today?

[X] Sunning/Swimming [] Exercising [] Surfing
[] Walking/Shelling [] Snorkeling/Diving [] Other _____

4. Do you live in Deerfield Beach?

[X] No [X] Yes, 3-6 months/year [] Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town COREL SPRINGS State FLORIDA ZIP/Country 33067

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

[] Less Than \$5.00 [] \$5.00 to \$10.00 [X] More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____ Parking \$ 15.00 Activities \$ _____
Food \$ _____ Lodging \$ _____ Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age		Occupation	
[] Under 25	[X] 25 to 39	[] Student	[] Retired
[] 39 to 59	[] Over 60	[X] Employed	[] Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

AGUA AREIA (translation: water, sand)

11. Do you have any suggestions for improving the beach experience?

BANHEIRO (translation: Bathroom)

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☐ Vacation ☐ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

_____ day(s)

14. What is the size of your traveling party?

_____ people

15. How often will you visit Deerfield Beach's beaches during your stay?

_____ day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day
Dining Out \$ _____/day
Food/Groceries \$ _____/day
Entertainment/Recreation \$ _____/day
Shopping \$ _____/day
Gas/Car Rental \$ _____/day
Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☐ Air, which airport? _____
☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____/	_____/	_____
2.	_____/	_____/	_____
3.	_____/	_____/	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Morjana Signorin Date: 11 / 23 / 19 Time: 2:00 AM / (PM)

Beach Location: ☐ North Beach Area ☒ Middle Beach Area ☐ South Beach Area

Weather: ☒ Sunny ☐ Cloudy ☐ Rain Surf: ☐ Calm ☒ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

2 people

2. Total Expected length of time at the beach today?

3 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming ☐ Exercising ☐ Surfing
☐ Walking/Shelling ☐ Snorkeling/Diving ☐ Other _____

4. Do you live in Deerfield Beach?

☒ No ☐ Yes, 3-6 months/year ☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town Montreal State Quebec ZIP/Country CANADA

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00 ☒ \$5.00 to \$10.00 ☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____ Parking \$ 10 Activities \$ _____
 Food \$ 40 Lodging \$ _____ Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age	Occupation
☐ Under 25 ☐ 25 to 39	☐ Student ☐ Retired
☒ 39 to 59 ☐ Over 60	☒ Employed ☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

water / ocean / clean beach, quiet

11. Do you have any suggestions for improving the beach experience?

more affordable parking, more spaces

--- If a **RESIDENT** of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☒ Visit Friends/Relatives
☒ Vacation ☐ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

7-10 day(s)

14. What is the size of your traveling party?

2 people

15. How often will you visit Deerfield Beach's beaches during your stay?

5-7 day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day
Dining Out \$ 80 /day
Food/Groceries \$ 40 /day
Entertainment/Recreation \$ 40 /day
Shopping \$ 50 /day
Gas/Car Rental \$ 40 /day
Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☒ Air, which airport? FLL or MIA
☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

no

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____/	_____/	_____
2.	_____/	_____/	_____
3.	_____/	_____/	_____



7

City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Morjana Signorin Date: 11 / 23 / 19 Time: 2:15 AM / PM

Beach Location: ☐ North Beach Area ☐ Middle Beach Area ☒ South Beach Area

Weather: ☒ Sunny ☐ Cloudy ☐ Rain Surf: ☐ Calm ☒ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

2 people

2. Total Expected length of time at the beach today?

2:30 hours

3. What is the primary reason for your beach visit today?

☐ Sunning/Swimming ☐ Exercising ☐ Surfing
☒ Walking/Shelling ☐ Snorkeling/Diving ☐ Other _____

4. Do you live in Deerfield Beach?

☒ No ☐ Yes, 3-6 months/year ☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town _____ State _____ ZIP/Country _____

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00 ☒ \$5.00 to \$10.00 ☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____ Parking \$ 8.00 Activities \$ _____
Food \$ _____ Lodging \$ _____ Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age		Occupation	
☐ Under 25	☐ 25 to 39	☐ Student	☐ Retired
☒ 39 to 59	☐ Over 60	☐ Employed	☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 8

10. What is your favorite part of your visit to the beach today?

Weather

11. Do you have any suggestions for improving the beach experience?

Lower Parking Rates

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☐ Vacation ☐ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) _____
-

13. What is your expected length of stay in Deerfield Beach?

_____ day(s)

14. What is the size of your traveling party?

_____ people

15. How often will you visit Deerfield Beach's beaches during your stay?

_____ day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day
Dining Out \$ _____/day
Food/Groceries \$ _____/day
Entertainment/Recreation \$ _____/day
Shopping \$ _____/day
Gas/Car Rental \$ _____/day
Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☐ Air, which airport? _____
☐ Other (describe) _____
-

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____	_____/_____	_____
2.	_____	_____/_____	_____
3.	_____	_____/_____	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Marijana Signorin Date: 11 / 23 / 19 Time: 2:30 AM ☒ PM

Beach Location: ☐ North Beach Area ☐ Middle Beach Area ☒ South Beach Area

Weather: ☒ Sunny ☐ Cloudy ☐ Rain Surf: ☐ Calm ☒ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

3 people

2. Total Expected length of time at the beach today?

5 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming ☐ Exercising ☐ Surfing
☒ Walking/Shelling ☐ Snorkeling/Diving ☐ Other _____

4. Do you live in Deerfield Beach?

☒ No ☐ Yes, 3-6 months/year ☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town Nashville State TN ZIP/Country 37211

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00 ☐ \$5.00 to \$10.00 ☐ More Than \$10

None at this place

7. How much did you spend on your beach visit today?

Transportation \$ _____ N/A Parking \$ _____ Activities \$ _____
 Food \$ _____ Lodging \$ _____ Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age	Occupation
☒ Under 25 ☐ 25 to 39	☐ Student ☐ Retired
☐ 39 to 59 ☐ Over 60	☒ Employed ☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

clean & quiet

11. Do you have any suggestions for improving the beach experience?

No :)

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☒ Visit Friends/Relatives
☒ Vacation ☐ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

5 day(s)

14. What is the size of your traveling party?

3 people

15. How often will you visit Deerfield Beach's beaches during your stay?

5 day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day
Dining Out \$ _____/day
Food/Groceries \$ _____/day
Entertainment/Recreation \$ _____/day
Shopping \$ _____/day
Gas/Car Rental \$ _____/day
Other (describe) \$ _____/day, _____

N/A
staying w/ friends now :)

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☐ Air, which airport? FL
☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____	_____/_____	_____
2.	_____	_____/_____	_____
3.	_____	_____/_____	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Morjana Signorin Date: 11 / 23 / 19 Time: 2:30 AM (PM)

Beach Location: ☐ North Beach Area ☐ Middle Beach Area ☒ South Beach Area

Weather: ☒ Sunny ☐ Cloudy ☐ Rain Surf: ☐ Calm ☒ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

5 people

2. Total Expected length of time at the beach today?

4 hours

3. What is the primary reason for your beach visit today?

☐ Sunning/Swimming ☐ Exercising ☐ Surfing
☐ Walking/Shelling ☐ Snorkeling/Diving ☒ Other chilling

4. Do you live in Deerfield Beach?

☐ No ☒ Yes, 3-6 months/year ☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town _____ State _____ ZIP/Country _____

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00 ☒ \$5.00 to \$10.00 ☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____ Parking \$ 8 Activities \$ _____
 Food \$ _____ Lodging \$ _____ Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age		Occupation	
☐ Under 25	☒ 25 to 39	☒ Student	☐ Retired
☐ 39 to 59	☐ Over 60	☐ Employed	☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

enjoy the day

11. Do you have any suggestions for improving the beach experience?

No

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☐ Vacation ☐ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) _____
-

13. What is your expected length of stay in Deerfield Beach?

_____ day(s)

14. What is the size of your traveling party?

_____ people

15. How often will you visit Deerfield Beach's beaches during your stay?

_____ day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day
Dining Out \$ _____/day
Food/Groceries \$ _____/day
Entertainment/Recreation \$ _____/day
Shopping \$ _____/day
Gas/Car Rental \$ _____/day
Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☐ Air, which airport? _____
☐ Other (describe) _____
-

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____/	_____/	_____
2.	_____/	_____/	_____
3.	_____/	_____/	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Marijana Signorin Date: 11/23/19 Time: 2:45 AM ☒ PM

Beach Location: ☒ North Beach Area ☐ Middle Beach Area ☐ South Beach Area

Weather: ☐ Sunny ☒ Cloudy ☐ Rain Surf: ☐ Calm ☒ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

2 people

2. Total Expected length of time at the beach today?

3 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming ☐ Exercising ☐ Surfing
☐ Walking/Shelling ☐ Snorkeling/Diving ☐ Other _____

4. Do you live in Deerfield Beach?

☐ No ☐ Yes, 3-6 months/year ☒ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town _____ State _____ ZIP/Country _____

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00 ☒ \$5.00 to \$10.00 ☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____ Parking \$ _____ Activities \$ _____
 Food \$ _____ Lodging \$ _____ Other \$ 10.00

8. Please tell us about yourself. (check one from each box)

Age		Occupation	
☐ Under 25	☐ 25 to 39	☐ Student	☐ Retired
☐ 39 to 59	☒ Over 60	☒ Employed	☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

Peaceful

11. Do you have any suggestions for improving the beach experience?

Great Beach

--- If a **RESIDENT** of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☐ Vacation ☐ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

_____ day(s)

14. What is the size of your traveling party?

_____ people

15. How often will you visit Deerfield Beach's beaches during your stay?

_____ day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day
Dining Out \$ _____/day
Food/Groceries \$ _____/day
Entertainment/Recreation \$ _____/day
Shopping \$ _____/day
Gas/Car Rental \$ _____/day
Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☐ Air, which airport? _____
☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____/	_____/	_____
2.	_____/	_____/	_____
3.	_____/	_____/	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Morjana Signorin Date: 11/23/19 Time: 2:50 AM / (PM)

Beach Location: ☒ North Beach Area ☐ Middle Beach Area ☐ South Beach Area

Weather: ☐ Sunny ☒ Cloudy ☐ Rain Surf: ☐ Calm ☒ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

2 people

2. Total Expected length of time at the beach today?

4 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming ☐ Exercising ☐ Surfing
☐ Walking/Shelling ☐ Snorkeling/Diving ☐ Other _____

4. Do you live in Deerfield Beach?

☐ No ☐ Yes, 3-6 months/year ☒ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town _____ State _____ ZIP/Country _____

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00 ☒ \$5.00 to \$10.00 ☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____ Parking \$ _____ Activities \$ _____
Food \$ _____ Lodging \$ _____ Other \$ 0

8. Please tell us about yourself. (check one from each box)

Age		Occupation	
☐ Under 25	☐ 25 to 39	☐ Student	☐ Retired
☒ 39 to 59	☐ Over 60	☒ Employed	☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

amazing weather & the water is beautiful

11. Do you have any suggestions for improving the beach experience?

more parking

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☐ Vacation ☐ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

_____ day(s)

14. What is the size of your traveling party?

_____ people

15. How often will you visit Deerfield Beach's beaches during your stay?

_____ day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day
Dining Out \$ _____/day
Food/Groceries \$ _____/day
Entertainment/Recreation \$ _____/day
Shopping \$ _____/day
Gas/Car Rental \$ _____/day
Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☐ Air, which airport? _____
☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____/	_____/	_____
2.	_____/	_____/	_____
3.	_____/	_____/	_____



12/

City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Morjana Signorin Date: 11/23 / 19 Time: 3:00 AM ☒ PM

Beach Location: ☒ North Beach Area ☐ Middle Beach Area ☐ South Beach Area

Weather: ☐ Sunny ☒ Cloudy ☐ Rain Surf: ☐ Calm ☒ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

2 people

2. Total Expected length of time at the beach today?

4.5 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming ☐ Exercising ☐ Surfing
☐ Walking/Shelling ☐ Snorkeling/Diving ☒ Other Relax

4. Do you live in Deerfield Beach?

☒ No ☐ Yes, 3-6 months/year ☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town Boca Raton State FL ZIP/Country ?

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00 ☐ \$5.00 to \$10.00 ☒ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____ Parking \$ _____ Activities \$ _____
Food \$ 25-40 Lodging \$ _____ Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age		Occupation	
☐ Under 25	☐ 25 to 39	☐ Student	☐ Retired
☒ 39 to 59	☐ Over 60	☒ Employed	☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

Opportunity Being here, fish, camera, happy Beach, lots of Brazilians

11. Do you have any suggestions for improving the beach experience?

parking too high
outdoor informing when we'll have events at the Beach
--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---
more water fountain
free sunscreen like miami

Continued on Other Side

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☐ Vacation ☐ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) _____
-

13. What is your expected length of stay in Deerfield Beach?

_____ day(s)

14. What is the size of your traveling party?

_____ people

15. How often will you visit Deerfield Beach's beaches during your stay?

_____ day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day
Dining Out \$ _____/day
Food/Groceries \$ _____/day
Entertainment/Recreation \$ _____/day
Shopping \$ _____/day
Gas/Car Rental \$ _____/day
Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☐ Air, which airport? _____
☐ Other (describe) _____
-

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____/	_____/	_____
2.	_____/	_____/	_____
3.	_____/	_____/	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: marjara Signorin Date: Nov 27 / 19 Time: 11:22 AM / PM

Beach Location: ☐ North Beach Area ☒ Middle Beach Area ☐ South Beach Area

Weather: ☒ Sunny ☐ Cloudy ☐ Rain Surf: ☒ Calm ☐ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

2 people

2. Total Expected length of time at the beach today?

7 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming ☐ Exercising ☐ Surfing
☐ Walking/Shelling ☐ Snorkeling/Diving ☐ Other _____

4. Do you live in Deerfield Beach?

☐ No ☒ Yes, 3-6 months/year ☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town _____ State _____ ZIP/Country _____

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00 ☐ \$5.00 to \$10.00 ☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____ Parking \$ 9.00 Activities \$ _____
 Food \$ _____ Lodging \$ _____ Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age		Occupation	
☐ Under 25	☐ 25 to 39	☐ Student	☐ Retired
☒ 39 to 59	☐ Over 60	☒ Employed	☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

Sunshine + clean waters.

11. Do you have any suggestions for improving the beach experience?

In the summer- a crew + equipment need to be improved greatly to remove huge

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

algae + seaweed deposits

Continued on Other Side

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☒ Vacation ☐ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

_____ 2 _____ day(s)

14. What is the size of your traveling party?

_____ 2 _____ people

15. How often will you visit Deerfield Beach's beaches during your stay?

_____ 6 _____ day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____ /day
Dining Out \$ 50 /day
Food/Groceries \$ 50 /day
Entertainment/Recreation \$ 50 /day
Shopping \$ 150 /day
Gas/Car Rental \$ 35 /day
Other (describe) \$ _____ /day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☒ Air, which airport? _____
☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	Naples	vacation	150
2.	Siesta Key	vacation	150
3.			



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Morjana Signosin

Date: 11/27/19

Time: 11:30 AM / PM

Beach Location: ☐ North Beach Area ☐ Middle Beach Area ☐ South Beach Area

Weather: ☒ Sunny ☐ Cloudy ☐ Rain

Surf: ☒ Calm ☐ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

3

3

people

2. Total Expected length of time at the beach today?

3

hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming

☐ Exercising

☐ Surfing

☐ Walking/Shelling

☐ Snorkeling/Diving

☐ Other _____

4. Do you live in Deerfield Beach?

☐ No

☒ Yes, 3-6 months/year

☒ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town _____ State _____ ZIP/Country _____

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00

☒ \$5.00 to \$10.00

☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____

Parking \$ 6.00

Activities \$ _____

Food \$ _____

Lodging \$ _____

Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age

☐ Under 25

☐ 25 to 39

☐ 39 to 59

☒ Over 60

Occupation

☐ Student

☐ Retired

☒ Employed

☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

ACCESS & CLEANLINESS

11. Do you have any suggestions for improving the beach experience?

NO, JUST KEEP DOING WHAT YOU ARE DOING

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☐ Vacation ☐ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) _____
-

13. What is your expected length of stay in Deerfield Beach?

_____ day(s)

14. What is the size of your traveling party?

_____ people

15. How often will you visit Deerfield Beach's beaches during your stay?

_____ day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day
Dining Out \$ _____/day
Food/Groceries \$ _____/day
Entertainment/Recreation \$ _____/day
Shopping \$ _____/day
Gas/Car Rental \$ _____/day
Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☐ Air, which airport? _____
☐ Other (describe) _____
-

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____	_____/_____	_____
2.	_____	_____/_____	_____
3.	_____	_____/_____	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Marijana Signorin Date: 11 / 23 / 19 Time: 11:35 AM / PM

Beach Location: ☐ North Beach Area ☒ Middle Beach Area ☐ South Beach Area

Weather: ☒ Sunny ☐ Cloudy ☐ Rain Surf: ☒ Calm ☐ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

2 people

2. Total Expected length of time at the beach today?

4 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming ☐ Exercising ☐ Surfing
☐ Walking/Shelling ☐ Snorkeling/Diving ☐ Other _____

4. Do you live in Deerfield Beach?

☒ No ☐ Yes, 3-6 months/year ☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town Jordan State MD ZIP/Country 55352

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00 ☐ \$5.00 to \$10.00 ☒ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____ Parking \$ 20.00 Activities \$ _____
 Food \$ _____ Lodging \$ _____ Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age		Occupation	
☐ Under 25	☐ 25 to 39	☐ Student	☐ Retired
☒ 39 to 59	☐ Over 60	☒ Employed	☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

laying in the sun

11. Do you have any suggestions for improving the beach experience?

No - I always had a great experience here

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

☐ Business/Convention ☐ Visit Friends/Relatives

☒ Vacation ☐ Seasonal Visitor

☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

1 day(s)

14. What is the size of your traveling party?

2 people

15. How often will you visit Deerfield Beach's beaches during your stay?

2 day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day

Dining Out \$ _____/day

Food/Groceries \$ 20.00 /day

Entertainment/Recreation \$ _____/day

Shopping \$ _____/day

Gas/Car Rental \$ 10.00 /day

Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

☐ Auto

☒ Air, which airport? Miami

☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	<u>Pompano</u>	<u>5</u>	<u>60.00</u>
2.	<u>Key West</u>	<u>2</u>	<u>80.00</u>
3.	_____	_____	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Morjana Signorin Date: 11/27/19 Time: 11:45 AM / PM

Beach Location: ☐ North Beach Area ☒ Middle Beach Area ☐ South Beach Area

Weather: ☒ Sunny ☐ Cloudy ☐ Rain Surf: ☒ Calm ☐ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

2 people

2. Total Expected length of time at the beach today?

2 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming ☐ Exercising ☐ Surfing
☒ Walking/Shelling ☐ Snorkeling/Diving ☐ Other _____

4. Do you live in Deerfield Beach?

☐ No ☒ Yes, 3-6 months/year ☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town W. Hartford State CT ZIP/Country USA

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☒ Less Than \$5.00 ☐ \$5.00 to \$10.00 ☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____ Parking \$ 4.00 Activities \$ _____
 Food \$ _____ Lodging \$ _____ Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age		Occupation	
☐ Under 25	☐ 25 to 39	☐ Student	☒ Retired
☐ 39 to 59	☒ Over 60	☐ Employed	☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

It's quiet and relaxing

11. Do you have any suggestions for improving the beach experience?

No

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☐ Vacation ☒ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

6 mos. day(s)

14. What is the size of your traveling party?

2 people

15. How often will you visit Deerfield Beach's beaches during your stay?

30 day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ 0 /day
Dining Out \$ \$50. /day
Food/Groceries \$ \$40. /day
Entertainment/Recreation \$ _____ /day
Shopping \$ _____ /day
Gas/Car Rental \$ 20.00 /day
Other (describe) \$ _____ /day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☐ Air, which airport? _____
☒ Other (describe) Auto Train

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	<u>Naples</u>	<u>Visit / 3 days</u>	<u>\$200.</u>
2.	_____	_____	_____
3.	_____	_____	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Margaret Signorin Date: 11/27/19 Time: 11:45 AM PM

Beach Location: ☐ North Beach Area ☐ Middle Beach Area ☐ South Beach Area

Weather: ☒ Sunny ☐ Cloudy ☐ Rain Surf: ☒ Calm ☐ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)? 8 people

2. Total Expected length of time at the beach today? 3.4 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming ☐ Exercising ☐ Surfing
☐ Walking/Shelling ☐ Snorkeling/Diving ☐ Other _____

4. Do you live in Deerfield Beach?

☒ No ☐ Yes, 3-6 months/year ☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town Chicago State IL ZIP/Country COOK

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☒ Less Than \$5.00 ☐ \$5.00 to \$10.00 ☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____ Parking \$ 9.00 Activities \$ _____
 Food \$ 25 per person Lodging \$ _____ Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age		Occupation	
☐ Under 25	☐ 25 to 39	☐ Student	☐ Retired
☒ 39 to 59	☐ Over 60	☒ Employed	☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

NICE clean

11. Do you have any suggestions for improving the beach experience?

keep up the good work

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☒ Vacation ☐ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

8 day(s)

14. What is the size of your traveling party?

2 people

15. How often will you visit Deerfield Beach's beaches during your stay?

Every 2-3 years day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day
Dining Out \$ _____/day
Food/Groceries \$ _____/day
Entertainment/Recreation \$ _____/day
Shopping \$ _____/day
Gas/Car Rental \$ _____/day
Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☒ Auto
☐ Air, which airport? _____
☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____	_____/_____	_____
2.	_____	_____/_____	_____
3.	_____	_____/_____	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Morgana Signorino Date: 11 / 27 / 19 Time: 12 AM / PM

Beach Location: ☐ North Beach Area ☐ Middle Beach Area ☐ South Beach Area

Weather: ☒ Sunny ☐ Cloudy ☐ Rain Surf: ☒ Calm ☐ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

2

people

2. Total Expected length of time at the beach today?

4

hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming

☒ Exercising

☐ Surfing

☒ Walking/Shelling

☒ Snorkeling/Diving

☐ Other _____

4. Do you live in Deerfield Beach?

☐ No

☒ Yes, 3-6 months/year

☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town Nashville State TN ZIP/Country _____

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

NOTHING

☐ Less Than \$5.00

☐ \$5.00 to \$10.00

☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____

Parking \$ _____

Activities \$ _____

Food \$ _____

Lodging \$ _____

Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age

Occupation

☐ Under 25 ☐ 25 to 39

☐ Student

☒ Retired

☐ 39 to 59 ☒ Over 60

☐ Employed

☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

Peace & Quiet

11. Do you have any suggestions for improving the beach experience?

Replace trash cans

Level it out the sand

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

shouldn't remove the parking on the south

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☐ Vacation ☐ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) _____
-

13. What is your expected length of stay in Deerfield Beach?

_____ day(s)

14. What is the size of your traveling party?

_____ people

15. How often will you visit Deerfield Beach's beaches during your stay?

_____ day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day
Dining Out \$ _____/day
Food/Groceries \$ _____/day
Entertainment/Recreation \$ _____/day
Shopping \$ _____/day
Gas/Car Rental \$ _____/day
Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☐ Air, which airport? _____
☐ Other (describe) _____
-

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____/	_____/	_____
2.	_____/	_____/	_____
3.	_____/	_____/	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Morjana Signorin Date: 11 / 27 / 19 Time: 12:05 AM / PM

Beach Location: ☐ North Beach Area ☒ Middle Beach Area ☐ South Beach Area

Weather: ☒ Sunny ☐ Cloudy ☐ Rain Surf: ☒ Calm ☐ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

3 people

2. Total Expected length of time at the beach today?

3 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming ☐ Exercising ☐ Surfing
☐ Walking/Shelling ☐ Snorkeling/Diving ☐ Other _____

4. Do you live in Deerfield Beach?

☒ No ☐ Yes, 3-6 months/year ☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town Panama State FL ZIP/Country 33076

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☒ Less Than \$5.00 ☐ \$5.00 to \$10.00 ☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ - Parking \$ - Activities \$ -
 Food \$ - Lodging \$ - Other \$ -

8. Please tell us about yourself. (check one from each box)

Age		Occupation	
☐ Under 25	☐ 25 to 39	☐ Student	☐ Retired
☒ 39 to 59	☐ Over 60	☒ Employed	☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

THE OCEAN + KIDS PLAYING

11. Do you have any suggestions for improving the beach experience?

CLEAN THE SHOWERING

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☐ Vacation ☐ Seasonal Visitor
☒ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

_____ 7 _____ day(s)

14. What is the size of your traveling party?

_____ 4 _____ people

15. How often will you visit Deerfield Beach's beaches during your stay?

_____ 4 _____ day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____ 300 _____ /day
Dining Out \$ _____ 50 _____ /day
Food/Groceries \$ _____ 100 _____ /day
Entertainment/Recreation \$ _____ /day
Shopping \$ _____ /day
Gas/Car Rental \$ _____ /day
Other (describe) \$ _____ /day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☐ Air, which airport? _____
☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____ / _____	_____ / _____	_____ / _____
2.	_____ / _____	_____ / _____	_____ / _____
3.	_____ / _____	_____ / _____	_____ / _____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Morjana Signorin Date: 11/27/19 Time: 12:15 AM / PM

Beach Location: ☐ North Beach Area ☐ Middle Beach Area ☒ South Beach Area

Weather: ☒ Sunny ☐ Cloudy ☐ Rain Surf: ☒ Calm ☐ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

4 people

2. Total Expected length of time at the beach today?

2 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming ☐ Exercising ☐ Surfing
☐ Walking/Shelling ☐ Snorkeling/Diving ☐ Other _____

4. Do you live in Deerfield Beach?

☒ No ☐ Yes, 3-6 months/year ☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town Cologne State _____ ZIP/Country Germany

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00 ☒ \$5.00 to \$10.00 ☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____ Parking \$ 5 Activities \$ _____
 Food \$ _____ Lodging \$ _____ Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age		Occupation	
☐ Under 25	☒ 25 to 39	☐ Student	☐ Retired
☐ 39 to 59	☐ Over 60	☐ Employed	☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 4

10. What is your favorite part of your visit to the beach today?

Swimming

11. Do you have any suggestions for improving the beach experience?

cleaning of the water

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

☐ Business/Convention ☐ Visit Friends/Relatives

☒ Vacation ☐ Seasonal Visitor

☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

_____ 4 _____ day(s)

14. What is the size of your traveling party?

_____ 4 _____ people

15. How often will you visit Deerfield Beach's beaches during your stay?

_____ 1 _____ day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day

Dining Out \$ _____/day

Food/Groceries \$ _____/day

Entertainment/Recreation \$ _____/day

Shopping \$ _____/day

Gas/Car Rental \$ _____/day

Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

☐ Auto

☒ Air, which airport? Miami

☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1. <u>Miami</u>	} <u>holiday</u> <u>3 weeks</u>	
2. <u>Key West</u>		
3. <u>Naples</u>		
<u>Anne Maria Iskna</u>		



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Morjana Signorin Date: 11 / 27 / 19 Time: 12:20 AM / PM

Beach Location: ☐ North Beach Area ☐ Middle Beach Area ☐ South Beach Area

Weather: ☒ Sunny ☐ Cloudy ☐ Rain Surf: ☐ Calm ☐ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

2 people

2. Total Expected length of time at the beach today?

3 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming ☐ Exercising ☐ Surfing
☐ Walking/Shelling ☐ Snorkeling/Diving ☐ Other _____

4. Do you live in Deerfield Beach?

☐ No ☒ Yes, 3-6 months/year ☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town Zurich State ~~Sw~~ Zurich ZIP/Country Switzerland

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☒ Less Than \$5.00 ☐ \$5.00 to \$10.00 ☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____ Parking \$ _____ Activities \$ _____
 Food \$ 10 Lodging \$ _____ Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age		Occupation	
☐ Under 25	☒ 25 to 39	☐ Student	☐ Retired
☐ 39 to 59	☐ Over 60	☐ Employed	☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5/5

10. What is your favorite part of your visit to the beach today?

Swimming / Sunbathing

11. Do you have any suggestions for improving the beach experience?

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☒ Vacation ☐ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

14 day(s)

14. What is the size of your traveling party?

3 people

15. How often will you visit Deerfield Beach's beaches during your stay?

10 day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day
Dining Out \$ 40 /day
Food/Groceries \$ 50 /day
Entertainment/Recreation \$ _____/day
Shopping \$ 80 /day
Gas/Car Rental \$ 2 50 /day
Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☒ Air, which airport? Miami Int.
☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

No

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____/	_____/	_____
2.	_____/	_____/	_____
3.	_____/	_____/	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: H Berckenhoff Date: 11/27/19 Time: 11 AM / PM

Beach Location: ☒ North Beach Area ☐ Middle Beach Area ☐ South Beach Area

Weather: ☒ Sunny ☐ Cloudy ☐ Rain Surf: ☐ Calm ☐ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

5 people

2. Total Expected length of time at the beach today?

3 1/2 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming ☐ Exercising ☐ Surfing
☒ Walking/Shelling ☐ Snorkeling/Diving ☐ Other _____

4. Do you live in Deerfield Beach?

☒ No ☐ Yes, 3-6 months/year ☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town Delray beach State _____ ZIP/Country _____

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00 ☐ \$5.00 to \$10.00 ☒ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____ Parking \$ 7 Activities \$ _____
 Food \$ _____ Lodging \$ _____ Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age		Occupation	
☐ Under 25	☐ 25 to 39	☐ Student	☐ Retired
☒ 39 to 59	☐ Over 60	☒ Employed	☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

bath room clean

11. Do you have any suggestions for improving the beach experience?

no

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☒ Visit Friends/Relatives
☐ Vacation ☐ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

_____ day(s)

14. What is the size of your traveling party?

_____ people

15. How often will you visit Deerfield Beach's beaches during your stay?

2 months day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day
Dining Out \$ _____/day
Food/Groceries \$ _____/day
Entertainment/Recreation \$ _____/day
Shopping \$ _____/day
Gas/Car Rental \$ _____/day
Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☐ Air, which airport? _____
☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____	_____/_____	_____
2.	_____	_____/_____	_____
3.	_____	_____/_____	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Holly Berckenhoff Date: 11/27/19 Time: 11:20 AM PM

Beach Location: ☐ North Beach Area ☒ Middle Beach Area ☐ South Beach Area

Weather: ☒ Sunny ☐ Cloudy ☐ Rain Surf: ☒ Calm ☐ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

1 people

2. Total Expected length of time at the beach today?

4 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming ☐ Exercising ☐ Surfing
☐ Walking/Shelling ☐ Snorkeling/Diving ☐ Other _____

4. Do you live in Deerfield Beach?

☐ No ☒ Yes, 3-6 months/year ☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town Pembroke State MA ZIP/Country 02359 USA

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☒ Less Than \$5.00 ☐ \$5.00 to \$10.00 ☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____ Parking \$ _____ Activities \$ _____
 Food \$ _____ Lodging \$ _____ Other \$ 75.00

8. Please tell us about yourself. (check one from each box)

Age		Occupation	
☐ Under 25	☐ 25 to 39	☐ Student	☒ Retired
☐ 39 to 59	☒ Over 60	☐ Employed	☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

EVERYTHING: sand, sun, people.

11. Do you have any suggestions for improving the beach experience?

NO - maybe more parking spots for sticker people

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

☐ Business/Convention ☐ Visit Friends/Relatives

☐ Vacation ☒ Seasonal Visitor

☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

6 months day(s)

14. What is the size of your traveling party?

1 people

15. How often will you visit Deerfield Beach's beaches during your stay?

25 day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ OWN /day

Dining Out \$ 20 /day

Food/Groceries \$ 10 /day

Entertainment/Recreation \$ 10 /day

Shopping \$ 10 /day

Gas/Car Rental \$ 5 /day

Other (describe) \$ _____ /day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

☐ Auto

☒ Air, which airport? FLL

☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

NO

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Holly Berckenhoff Date: 11/27/19 Time: 11:55 AM / PM

Beach Location: ☐ North Beach Area ☒ Middle Beach Area ☐ South Beach Area

Weather: ☒ Sunny ☐ Cloudy ☐ Rain Surf: ☒ Calm ☐ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

4 people

2. Total Expected length of time at the beach today?

6 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming ☐ Exercising ☐ Surfing
☐ Walking/Shelling ☐ Snorkeling/Diving ☐ Other _____

4. Do you live in Deerfield Beach?

☒ No ☐ Yes, 3-6 months/year ☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town Pleasant Valley State NY ZIP/Country 12569

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00 ☒ \$5.00 to \$10.00 ☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ 55 Parking \$ N/A Activities \$ 100
 Food \$ 100 Lodging \$ 250 Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age		Occupation	
☐ Under 25	☐ 25 to 39	☐ Student	☐ Retired
☒ 39 to 59	☐ Over 60	☒ Employed	☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

Sun, beach

11. Do you have any suggestions for improving the beach experience?

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☐ Vacation ☐ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) _____
-

13. What is your expected length of stay in Deerfield Beach?

_____ day(s)

14. What is the size of your traveling party?

_____ people

15. How often will you visit Deerfield Beach's beaches during your stay?

_____ day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day
Dining Out \$ _____/day
Food/Groceries \$ _____/day
Entertainment/Recreation \$ _____/day
Shopping \$ _____/day
Gas/Car Rental \$ _____/day
Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☐ Air, which airport? _____
☐ Other (describe) _____
-

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____/	_____/	_____
2.	_____/	_____/	_____
3.	_____/	_____/	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Holly Berckenhoff Date: 11/27/19 Time: 11:30 AM PM

Beach Location: ☐ North Beach Area ☒ Middle Beach Area ☐ South Beach Area

Weather: ☒ Sunny ☐ Cloudy ☐ Rain Surf: ☐ Calm ☐ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

2 people

2. Total Expected length of time at the beach today?

3 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming ☒ Exercising ☒ Surfing
☐ Walking/Shelling ☐ Snorkeling/Diving ☐ Other _____

4. Do you live in Deerfield Beach?

☒ No ☐ Yes, 3-6 months/year ☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town West Port Road State NY ZIP/Country 08051

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☒ Less Than \$5.00 ☐ \$5.00 to \$10.00 ☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____ Parking \$ _____ Activities \$ _____
 Food \$ 20 Lodging \$ 300 Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age		Occupation	
☐ Under 25	☐ 25 to 39	☐ Student	☒ Retired
☐ 39 to 59	☒ Over 60	☐ Employed	☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

relaxing

11. Do you have any suggestions for improving the beach experience?

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

☐ Business/Convention ☐ Visit Friends/Relatives

☒ Vacation ☐ Seasonal Visitor

☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

_____ 7 _____ day(s)

14. What is the size of your traveling party?

_____ 2 _____ people

15. How often will you visit Deerfield Beach's beaches during your stay?

_____ 2 _____ day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____ 200 _____ /day

Dining Out \$ _____ 100 _____ /day

Food/Groceries \$ _____ 20 _____ /day

Entertainment/Recreation \$ _____ 20 _____ /day

Shopping \$ _____ 20 _____ /day

Gas/Car Rental \$ _____ 70 _____ /day

Other (describe) \$ _____ /day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

☐ Auto

☒ Air, which airport? _____ west Palm _____

☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____ / _____	_____ / _____	_____ / _____
2.	_____ / _____	_____ / _____	_____ / _____
3.	_____ / _____	_____ / _____	_____ / _____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Holly Berkenhoff Date: 11 / 27 / 19 Time: 11:35 AM / PM

Beach Location: ☐ North Beach Area ☒ Middle Beach Area ☐ South Beach Area

Weather: ☒ Sunny ☐ Cloudy ☐ Rain Surf: ☒ Calm ☐ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

8 people

2. Total Expected length of time at the beach today?

4 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming ☐ Exercising ☐ Surfing
☐ Walking/Shelling ☐ Snorkeling/Diving ☐ Other _____

4. Do you live in Deerfield Beach?

☒ No ☐ Yes, 3-6 months/year ☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town Foxboro State Ma ZIP/Country 02035

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00 ☐ \$5.00 to \$10.00 ☒ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____ Parking \$ 13 Activities \$ _____
 Food \$ _____ Lodging \$ _____ Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age		Occupation	
☒ Under 25	☐ 25 to 39	☒ Student	☐ Retired
☐ 39 to 59	☐ Over 60	☐ Employed	☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

spending time with family

11. Do you have any suggestions for improving the beach experience?

No

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☒ Vacation ☐ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

_____ 3 _____ day(s)

14. What is the size of your traveling party?

_____ 5 _____ people

15. How often will you visit Deerfield Beach's beaches during your stay?

_____ 3-5 _____ day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____ /day
Dining Out \$ 100 /day
Food/Groceries \$ _____ /day
Entertainment/Recreation \$ _____ /day
Shopping \$ _____ /day
Gas/Car Rental \$ 400 /day
Other (describe) \$ _____ /day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☒ Air, which airport? Fort LL
☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	<u>orlando</u>	<u>disney / 2</u>	_____
2.	<u>miami</u>	<u>explore / 5</u>	_____
3.	<u>boca raton</u>	<u>staying / 10</u>	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Holly Berckenhoff Date: 11/27/19 Time: 11:40 AM / PM

Beach Location: ☐ North Beach Area ☒ Middle Beach Area ☐ South Beach Area

Weather: ☐ Sunny ☒ Cloudy ☐ Rain Surf: ☐ Calm ☒ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

4 people

2. Total Expected length of time at the beach today?

4 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming ☐ Exercising ☐ Surfing
☐ Walking/Shelling ☐ Snorkeling/Diving ☐ Other _____

4. Do you live in Deerfield Beach?

☐ No ☒ Yes, 3-6 months/year ☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town _____ State _____ ZIP/Country _____

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☒ Less Than \$5.00 ☐ \$5.00 to \$10.00 ☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____ Parking \$ _____ Activities \$ _____
 Food \$ _____ Lodging \$ _____ Other \$ ☒

8. Please tell us about yourself. (check one from each box)

Age		Occupation	
☐ Under 25	☐ 25 to 39	☐ Student	☒ Retired
☐ 39 to 59	☒ Over 60	☐ Employed	☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

Sun + WATER

11. Do you have any suggestions for improving the beach experience?

Food TRUCKS

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☐ Vacation ☒ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

183 day(s)

14. What is the size of your traveling party?

4 people

15. How often will you visit Deerfield Beach's beaches during your stay?

15 day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day
Dining Out \$ _____/day
Food/Groceries \$ _____/day
Entertainment/Recreation \$ _____/day
Shopping \$ _____/day
Gas/Car Rental \$ _____/day
Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☐ Auto
☐ Air, which airport? _____
☒ Other (describe) auto Train

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____	_____/_____	_____
2.	_____	_____/_____	_____
3.	_____	_____/_____	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Holly Berckenhoff Date: 11/27/19 Time: 11:45 (AM) PM

Beach Location: ☐ North Beach Area ☒ Middle Beach Area ☐ South Beach Area

Weather: ☒ Sunny ☐ Cloudy ☐ Rain Surf: ☒ Calm ☐ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

2 people

2. Total Expected length of time at the beach today?

2 hours

3. What is the primary reason for your beach visit today?

☐ Sunning/Swimming

☐ Exercising

☐ Surfing

☐ Walking/Shelling

☐ Snorkeling/Diving

☒ Other Just sitting

4. Do you live in Deerfield Beach?

☐ No

☐ Yes, 3-6 months/year

☒ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town _____ State _____ ZIP/Country _____

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00

☒ \$5.00 to \$10.00

☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____

Parking \$ 0

Activities \$ _____

Food \$ 40

Lodging \$ _____

Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age

☐ Under 25

☐ 25 to 39

☒ 39 to 59

☐ Over 60

Occupation

☐ Student

☐ Retired

☒ Employed

☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 4.7

10. What is your favorite part of your visit to the beach today?

The Sun

11. Do you have any suggestions for improving the beach experience?

more trash bins

--- If a **RESIDENT** of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

☐ Business/Convention ☐ Visit Friends/Relatives

☐ Vacation ☐ Seasonal Visitor

☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

_____ day(s)

14. What is the size of your traveling party?

_____ people

15. How often will you visit Deerfield Beach's beaches during your stay?

_____ day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day

Dining Out \$ _____/day

Food/Groceries \$ _____/day

Entertainment/Recreation \$ _____/day

Shopping \$ _____/day

Gas/Car Rental \$ _____/day

Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

☐ Auto

☐ Air, which airport? _____

☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____	_____/_____	_____
2.	_____	_____/_____	_____
3.	_____	_____/_____	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Holly Berckenhoff Date: 11 / 27 / 19 Time: 11:55 (AM) / PM

Beach Location: ☐ North Beach Area ☒ Middle Beach Area ☐ South Beach Area

Weather: ☒ Sunny ☐ Cloudy ☐ Rain Surf: ☒ Calm ☐ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

7 people

2. Total Expected length of time at the beach today?

5 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming ☐ Exercising ☐ Surfing
☐ Walking/Shelling ☐ Snorkeling/Diving ☒ Other Relaxing

4. Do you live in Deerfield Beach?

☐ No ☒ Yes, 3-6 months/year ☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town Louisville State KY ZIP/Country _____

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00 ☐ \$5.00 to \$10.00 ☒ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____ Parking \$ _____ Activities \$ _____
 Food \$ 80 Lodging \$ _____ Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age		Occupation	
☐ Under 25	☐ 25 to 39	☐ Student	☐ Retired
☐ 39 to 59	☒ Over 60	☒ Employed	☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

weather

11. Do you have any suggestions for improving the beach experience?

Five as is. Favorite beach

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

☐ Business/Convention ☐ Visit Friends/Relatives

☐ Vacation ☒ Seasonal Visitor

☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

14 day(s)

14. What is the size of your traveling party?

7 people

15. How often will you visit Deerfield Beach's beaches during your stay?

4 day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day

Dining Out \$ 250 /day

Food/Groceries \$ _____/day

Entertainment/Recreation \$ _____/day

Shopping \$ 500 /day

Gas/Car Rental \$ _____/day

Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

☐ Auto

☐ Air, which airport? _____

☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____	_____/_____	_____
2.	_____	_____/_____	_____
3.	_____	_____/_____	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Holly Berkenhoff Date: 11 / 27 / 19 Time: 12:00 AM / PM

Beach Location: ☐ North Beach Area ☐ Middle Beach Area ☐ South Beach Area

Weather: ☐ Sunny ☐ Cloudy ☐ Rain Surf: ☐ Calm ☐ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

2 people

2. Total Expected length of time at the beach today?

4 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming ☐ Exercising ☐ Surfing
☐ Walking/Shelling ☐ Snorkeling/Diving ☐ Other _____

4. Do you live in Deerfield Beach?

☐ No ☒ Yes, 3-6 months/year ☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town _____ State _____ ZIP/Country _____

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00 ☐ \$5.00 to \$10.00 ☒ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____ Parking \$ 20⁰⁰ Activities \$ _____
 Food \$ _____ Lodging \$ _____ Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age		Occupation	
☐ Under 25	☐ 25 to 39	☐ Student	☒ Retired
☐ 39 to 59	☒ Over 60	☐ Employed	☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

THE PIER

11. Do you have any suggestions for improving the beach experience?

MORE PARKING

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

- ☐ Business/Convention ☐ Visit Friends/Relatives
☐ Vacation ☒ Seasonal Visitor
☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

_____ 100 day(s)

14. What is the size of your traveling party?

_____ 2 people

15. How often will you visit Deerfield Beach's beaches during your stay?

_____ 20 day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____ /day
Dining Out \$ 2000⁰⁰ /day
Food/Groceries \$ 3000⁰⁰ /day
Entertainment/Recreation \$ 1000⁰⁰ /day
Shopping \$ 1000⁰⁰ /day
Gas/Car Rental \$ 0 /day
Other (describe) \$ _____ /day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

- ☒ Auto
☐ Air, which airport? _____
☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	<u>West-coast</u>	<u>4</u>	_____
2.	<u>Kay-west</u>	<u>3</u>	_____
3.	_____	_____	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Holly Berckenhoff Date: 11/27/19 Time: 12:10 AM / PM

Beach Location: ☐ North Beach Area ☐ Middle Beach Area ☐ South Beach Area

Weather: ☒ Sunny ☐ Cloudy ☐ Rain Surf: ☒ Calm ☐ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

2 people

2. Total Expected length of time at the beach today?

4 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming ☐ Exercising ☐ Surfing
☐ Walking/Shelling ☐ Snorkeling/Diving ☐ Other _____

4. Do you live in Deerfield Beach?

☒ No ☐ Yes, 3-6 months/year ☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town Boca State _____ ZIP/Country _____

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☒ Less Than \$5.00 ☐ \$5.00 to \$10.00 ☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____ Parking \$ 10 Activities \$ _____
 Food \$ 20 Lodging \$ _____ Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age		Occupation	
☐ Under 25	☒ 25 to 39	☐ Student	☐ Retired
☐ 39 to 59	☐ Over 60	☒ Employed	☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

Swim, friends, music

11. Do you have any suggestions for improving the beach experience?

NO

--- If a **RESIDENT** of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

☐ Business/Convention ☐ Visit Friends/Relatives

☐ Vacation ☐ Seasonal Visitor

☐ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

_____ day(s)

14. What is the size of your traveling party?

_____ people

15. How often will you visit Deerfield Beach's beaches during your stay?

_____ day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day

Dining Out \$ _____/day

Food/Groceries \$ _____/day

Entertainment/Recreation \$ _____/day

Shopping \$ _____/day

Gas/Car Rental \$ _____/day

Other (describe) \$ _____/day, _____

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

☐ Auto

☐ Air, which airport? _____

☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____	_____/_____	_____
2.	_____	_____/_____	_____
3.	_____	_____/_____	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Holly Berckenhoff Date: 11 / 27 / 19 Time: 12:15 AM / PM

Beach Location: ☒ North Beach Area ☐ Middle Beach Area ☐ South Beach Area

Weather: ☒ Sunny ☐ Cloudy ☐ Rain Surf: ☒ Calm ☐ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

7 people

2. Total Expected length of time at the beach today?

2 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming

☐ Exercising

☐ Surfing

☐ Walking/Shelling

☐ Snorkeling/Diving

☒ Other

Slam Board
 Soccer

4. Do you live in Deerfield Beach?

☒ No

☐ Yes, 3-6 months/year

☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town Lighthouse Pt State FL ZIP/Country 33064

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00

☒ \$5.00 to \$10.00

☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____

Parking \$ 8.00

Activities \$ _____

Food \$ _____

Lodging \$ _____

Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age

☐ Under 25

☐ 25 to 39

☒ 39 to 59

☐ Over 60

Occupation

☐ Student

☐ Retired

☒ Employed

☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

Parking Access; low cost; freedom for activities

11. Do you have any suggestions for improving the beach experience?

@ Beach

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

☐ Business/Convention ☐ Visit Friends/Relatives

☐ Vacation ☐ Seasonal Visitor

☒ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

1/2 day(s)

14. What is the size of your traveling party?

7 people

15. How often will you visit Deerfield Beach's beaches during your stay?

1/2 day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day

Dining Out \$ 50 /day

Food/Groceries \$ _____/day

Entertainment/Recreation \$ _____/day

Shopping \$ _____/day

Gas/Car Rental \$ _____/day

Other (describe) \$ 10 /day, parking.

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

☐ Auto

☐ Air, which airport? _____

☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____	_____/_____	_____
2.	_____	_____/_____	_____
3.	_____	_____/_____	_____



City of Deerfield Beach

2019 Beachgoer Survey

Surveyor: Holly Berckenhoff Date: 11 / 27 / 19 Time: 12:15 AM / (PM)

Beach Location: ☒ North Beach Area ☐ Middle Beach Area ☐ South Beach Area

Weather: ☒ Sunny ☐ Cloudy ☐ Rain Surf: ☒ Calm ☐ Choppy ☐ Rough

1. Number of people with you at the beach today (including yourself)?

3 people

2. Total Expected length of time at the beach today?

2 hours

3. What is the primary reason for your beach visit today?

☒ Sunning/Swimming ☐ Exercising ☐ Surfing
☐ Walking/Shelling ☐ Snorkeling/Diving ☐ Other _____

4. Do you live in Deerfield Beach?

☒ No ☐ Yes, 3-6 months/year ☐ Yes, 6+ months/year

5. If NOT a resident of Deerfield Beach for more than 6 months, where (else) do you live?

City/Town LHP State FL ZIP/Country 33064

6. If using the beach involved a cost, what would you be willing to pay for a day's use?

(This is not going to be used for initiating beach usage fees!)

☐ Less Than \$5.00 ☒ \$5.00 to \$10.00 ☐ More Than \$10

7. How much did you spend on your beach visit today?

Transportation \$ _____ Parking \$ 4.00 Activities \$ _____
 Food \$ _____ Lodging \$ _____ Other \$ _____

8. Please tell us about yourself. (check one from each box)

Age		Occupation	
☐ Under 25	☐ 25 to 39	☐ Student	☐ Retired
☒ 39 to 59	☐ Over 60	☒ Employed	☐ Unemployed

9. Rate your overall experience at the beach. (5 being the best)

Rating: 5

10. What is your favorite part of your visit to the beach today?

Beautiful Day

11. Do you have any suggestions for improving the beach experience?

None

--- If a RESIDENT of Deerfield Beach for more than 6 months per year --- Please Stop ---

12. What is the primary purpose of your visit to Deerfield Beach?

☐ Business/Convention ☐ Visit Friends/Relatives

☐ Vacation ☐ Seasonal Visitor

☒ Sightseeing/Day Visitor ☐ Other (describe) _____

13. What is your expected length of stay in Deerfield Beach?

1/2 day(s)

14. What is the size of your traveling party?

3 people

15. How often will you visit Deerfield Beach's beaches during your stay?

1 day(s)

16. Could you tell us about your expenditures while staying in Deerfield Beach?

Lodging \$ _____/day

Dining Out \$ _____/day

Food/Groceries \$ _____/day

Entertainment/Recreation \$ _____/day

Shopping \$ _____/day

Gas/Car Rental \$ _____/day

Other (describe) \$ Parking /day, 4.00

--- If a **RESIDENT of Florida** for more than 6 months per year --- Please Stop ---

17. How did you travel to Florida?

☐ Auto

☐ Air, which airport? _____

☐ Other (describe) _____

18. Are you making overnight trips other parts of Florida during your visit?

	<u>Destination</u>	<u>Purpose/Days</u>	<u>Daily Expenditures</u>
1.	_____	_____/_____	_____
2.	_____	_____/_____	_____
3.	_____	_____/_____	_____



**BEACH MANAGEMENT PLAN
DEERFIELD BEACH, FLORIDA**

**APPENDIX E
STORM VULNERABILITY & RESILIENCY ANALYSIS**

Prepared for:

**City of Deerfield Beach
Broward County, Florida**

Prepared by:

Aptim Environmental & Infrastructure, LLC

**BEACH MANAGEMENT PLAN
DEERFIELD BEACH, FLORIDA**

**APPENDIX E
SBEACH VULNERABILITY & RESILIENCY ANALYSIS**

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BEACH MANAGEMENT PLAN DEERFIELD BEACH, FLORIDA

APPENDIX E STORM VULNERABILITY & RESILIENCY ANALYSIS

1. GENERAL

Impacts from storm events can cause drastic and sudden changes in the coastline. The impacts may include retreat of the shoreline, erosion/lowering of the dune, damage to upland property and infrastructure, and/or loss of habitat. The magnitude of these impacts from a single storm can account for a majority of the changes experienced during a given year.

To evaluate the response of the City's coastline to such events, storm erosion modeling for the City of Deerfield Beach (City) was conducted using the SBEACH model, developed by the US Army Corps of Engineers (USACE) (Larson and Kraus, 1989). The objectives of the study were as follows:

- Determine the level of storm protection provided by the existing conditions.
- Verify the need for a project along the City's coastline.
- Evaluate the storm protection benefits afforded by beach fill alternatives.

This appendix provides a summary of the model methodology, and more detailed information are provided in the following sub-appendices listed below:

- Appendix E-1 – SBEACH Data, Setup, Calibration & Verification
- Appendix E-2 – SBEACH Scaled Storm Events
- Appendix E-3 – SBEACH Existing Conditions Impact Lines
- Appendix E-4 – SBEACH Beach Fill Alternative Profiles
- Appendix E-5 – SBEACH Beach Fill Alternative Impact Lines

2. MODEL BACKGROUND

SBEACH Version 4.03 (Veri-Tech, 2019) was used to model the cross-shore response of a beach profile due to storm events. SBEACH is a one-dimensional model that simulates beach profile changes resulting from varying storm waves and winds. These profile changes include the formation and movement of morphological features such as long-shore bars, troughs, berms, and dunes. SBEACH evaluates storm impacts through simulated profile changes produced by cross-shore processes.

SBEACH is an empirically based numerical model, formulated using both field data and the results

of large-scale physical model tests. Inputs to the model include the pre-storm beach profile, hardbottom profile, mean grain size, characteristics of the storm event (wave height, wave period, wave direction, water elevation, wind speed, wind direction, and duration of the event), and a set of model calibration parameters. SBEACH calculates the cross-shore variation in wave height and wave setup at discrete points along the profile from the offshore zone to the shoreline. The following basic assumptions underlie the SBEACH model:

- Breaking waves and water level are the major causes of sand transport and profile change.
- The shoreline is straight
- The influence of structures blocking longshore transport is small (i.e., longshore effects are negligible during the term of simulation).
- Linear wave theory is applicable everywhere along the beach profile.

3. MODEL CALIBRATION AND VERIFICATION

3.1 Model Setup

The model setup was calibrated using Hurricane Matthew (2016) data, while verification of the setup utilized Hurricane Irma (2017) data. These storms were chosen because beach survey data documenting conditions immediately pre- and post-storm were available. Hurricane Matthew passed 85 miles offshore Deerfield Beach as a Category 4 hurricane, while Hurricane Irma made landfall on the U.S. coastline on Cudjoe Key as a Category 4 hurricane.

The following wave, wind, water elevation data characterizing the conditions during Hurricanes Matthew and Irma were used in the SBEACH model setup:

- Wave data used as input in SBEACH model was obtained from NOAA Wavewatch III at 26° 18' 58.92" N, 80° 04' 22.24" W in 836 feet of water, 10 miles offshore Deerfield Beach. The data documenting the wave heights, periods, and directions at this location were available at 3-hour intervals.
- Wind speed and direction used to build the storms timeseries were obtained from NOAA Lake Worth Pier Station located at 26° 36.8' N, 80° 02.1' W. The data documenting the wind speed and directions at this location were available at 1-hour intervals.
- Water elevations were obtained from the NOAA Lake Worth Pier Station, which was used as the primary source, and NOAA Virginia Key Station, used as a secondary source. Data collected from these stations show that the peak onshore water elevation (= astronomical tide + storm surge) along Deerfield Beach coastline was +1.95 feet NAVD88 during Hurricane Matthew and +2.53 feet NAVD88 during Hurricane Irma.

The following beach profile surveys documenting the pre- and post-storm conditions were used in the SBEACH model setup for calibration and verification:

- Pre-Matthew LIDAR survey conducted by USACE National Coastal Mapping Program (CNMP) dated May 2016, used as model calibration initial condition.
- Pre and Post-Matthew survey to wading depth conducted by Humiston & Moore Engineering on October 2016, used to compare model calibration results.
- Pre-Irma survey conducted by FDEP, used as model verification initial condition.
- Post-Irma LIDAR survey conducted by USACE between September and October 2017, used to compare model verification results.

Model calibration and verification was performed between FDEP monuments R-4 to R-6+665. The most recent hardbottom inner edge lines were incorporated in the model (Figure 1) as well as the rock revetment on profile line R-6+665.

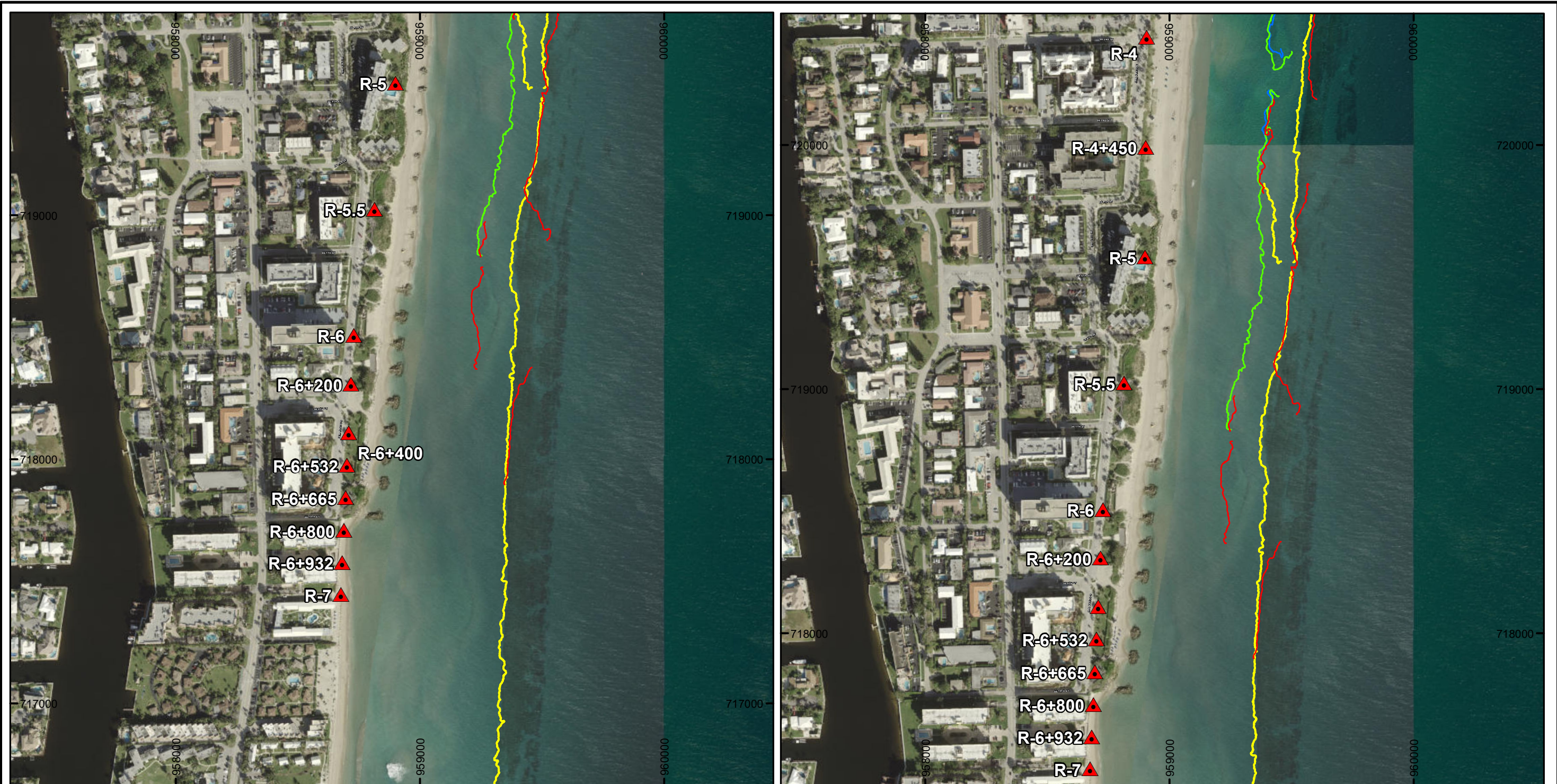
The observed changes due to Hurricane Matthew were used as the basis for determining the calibration settings. The initial calibration run utilized the default parameters. In the following runs, a range of values for each calibration parameter were considered to improve agreement between the modeled post-storm beach profiles and the observed (surveyed) post-storm profiles. It was found that varying calibration parameters to improve agreement at a specific profile may have resulted in greater discrepancies at another profile; therefore, the final calibration parameters were selected based on the best agreement across the study area as a whole.

The storm duration modeled was the 6-day period between October 04 to 10, 2016. This captured the ramp-up and cool-down of the elevated sea state associated with Hurricane Matthew. The final calibration parameters used in the production runs were as follows:

- The transport rate coefficient, which was equal to the ratio between the cross-shore transport rate and the wave energy dissipation rate, was set to $K = 2.5 \times 10^{-6} \text{ m}^4/\text{N}$.
- The slope dependent coefficient, which governed the influence of the profile slope on the cross-shore transport, was set to $\epsilon = 0.005 \text{ m}^2/\text{s}$.
- The maximum slope prior to avalanching, which governed dune scarping within the model, was set to 45° .
- The depth at landward end of the surf zone was set to the default value of $D_{fs} = 1.5 \text{ foot}$.

In addition to the parameters above, the average grain size of 0.38 mm was chosen to better represent the conditions of all the profiles, and the water temperature was set to 27.5°C (81.5°F) to better represent Florida summer sea conditions. The remaining model parameters, transport rate decay coefficient ($\lambda = 0.5$) and the overwash coefficient (0.0), were not varied during the calibration run.

Detailed description of the data used and parameters selection for the calibration and verification effort can be found in Appendix E-1.

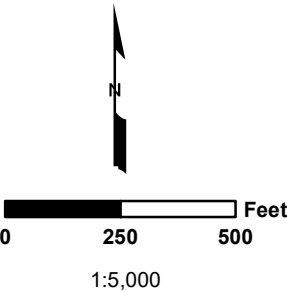


Notes:

- Coordinates are in feet based on the Florida State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD 83).
- Background imagery is from ESRI Imagery basemap, dated December 16, 2017.

Legend:

- ▲ Monument
- 2016 hardbottom edge (Pinnacle Ecological, Inc.)
- 2017 hardbottom edge (Pinnacle Ecological, Inc.)
- 2018 hardbottom edge (APTIM)
- 2019 hardbottom edge (APTIM)



TITLE: Beach Management Plan for the City of Deerfield Beach, Florida FDEP R-Monuments Location and Most Recent Hardbottom Edge Lines			
2481 N. W. Boca Raton Boulevard Boca Raton, FL 33431 Ph. (561) 391-8102 Fax (561) 391-9116			
Date: 08/05/19	By: MS	Comm No. : 631224991	Figure No.: 1

3.2 Calibration and Verification Results

The simulated beach profile responses with the final calibration settings agree well with the observed conditions within the study area. A comparison of the observed and modeled storm responses for the landward limits of storm impacts are presented in Appendix E-1. Calibration of the SBEACH model was based on observed profile changes during Hurricane Matthew (2016), and model verification was based on observed profile changes during Hurricane Irma (2017). The average difference between the observed and calibrated mean shoreline position (MHW) was 0.3 feet. The average difference between the observed and calibrated landward limit of storm impact, where the profile was lowered 1.0 foot, was 0.9 feet. The average difference between the observed and verification shoreline position (MHW) was 14.2 feet. The average difference between the observed and calibrated landward limit of storm impact was -22.5 feet. Negative values denote that the modeled storm responses were landward of the observed post-storm conditions. In general, the storm responses modeled during the calibration and verification agreed with observed post-storm conditions resulting from Hurricanes Matthew and Irma throughout the City.

4. SCALED STORM EVENTS

Four (4) storm events were simulated in SBEACH model to assess a range of impacts that could be expected within the City. The storm events were developed from the Hurricane Matthew (2016) timeseries, which was scaled to the statistical 5, 10, 25 and 50-year return period storms. The parameters from the historical storms that were scaled to create the storm events were the wave height, wave period and wind speed for each return period. The wave and wind directions from the historical storms were not altered for the scaled storm events. Figure 2 to Figure 5 show scaled storm events.

Appendix E-2 provides a detailed description of the extremal statistics analysis performed and the storm scaling for 4 different return intervals (5, 10, 25 and 50-year).

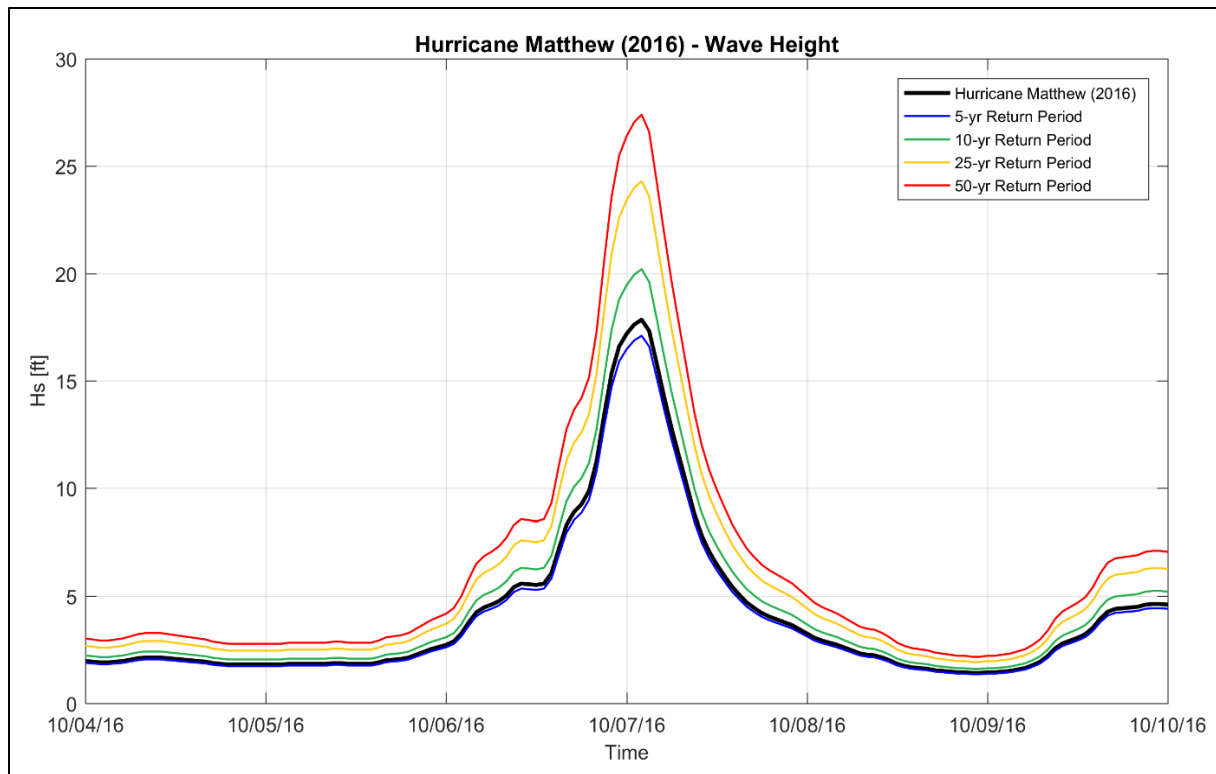


Figure 2: Measured and scaled wave heights for Hurricane Matthew (2016).

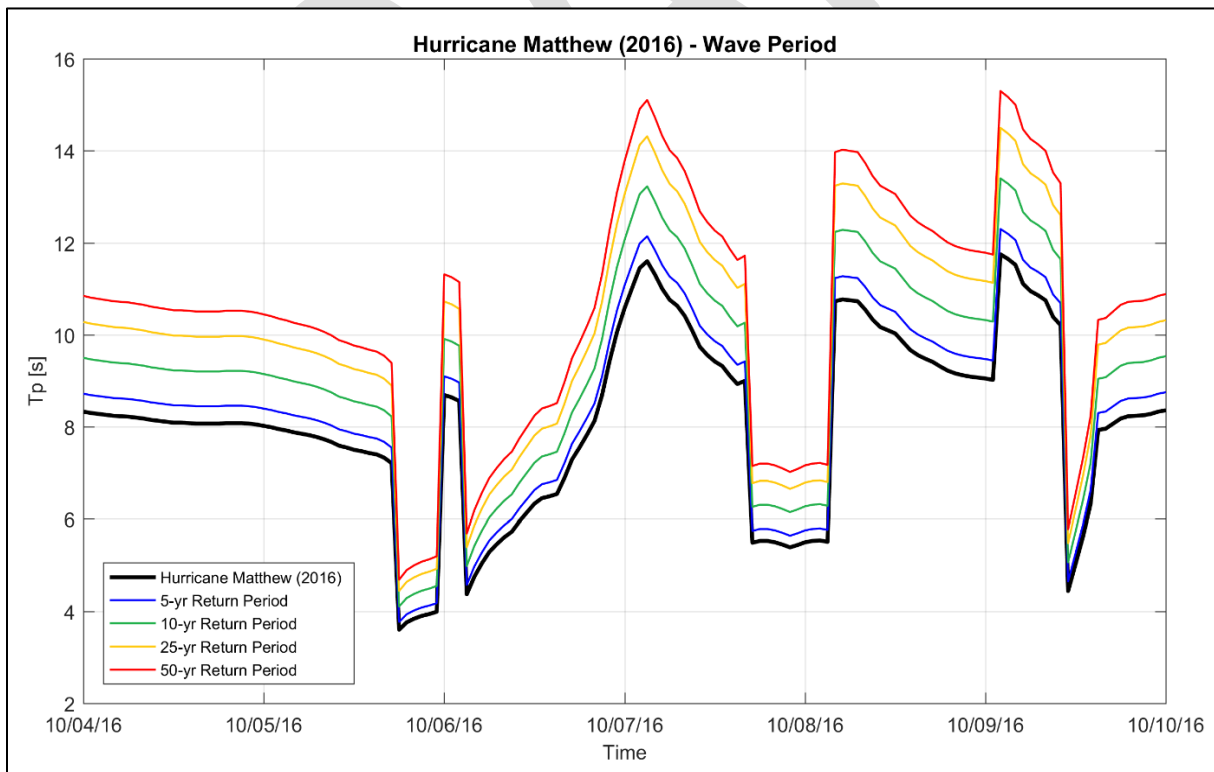


Figure 3: Measured and scaled wave periods for Hurricane Matthew (2016).

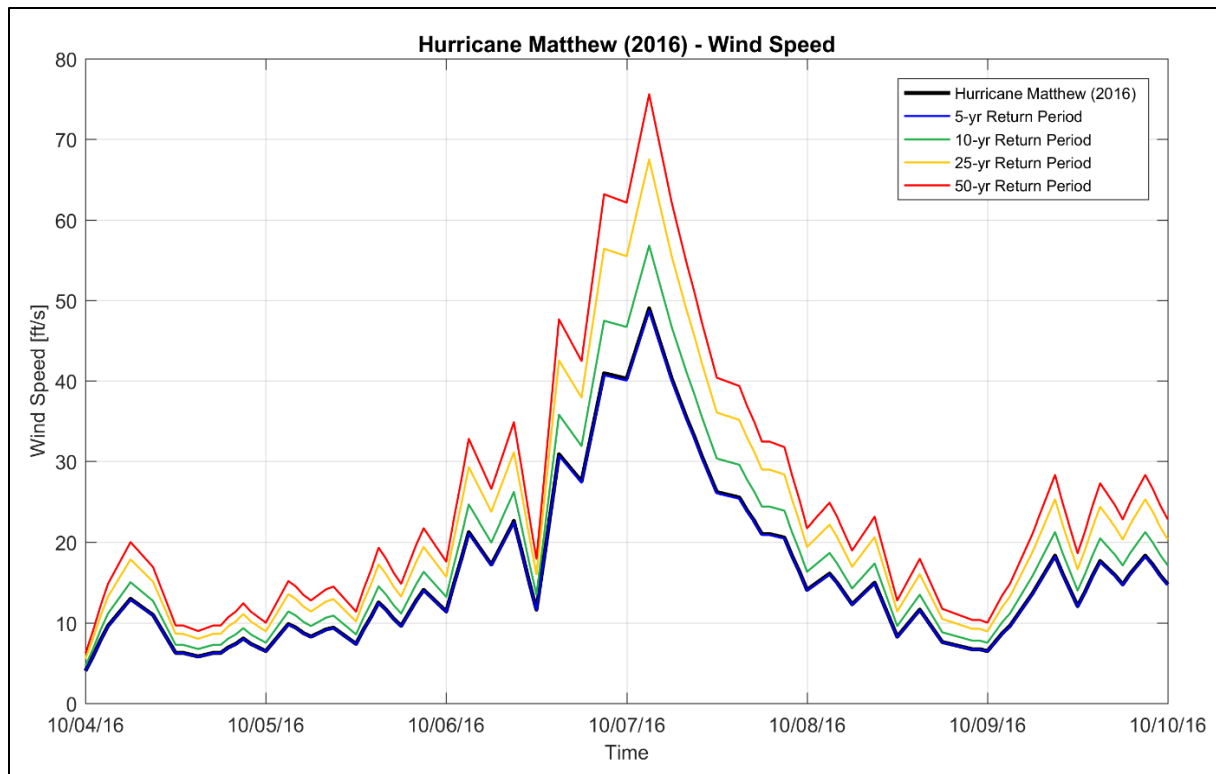


Figure 4: Measured and scaled wind speeds for Hurricane Matthew (2016).

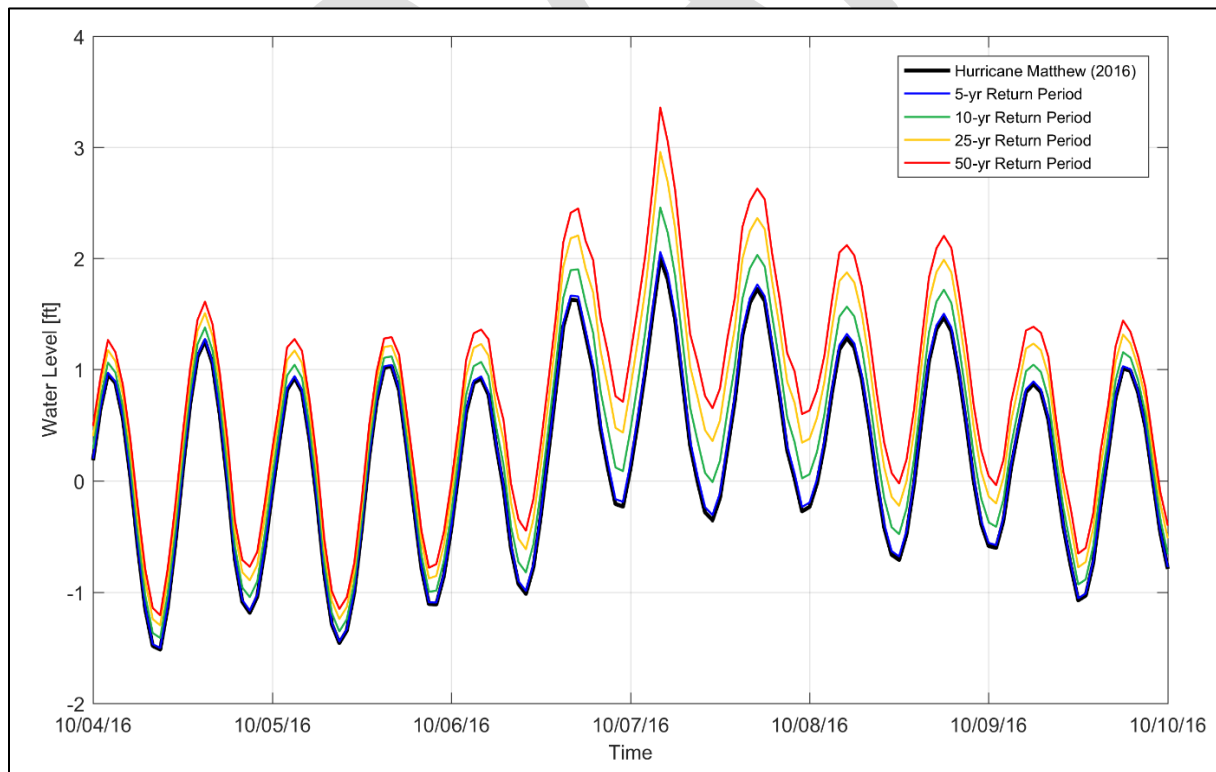


Figure 5: Measured and scaled water levels for Hurricane Matthew (2016).

5. EXISTING CONDITIONS RESULTS

The February 2019 conditions were taken as being representative of the existing conditions for the purposes of the SBEACH modeling effort. The SBEACH model was used to simulate the beach response at each profile for each of the 4 scaled storm events (5, 10, 25 and 50-year return periods).

For a given storm event, the landward point of impact was identified at each profile. This point of impact was defined as the landward most cross-shore location where there was a 1 foot lowering of the post-storm profile as compared to the pre-storm profile. The points were then interpolated between profiles to determine a line of impact throughout the County. The lines of impact for each of the 4 scaled storm events were overlain on aerial photography to depict the spatial relationship with upland property. These plan view images are shown in Appendix E-3.

Additionally, the volumetric change in the profile generated by each storm simulated was calculated above MHW (0.37 ft) and the results are presented on Table 1. Negative values denote loss of sand. As expected, volumetric loss increases as the storm intensity increases. The North Sector of the beach (R-1 to R-2) presented lower volumetric loss when compared to the South Sector (R-5 to R-6). The Central Sector (R-3 to R-4) presented higher volumetric change when compared to North and South Sectors. Regardless of the higher volumetric changes, the Central Sector (as well as North Sector) beach conditions did not show any effects on infrastructure even in the most extreme storm conditions simulated (50-yr return period). The South Sector impact lines show risk of damage to the infrastructure near the beach (the dune overwalk between monuments R-6+532 and R-6+665 and the boardwalk between monuments R-6 and R-6+200), for all the storms evaluated, even on the lowest return period simulated (5-yr return period).

Table 1: Existing Conditions Volumetric Changes above MHW (0.37 ft).

Profile	Effective Length (ft)	Return Period			
		5 year	10 year	25 year	50 year
R-1	476	-2,865	-3,520	-4,203	-4,609
R-2	988	-6,646	-7,935	-9,264	-10,089
R-3	1018	-8,029	-9,496	-10,989	-12,438
R-4	730	-4,946	-5,863	-7,441	-8,468
R-4.5	449	-4,188	-4,794	-5,682	-6,284
R-5	486	-3,053	-3,683	-4,596	-5,316
R-5.5	523	-3,238	-4,183	-5,187	-6,093
R-6	361	-144	-2,534	-3,129	-3,458
R-6+200	199	-1,347	-2,082	-2,635	-2,991
R-6+400	166	-1,349	-1,693	-2,088	-2,426
R-6+532	133	-1,313	-1,545	-1,847	-2,070
R-6+665	134	-3	-3	-3	-3
North Sector Volume Change (CY)		-9,511	-11,455	-13,467	-14,698
Central Sector Volume Change (CY)		-17,163	-20,153	-24,112	-27,190
South Sector Volume Change (CY)		-10,447	-15,723	-19,485	-22,357
City-wide Volume Change (CY)		-37,121	-47,331	-57,064	-64,245

6. BEACH FILL ALTERNATIVES

The same analysis that was performed for the existing conditions above was repeated with select beach fill alternatives. The beach fill alternatives, described in detail in Appendix C, represent the maximum fill volumes that the February 2019 conditions could support while avoiding adverse impacts to nearshore hardbottom. Appendix E-4 depicts the beach fill profiles simulated on SBEACH for each of the 4 scaled storm events (5, 10, 25 and 50-year return periods). The maximum recommended berm width to avoid impacting the nearshore hardbottom is 20 feet for monuments R-4 to R-6, and 40 feet for monuments R-1 to R-3 and R-6+200 to R6-665.

The beach fill alternatives added sand to the coastal system by increasing the beach widths. The storm response of the beach resulted in the lines of impacts for the scaled storm events being lower on the beach profile and further seaward. The lines of impact for each of the 4 scaled storm events overlain on aerial photography to depict the spatial relationship with upland property are shown in Appendix E-5. It should be noted that the proposed beach fill provided storm protection throughout the City, especially to the infrastructure on the South Sector of the City's beach.

Table 2 shows the volumetric change in the profile generated by each storm simulated above MHW (0.37 ft) for the beach fill alternatives. Negative values denote loss of sand. The same volumetric loss trends under storm conditions are observed for the beach fill alternatives, with Central Sector presenting higher volumetric changes, followed by South Sector, and North Sector. The beach fill alternatives results showed reduction in volumetric losses and increase in storm protection along the City's beach when compared to the Existing Conditions results, including increase in storm protection to the infrastructure in the South Sector.

Table 2: Beach Fill Alternatives Volumetric Changes above MHW (0.37 ft).

Profile	Effective Length (ft)	Return Period			
		5 year	10 year	25 year	50 year
R-1	476	-2,942	-3,455	-4,202	-4,648
R-2	988	-5,298	-6,248	-7,693	-9,054
R-3	1018	-5,973	-7,332	-8,810	-9,991
R-4	730	-4,519	-5,573	-6,806	-7,849
R-4.5	449	-2,763	-3,532	-4,299	-4,827
R-5	486	-3,021	-3,649	-4,444	-5,057
R-5.5	523	-2,997	-3,700	-4,230	-5,164
R-6	361	-1,448	-2,139	-2,680	-3,005
R-6+200	199	-1,045	-1,367	-1,576	-1,847
R-6+400	166	-926	-1,117	-1,395	-1,619
R-6+532	133	-732	-901	-1,071	-1,307
R-6+665	134	-369	-539	-566	-623
North Sector Volume Change (CY)		-8,240	-9,703	-11,895	-13,702
Central Sector Volume Change (CY)		-13,255	-16,437	-19,915	-22,667
South Sector Volume Change (CY)		-10,538	-13,412	-15,962	-18,622
City-wide Volume Change (CY)		-32,033	-39,552	-47,772	-54,991

7. CONCLUSIONS

Numerical modeling utilizing SBEACH was conducted to determine the level of storm protection provided by the existing conditions, verify the need for a project along the City's coastline, and evaluate the storm protection benefits afforded by beach fill alternatives.

The modeling effort utilized wave, wind, water elevation data from NOAA and USACE, as well as beach profile surveys conducted by Humiston & Moore, FDEP, and USACE (beach profiles extracted from LiDAR). Calibration of the SBEACH model was based on observed profile changes during Hurricane Matthew (2016), and model verification was based on observed profile changes during Hurricane Irma (2017). The storm responses modeled during the calibration and verification agreed with observed post-storm conditions resulting from Hurricanes Matthew and Irma throughout the City.

Four (4) storm events (5, 10, 25 and 50-year return period) were simulated in SBEACH model to assess a range of impacts that could be expected within the City. The February 2019 conditions was used as existing conditions and simulated to evaluate the response of the beaches under different storm events. Additionally, beach fill alternatives were simulated and compared to the existing conditions.

The volumetric loss increases as the storm intensity increases. The North Sector of the beach (R-1 to R-2) presented lower volumetric loss when compared to the Central and South Sectors. The Central Sector (R-3 to R-4) presented higher volumetric change when compared to the South

Sector (R-5 to R-6). Regardless of the higher volumetric changes, the Central Sector (as well as North Sector) beach conditions did not show any effects on infrastructure even in the most extreme storm conditions simulated (50-yr return period). The South Sector impact lines show risk of damage to the infrastructure near the beach (the dune overwalk between monuments R-6+532 and R-6+665 and the boardwalk between monuments R-6 and R-6+200), for all the storms evaluated, even on the lowest return period simulated (5-yr return period).

Overall, the beach fill alternative results showed reduction in volumetric losses and increase in storm protection along the City's beach when compared to the Existing Conditions results, including increase in storm protection to the infrastructure potentially at risk (dune overwalk and boardwalk) in the South Sector. The risk condition may make sections of the South Sector eligible for FEMA Category B measures and should be evaluated further.

8. REFERENCES

Larson, Magnus and Kraus, Nicholas, 1989. SBEACH: Numerical Model for Simulating Storm-Induced Beach Change, Report 1, Empirical Formulation and Model Development, U.S. Army Corps of Engineers, Vicksburg, MS.

Veri-Tech, 2019, SBEACH in CEDAS Version 4.03. Computer Program. Vicksburg, Mississippi, USA.

**BEACH MANAGEMENT PLAN
DEERFIELD BEACH, FLORIDA**

**APPENDIX E-1
SBEACH DATA, SETUP, CALIBRATION & VERIFICATION**

Prepared for:

**City of Deerfield Beach
Broward County, Florida**

Prepared by:

Aptim Environmental & Infrastructure, LLC

**BEACH MANAGEMENT PLAN
DEERFIELD BEACH, FLORIDA**

**APPENDIX E-1
SBEACH DATA, SETUP, CALIBRATION & VERIFICATION**

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BEACH MANAGEMENT PLAN DEERFIELD BEACH, FLORIDA

APPENDIX E-1 SBEACH DATA, SETUP, CALIBRATION & VERIFICATION

1. GENERAL

Storm erosion modeling for the City of Deerfield Beach (City) was conducted using SBEACH model. The primary objective of this storm induced beach change model study is to determine the level of storm protection provided by the existing conditions, verify the need for a project along the City's coastline, and evaluate the storm protection benefits afforded by beach fill alternatives. The methodology and results of this model study are detailed in the Modeling Appendix E and the detailed information are provided in the following appendices listed below:

- Appendix E-1 – SBEACH Data, Setup, Calibration & Verification
- Appendix E-2 – SBEACH Scaled Storm Events
- Appendix E-3 – SBEACH Existing Conditions Impact Lines
- Appendix E-4 – SBEACH Beach Fill Alternative Profiles
- Appendix E-5 – SBEACH Beach Fill Alternative Impact Lines

Appendix E-1 – SBEACH Data, Setup, Calibration & Verification, presented herein, describes all boundary and forcing data used (i.e. topo-bathymetric, meteoceanographic), details model setup (i.e. grids, boundary conditions), and justifies model calibration.

2. SBEACH MODEL AND APPLICATION

Storm Induced Beach Change Model (SBEACH, Larson and Kraus, 1989) simulates the beach profile changes which result from varying storm waves and water levels. These beach profile changes include the formation and movement of major morphological features such as longshore bars, troughs, berms, and dunes. SBEACH is a one-dimensional model and assumes that the simulated profile changes are produced only by cross-shore processes. Longshore sediment transport processes are neglected. SBEACH is an empirically based numerical model, which was formulated using both field data and the results of large-scale physical model tests. Input data required by SBEACH includes the beach cross-section, the median sediment grain size, and the time histories of the wave height, wave period, and water elevation.

SBEACH calculates the cross-shore variation in wave height and wave- and wind-induced wave setup at discrete points along the profile from the seaward boundary to the shoreline. The limit of wave runup is calculated to define the landward boundary of profile change. Profile changes are calculated at each model time step by solving for conservation of mass. An explicit finite-difference scheme is used for this solution.

The following basic assumptions underlie the SBEACH model:

- Breaking waves and variations in water level are the major causes of sand transport and profile change.
- Cross shore sand transport takes place primarily in the surf zone.
- Conservation of mass dictates that the amount of material eroded must equal the amount deposited.
- The median sediment grain diameter on the profile is reasonably uniform across shore.
- The influence of structures blocking longshore transport is small, and the shoreline is straight (i.e., longshore effects are negligible during the term of simulation).
- Linear wave theory is applicable everywhere along the profile.

SBEACH has significant capabilities that make it useful for quantitative studies of beach profile response to storms. It accepts as input pre-storm beach profiles, time series of the wave height and wave period, a representative sediment grain size, three transport parameters, and two characteristic slope parameters. The model allows for variable cross shore grid spacing, wave refraction by specifying wave direction and water level setup due to input wave and wind parameters.

Given study objectives, the SBEACH model is the best tool for evaluating storm damage vulnerability and analyzing reduction benefits associated with the implementation of various beach management actions. Although SBEACH is an empirical model capable of replicating complex storm induced beach changes, the strength of this model is its ability to assess relative differences. This model should not be solely relied on to quantify absolute changes for a specific condition. Additionally, due to the inability to predict future weather and sea conditions, SBEACH should not be used as a predictive model. Instead, model results are given in terms of relative differences in response to simulated alternatives compared to a baseline scenario (i.e. existing condition). Moreover, model results should be used in conjunction with analytic models, prototype performance of similar projects, and sound coastal engineering judgment.

The SBEACH model version used for this study is 4.03 (Veri-Tech, 2019).

3. MODEL DATA

Data used in this model study include topographic and bathymetric, geotechnical, water level, wave, and wind. Detailed descriptions of these datasets are provided below.

3.1 Topography and Bathymetry

The topo-bathymetric data used in this model study are listed in Table 1. Primary sources include August 2017 and February 2019 APTIM profile surveys, October 2015 surveys from Humiston &

Moore Engineering, and May 2016 and September 2017 USACE LIDAR surface surveys. The August 2017 profile survey data, collected between R-4 and R-7, extends from the backshore to the nearshore (i.e. wading depth) to document as-built conditions of the 2017 beach nourishment project. The February 2019 profile survey data, collected between R-1 and R-7, extends from the backshore to the offshore beyond the depth of closure to document existing conditions; this most recent survey was conducted to support this modeling study, other components of the feasibility study, and the development of the beach management plan. The October 2016 profile surveys data collected pre- and post-Hurricane Matthew (2016) by Humiston & Moore Engineering, collected between R-4 and R-7, extends from the backshore to wading depth. The May 2016 LIDAR survey was conducted to document Hurricane Matthew (2016) post-storm conditions while the September 2017 LIDAR survey was conducted to document Hurricane Irma (2017) post-storm conditions.

Table 1: Topographic and Bathymetric Survey Data.

Date	Source	Type	Vertical Datum	Horizontal Datum	Location
May 2016	USACE	LIDAR	ft NAVD88	ft NAD83, FL-East	Regional
October 2016 (Pre and Post Storm)	Humiston & Moore	Profile	ft NAVD88	ft NAD83, FL-East	R-4 to R-7
August 2017	APTIM	Profile	ft NAVD88	ft NAD83, FL-East	R-4 to R-7
September 2017	USACE	LIDAR	ft NAVD88	ft NAD83, FL-East	Regional
February 2019	APTIM	Profile	ft NAVD88	ft NAD83, FL-East	R-1 to R-7

All topo-bathymetric datasets are converted as necessary to reference the selected model datums. The horizontal datum references the Florida State Plane Coordinate System, East Zone, North American Datum of 1983 (FL-East NAD83). The vertical datum references the North American Vertical Datum of 1988 (NAVD88). Horizontal datum conversions are performed using the software Global Mapper v16.1.2 (<http://www.blumablegeo.com/knowledgebase/global-mapper/>). Vertical datum conversions are performed using published tidal datums presented in Table 6. All data are converted to meters assuming a ratio of 1200.0 m to 3937.0 U.S. feet.

To clearly define existing conditions and better analyze vulnerability, the February 2019 beach profile survey was conducted along the City's shoreline. This survey consists of a total of 14 beach profiles. The profile surveys were collected between FDEP reference monuments R-1 and R-7; intermediate profile surveys were collected with a spacing of 500 feet between R-5 and R-6 and with a spacing of 150 feet between R-6 and R-7. All profile surveys along the 6,000 feet of shoreline extended from the upland located approximately 150 feet landward of the edge of vegetation to approximately 3,000 feet offshore beyond the depth of closure (approximately -20 feet NAVD88). All survey data used in this model study extend along the transects described above and detailed in Table 2.

Table 2: Profile Survey Transects.

Profile	Easting	Northing	Azimuth
R-1	959068.0	723426.0	95.0
R-2	959029.4	722474.7	95.0
R-3	958967.6	721451.5	95.0
R-4	958907.8	720442.1	95.0
R-4.5	958904.4	719991.8	95.0
R-5	958901.0	719541.5	95.0
R-5.5	958814.7	719024.4	95.0
R-6	958729.4	718507.3	95.0
R-6+200	958719.1	718308.1	95.0
R-6+400	958709.3	718108.9	95.0
R-6+532	958702.4	717976.1	95.0
R-6+665	958696.0	717842.2	95.0
R-6+800	958689.6	717708.3	95.0
R-6+932	958682.8	717576.6	95.0
R-7	958676.5	717444.8	95.0

3.2 Geotechnical

Geotechnical data used in this model study include beach grain size and hardbottom. Detailed descriptions of these datasets are provided below.

3.2.1 Beach

Beach material is typically characterized by the color, mean grain size, range of grain size (sorting), percent fines, gravel content, and carbonate content. Historical studies documenting the native beach material prior to any beach nourishments in the City are not available. A comprehensive analysis of sand characteristics was undertaken in 2007 to support the engineering and design for the South and North Deerfield Beach Dune Restoration projects completed in 2008 and 2009, respectively. Sand samples were collected along the northern, central, and southern sectors and analyzed to define the sediment characteristics summarized in Table 3.

Table 3: Beach Sand Characteristics - 2007 Samples.

Sample Location	Mean Grain Size (mm)	Sorting (φ)	Fines (%)	Gravel (%)	Carbonate (%)	Munsell Color
North	0.48	0.65	0.36	0	N/A	2.5Y-6/3
Central	0.48	0.92	0.68	<1	N/A	2.5Y-6/3
South	0.51	0.50	0.32	<1	N/A	2.5Y-6/3

A subsequent, comprehensive analysis of sand characteristics was undertaken in 2017 to support the City's proposed Storm Berm Nourishment project. Sand samples were collected at each R-monument in the City (R-1 to R-6) and analyzed to define the sediment characteristics summarized in Table 4.

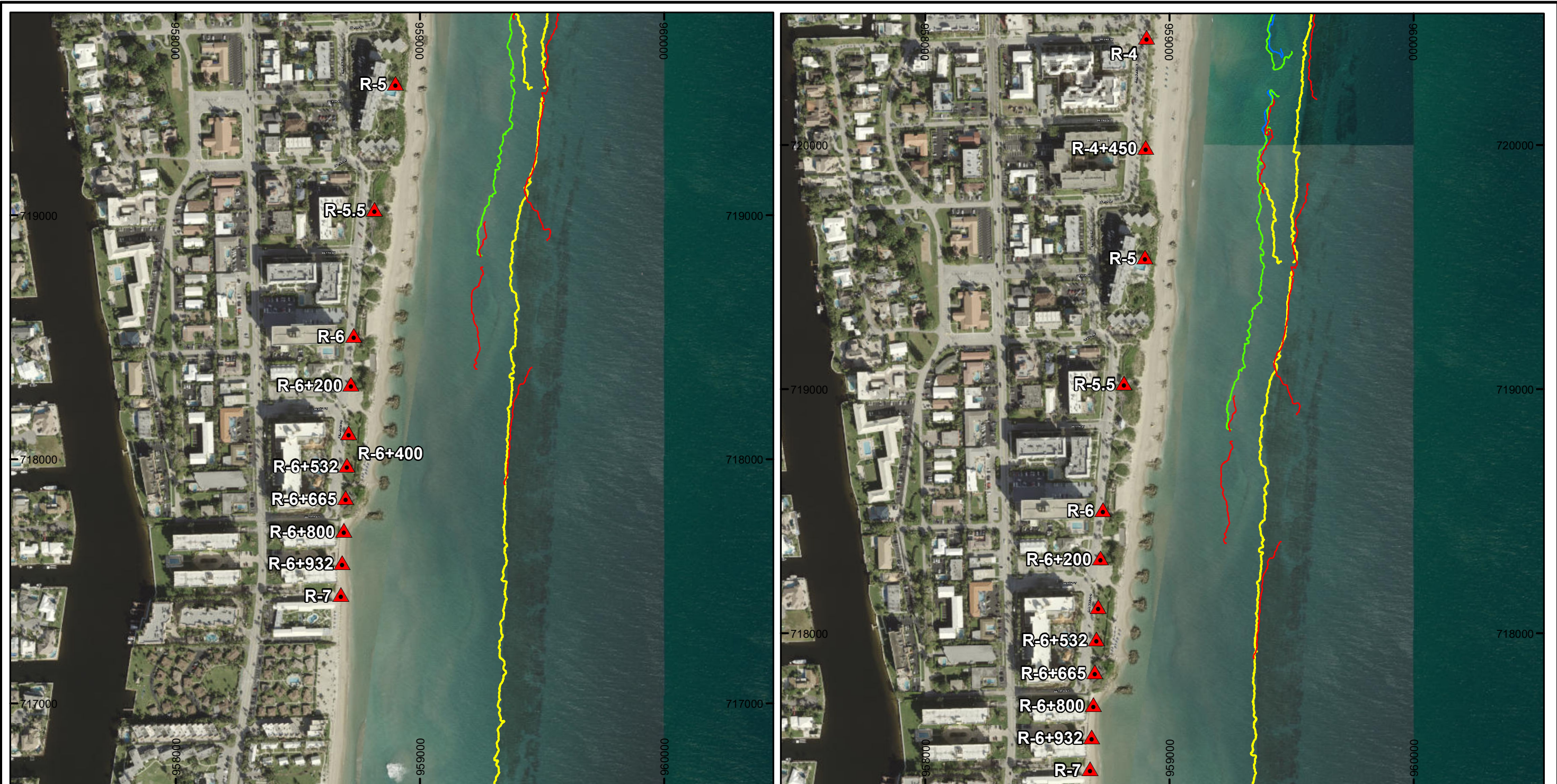
Table 4: Beach Sand Characteristics - 2017 Samples.

Sample Location	Mean Grain Size (mm)	Sorting (φ)	Fines (%)	Gravel (%)	Carbonate (%)	Munsell Color
R-1	0.36	0.56	0.37	0	54	10YR-5/2
R-2	0.37	0.50	0.40	0	53	10YR-5/2
R-3	0.44	0.77	0.42	0	09	10YR-6/2
R-4	0.44	0.89	0.47	0	56	10YR-5/3
R-5	0.39	0.67	0.49	<1	55	10YR-5/1
R-6	0.31	0.46	0.53	0	45	10YR-5/1

3.2.2 Hardbottom

In southeast Florida, the continental reef tract extends from southern Miami-Dade County to central Palm Beach County as three shore-parallel ridges made up of relict Holocene reefs and lithified sand ridges (Banks et al., 2007). From nearshore to offshore, the three ridges that make up the tract are known as the Inner, Middle, and Outer Reefs. There is also a Nearshore Ridge Complex inshore of the Inner Reef that terminates at Hillsboro Inlet in Broward County. The Inner Reef may continue north of Hillsboro Inlet, but is buried under the modern shoreline, the Middle Reef terminates just north of Boca Raton Inlet, and the Outer Reef continues north through central Palm Beach County (Banks et al., 2007). The nearshore hardbottom of Deerfield Beach is part of the Middle Reef and has been characterized as ridge formation (Walker, 2012). The Middle Reef is closer to shore in the Deerfield Beach area than in any other region (Walker, 2012).

The nearshore hardbottom along the Deerfield Beach shoreline is part of the Florida reef tract that extends along the southeast Florida coast. North of Hillsboro Inlet in Broward County, the inner reef nearshore ridge complex runs parallel to shoreline and is located in shallow water within 200 feet of the shoreline. Figure 1 shows the hardbottom inner edge along the City of Deerfield Beach coastline for the years 2016, 2017, 2018, and 2019. Pinnacle Ecological, Inc. conducted the surveys for years 2016 and 2017, and APTIM conducted the survey on 2018 and 2019 (APTIM, 2018; APTIM, 2019).

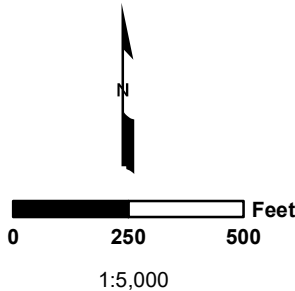


Notes:

- Coordinates are in feet based on the Florida State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD 83).
- Background imagery is from ESRI Imagery basemap, dated December 16, 2017.

Legend:

- ▲ Monument
- 2016 hardbottom edge (Pinnacle Ecological, Inc.)
- 2017 hardbottom edge (Pinnacle Ecological, Inc.)
- 2018 hardbottom edge (APTIM)
- 2019 hardbottom edge (APTIM)



TITLE: Beach Management Plan for the City of Deerfield Beach, Florida FDEP R-Monuments Location and Most Recent Hardbottom Edge Lines			
 2481 N. W. Boca Raton Boulevard Boca Raton, FL 33431 Ph. (561) 391-8102 Fax (561) 391-9116			
Date: 08/05/19	By: MS	Comm No. : 631224991	Figure No.: 1

3.3 Water Levels

Numerous water level stations are located near the study area. However, water levels were only measured for a short duration at most of these locations. For example, monthly mean water levels were measured in Hillsboro Inlet for three years between May 1970 and May 1973 (NOAA Station 8722861). The longest and most continuous water level dataset was collected by the Virginia Key Station, which is located 40 miles south of the project area in Miami-Dade County. The oldest water level dataset was collected by the Lake Worth Pier Station, which is located 20 miles north of the project area in Palm Beach County. The newest water level dataset was collected by the South Port Everglades Station, which is located 16 miles south of the project area in Broward County. All water level datasets used in this model study, inclusive of those used for both boundary conditions and calibration purposes, are listed in Table 5; descriptions of these measured datasets are provided below.

Table 5: Water Level Stations

Station Name	Station Number	Source	Location
Lake Worth Pier	8722670	NOAA	26° 36.8' N 80° 02.1' W
South Port Everglades	8722956	NOAA	26° 04.9' N 80° 07.0' W
Miami Beach	8723170	NOAA	25° 46.1' N 80° 07.9' W
Virginia Key	8723214	NOAA	25° 43.9' N 80° 09.7' W

Water level data has been collected at the Lake Worth Pier since 1970 (NOAA, 2019a). This NOAA tide gauge (Station 8722670) is located on the offshore end of the fishing pier (26° 36.8' N 80° 02.1' W), which is 20 miles north of the project area. Monthly mean and hourly water level data have been collected since April 1970, while high and low water levels have been recorded since July 1984. Six-minute data has been collected since June 2010. Tides at Lake Worth Pier are semi-diurnal with mean and great diurnal tidal ranges of 2.72 and 3.06 feet, respectively. Tidal datums for the 1983-2001 epoch were accepted September 2017 and are shown in Table 6. The highest recorded water level of +2.56 feet NAVD88 was measured during Hurricane Sandy on October 28, 2012 at 11:24 GMT, while the lowest recorded water level of -4.24 feet NAVD88 was measured on March 28, 1971 at 00:00 GMT. The highest recorded astronomical tide of +1.81 feet NAVD88 was measured on November 5, 1998 at 13:30 GMT, while the lowest recorded astronomical tide of -3.42 feet NAVD88 was measured on July 2, 2000 at 09:12 GMT.

Water level data has been collected in South Port Everglades since 2018 (NOAA, 2019b). This NOAA tide gauge (Station 8722956) is located on the southwest corner of Pier 29 (26° 04.9' N 80° 07.0' W), which is 16 miles south of the project area. Monthly mean, high and low, hourly, and six-minute water level data have been collected since February 2018. Tides in South Port Everglades are semi-diurnal with mean and great diurnal tidal ranges of 2.51 and 2.82 feet, respectively. Tidal datums for the 1983-2001 epoch were accepted May 2018 and are shown in Table 6. The highest recorded astronomical tide of +1.63 feet NAVD88 was measured on October

16, 1993 at 13:24 GMT, while the lowest recorded astronomical tide of -3.18 feet NAVD88 was measured on February 8, 1997 at 07:18 GMT.

Water level data was collected at Miami Beach between 1931 and 1981 (NOAA, 2019c). This NOAA tide gauge (Station 8723170) is located on the offshore end of the municipal pier (25° 46.1' N 80° 07.9' W), which is 38 miles south of the project area. Monthly mean water level data was collected between June 1931 and June 1981. Hourly water level data was collected between December 1975 and July 1981, while high and low water levels were recorded between February 1977 and July 1981. Tides at Miami Beach are semi-diurnal with mean and great diurnal tidal ranges of 2.46 and 2.70 feet, respectively. Tidal datums for the 1983-2001 epoch were accepted September 2003 and are shown in Table 6. The highest recorded water level of +4.84 feet NAVD88 was measured during Hurricane Betsy on September 8, 1965 at 05:12 GMT, while the lowest recorded water level of -4.16 feet NAVD88 was measured on March 24, 1936 at 14:42 GMT. The highest recorded astronomical tide of +1.53 feet NAVD88 was measured on October 16, 1993 at 13:24 GMT, while the lowest recorded astronomical tide of -3.28 feet NAVD88 was measured on February 8, 1997 at 07:18 GMT.

Water level data has been collected at Virginia Key since 1994 (NOAA, 2019d). This NOAA tide gauge (Station 8722670) is located on the offshore end of the concrete pier (25° 43.9' N 80° 09.7' W), which is 40 miles south of the project area. Monthly mean, high and low, and hourly water level data have been collected since January 1994. Six-minute data has been collected since January 1996. Tides at Virginia Key are semi-diurnal with mean and great diurnal tidal ranges of 2.03 and 2.22 feet, respectively. Tidal datums for the 1983-2001 epoch were accepted January 2018 and are shown in Table 6. The highest recorded water level of +3.79 feet NAVD88 was measured during Hurricane Irma on September 10, 2017 at 17:00 GMT, while the lowest recorded water level of -3.30 feet NAVD88 was measured on March 29, 1984 at 21:42 GMT. The highest recorded astronomical tide of +1.13 feet NAVD88 was measured on October 16, 1997 at 13:42 GMT, while the lowest recorded astronomical tide of -2.74 feet NAVD88 was measured on February 8, 1997 at 08:12 GMT.

Table 6: Tidal Datums.

Datum	Elevation (ft, NAVD88)			
	Lake Worth Pier	Port Everglades	Miami Beach	Virginia Key
Mean Higher High Water (MHHW)	+0.55	+0.53	+0.33	+0.21
Mean High Water (MHW)	+0.37	+0.38	+0.25	+0.15
Mean Tide Level (MTL)	-0.99	-0.87	-0.98	-0.87
Mean Sea Level (MSL)	-0.97	-0.85	-0.96	-0.90
Mean Low Water (MLW)	-2.35	-2.13	-2.21	-1.88
Mean Lower Low Water (MLLW)	-2.51	-2.28	-2.37	-2.01
Highest Recorded Water Level ¹	+2.56	-	+3.84	+3.79
Lowest Recorded Water Level ²	-4.24	-	-4.16	-3.30
Highest Recorded Astronomical Tide ³	+1.81	+1.63	+1.53	+1.13
Lowest Recorded Astronomical Tide ⁴	-3.42	-3.18	-3.28	-2.74

¹Highest Recorded Water Level Date and Time (GMT): Lake Worth Pier = 10/28/2012 11:24, Port Everglades = N/A, Miami Beach = 09/08/1965 05:12, Virginia Key = 09/10/2017 17:00

²Lowest Recorded Water Level Date and Time (GMT): Lake Worth Pier = 03/28/1967 00:00, Port Everglades = N/A, Miami Beach = 03/24/1936 14:42, Virginia Key = 03/29/1984 21:42

³Highest Recorded Astronomical Tide Date and Time (GMT): Lake Worth Pier = 11/05/1998 13:30, Port Everglades = 10/16/1993 13:24, Miami Beach = 10/16/1993 13:24, Virginia Key = 10/16/1997 13:42

⁴Lowest Recorded Astronomical Tide Date and Time (GMT): Lake Worth Pier = 07/02/2000 19:12, Port Everglades = 02/08/1997 07:12, Miami Beach = 02/08/1997 07:18, Virginia Key = 02/08/1997 08:12

The water level data described above includes both tidal and storm surge components. Considering storm surge increases the potential for shoreline recession, runup, and overtopping, an estimate of storm surge is essential to the development of a shoreline protection project. Storm surge is defined as the rise of the sea surface above its astronomical tide level due to storm forces. This increased elevation is attributable to a variety of factors including waves, wind shear stress, and atmospheric pressure. The elevation that the storm surge reaches is known as storm stage.

Water level datasets described above were combined to form a continuous water level dataset, where Lake Worth Pier was used as the primary source and Virginia Key was used as the secondary source. Storm surge time series were calculated from the recorded data by subtracting the predicted water level (astronomical tide level) from the verified water level (measured water level that includes tide and storm surge). The maximum calculated surge height is 3.7 feet. The largest surge events occur in September and October during hurricane season. With the exception of tropical storm events, the largest surge events under typical conditions occur in February, with the smallest surge events occurring in April. Monthly surge statistics are provided in Table 7 and are shown pictorially in Figure 2.

Table 7: Monthly Surge Statistics.

Month	Surge (ft)	
	Average	Maximum
January	0.06	1.30
February	0.07	2.29
March	0.06	1.40
April	-0.01	1.08
May	0.04	1.19
June	0.06	1.11
July	0.03	1.24
August	-0.02	1.83
September	0.07	2.41
October	0.12	3.69
November	0.05	1.78
December	-0.01	1.31
Annual	0.04	3.69

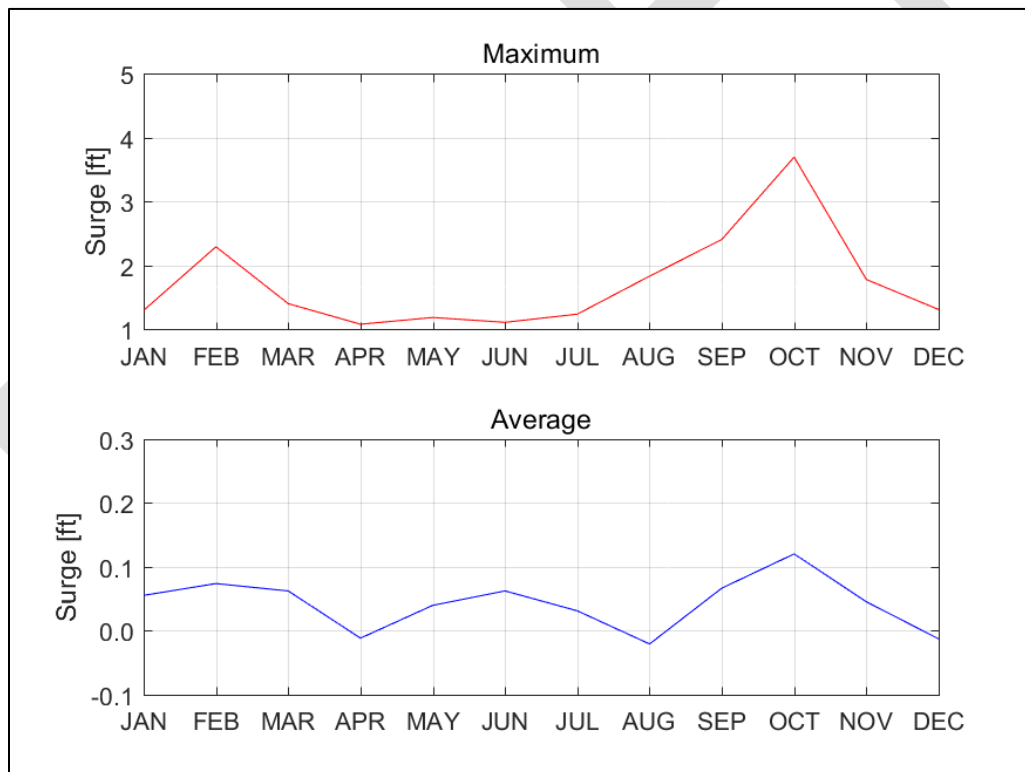


Figure 2: Monthly Surge Statistics.

3.4 Waves

Although no long-term wave data have been collected near the study area, hindcast wave datasets are available. Hindcast data, developed using wave models and meteorological data, have been generated by the USACE and NOAA. Wave Information Studies (WIS) provides a national

resource of wavefield climatologies for U.S. coastal waters between 1980 and 2014 (USACE, 2019), while NOAA provides Wavewatch III (Tolman, 1997, 1999, 2009) hindcast and nowcast data between 2005 and present (NOAA, 2019e).

USACE WIS and NOAA Wavewatch III hindcast datasets are combined to develop a wave hindcast timeseries that extends from January 1980 through March 2019. The nearest WIS Station (Station 464), which is located at 26° 18' 58.92" N, 80° 04' 22.24" W in 836 feet of water, is 10 miles offshore. This WIS dataset is used to define the hourly wavefield climatology between January 1, 1980 and December 31, 2014. Interpolated NOAA Wavewatch III hindcast data is extracted at this WIS location to define the hourly wavefield climatology between January 1, 2015 and March 31, 2019.

The average offshore wave height is 2.7 feet with a corresponding period and direction of 7.1 seconds and 73° (ENE), while the maximum offshore wave height is 30.7 feet. The largest wave heights occur between September and October during hurricane season. With the exception of tropical storm events, the average monthly wave heights are largest between November and March, with the smallest average monthly wave heights occurring between June and August. The wave direction varies from the east-northeast during winter months to the east-southeast during summer months. The largest and longest waves under normal conditions come from the northeasterly direction band. Monthly wave statistics are provided in Table 8 and are shown graphically in Figure 3 through Figure 5, while directional wave statistics are detailed in Table 9 and are shown graphically in Figure 6 and Figure 7. The average wave direction is the monthly mean wave direction while the energetic wave direction is the monthly weighted average wave direction, with direction weighted using squared wave height as it is proportional to wave energy.

Table 8: Monthly Wave Statistics.

Month	Height (ft)		Period (s)		Direction (deg)	
	Average	Maximum	Average	Maximum	Average	Energetic
January	3.4	14.1	7.5	19.5	52	42
February	3.3	10.8	7.6	17.9	58	49
March	3.3	14.7	7.6	19.6	63	55
April	2.8	11.4	7.3	19.5	71	64
May	2.4	14.0	6.8	16.7	85	71
June	1.7	8.8	6.2	15.8	104	97
July	1.5	9.3	5.8	19.1	116	112
August	1.7	13.9	6.4	17.6	102	97
September	2.3	28.9	7.8	19.9	69	59
October	3.3	30.7	7.7	19.4	52	46
November	3.7	16.0	7.5	19.2	51	46
December	3.4	13.0	7.5	19.6	54	45
Annual	2.7	30.7	7.1	19.9	73	54

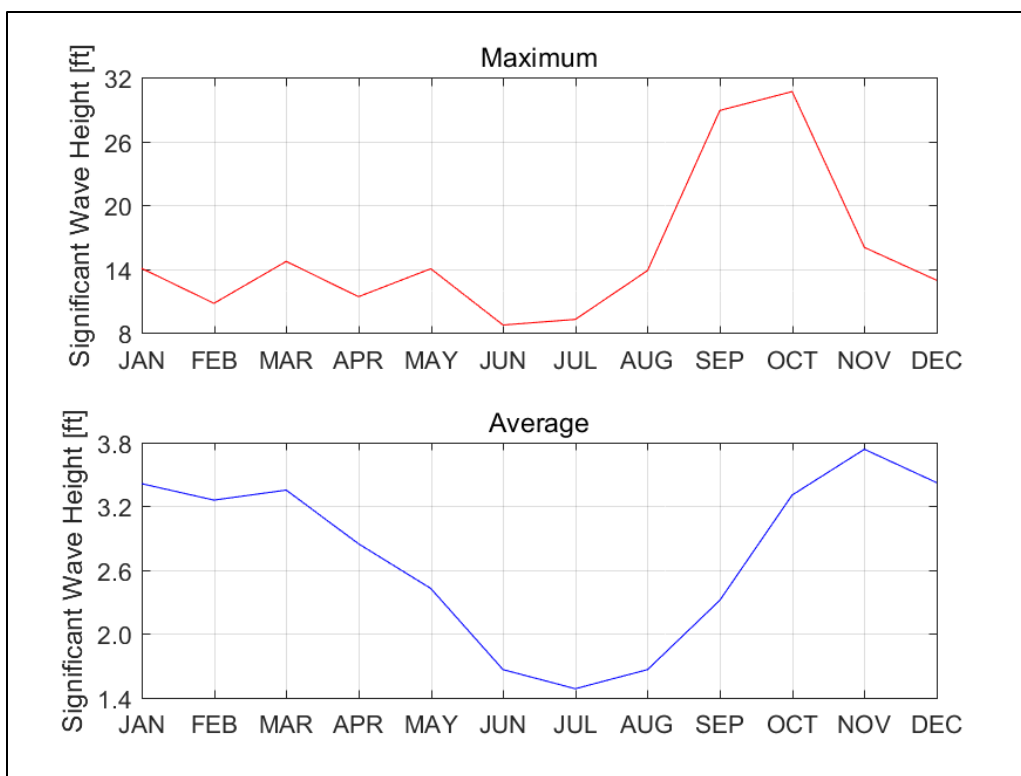


Figure 3: Monthly Wave Height Statistics.

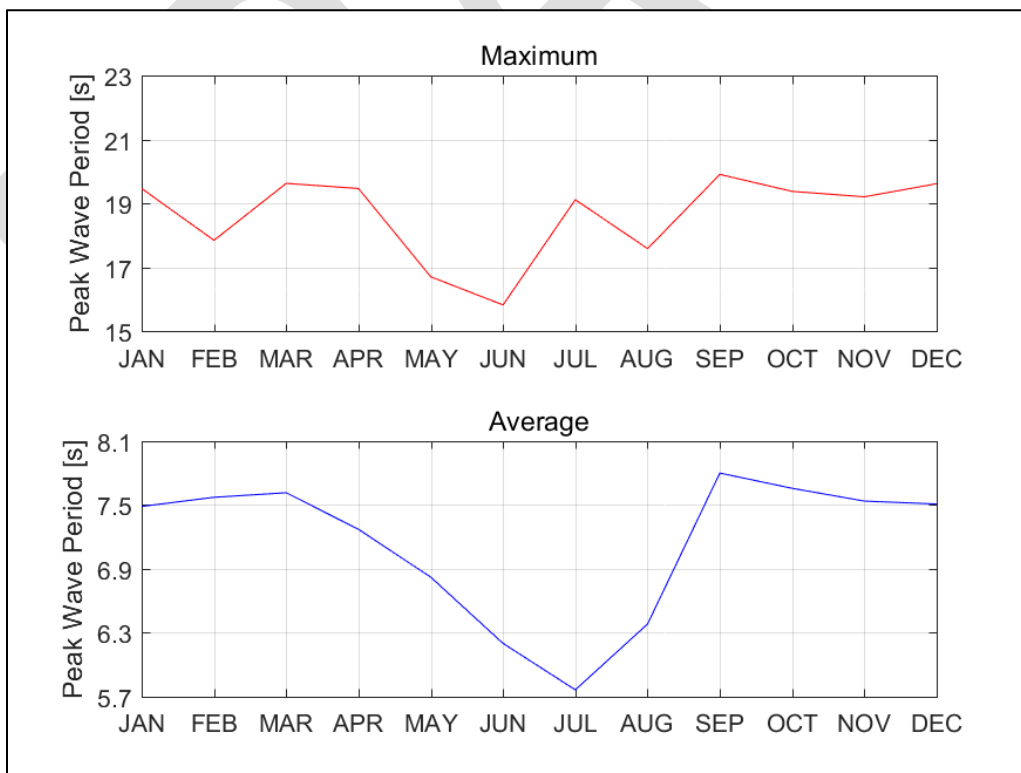


Figure 4: Monthly Wave Period Statistics.

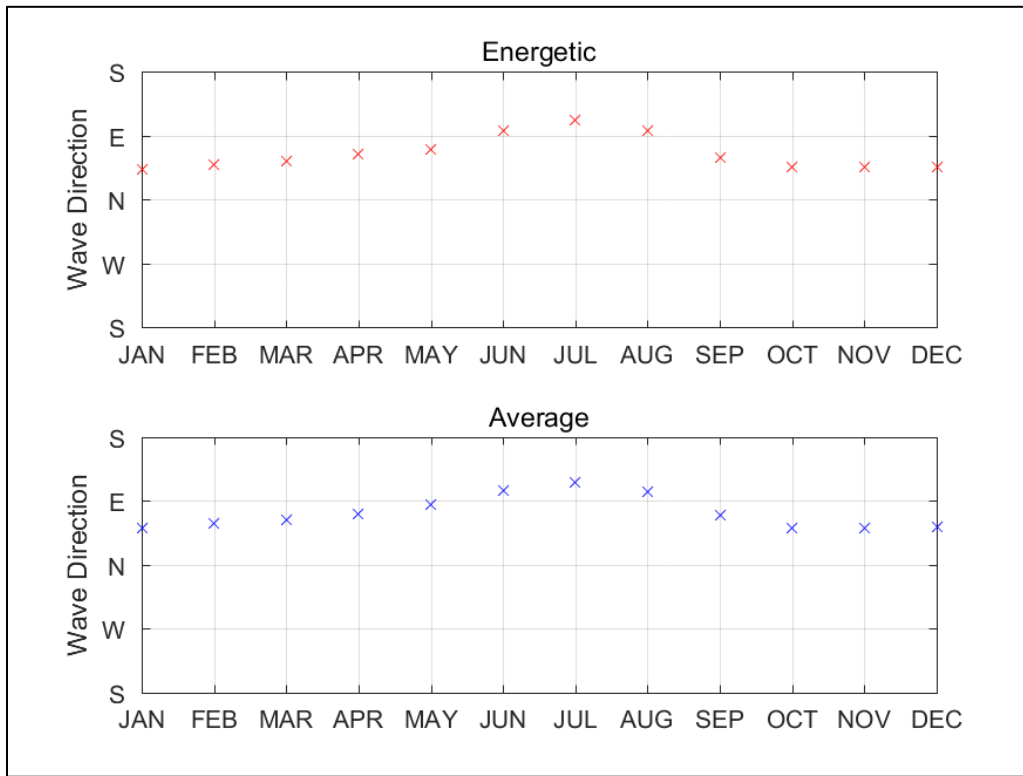


Figure 5: Monthly Wave Direction Statistics.

Table 9: Directional Wave Statistics.

Direction Bin	Percent Occurrence	Height (ft)		Period (s)	
		Average	Maximum	Average	Maximum
0.0	3.5%	3.7	19.7	7.3	19.0
22.5	19.7%	3.6	21.0	8.5	19.6
45.0	17.7%	3.0	17.6	8.5	19.6
67.5	12.6%	2.8	14.3	7.4	19.5
90.0	12.7%	2.4	13.9	6.9	19.9
112.5	13.2%	2.1	18.4	6.1	19.4
135.0	12.4%	1.9	27.8	5.5	19.6
157.5	4.6%	2.4	29.6	4.9	19.4
180.0	1.5%	2.9	30.7	5.1	15.9
202.5	0.4%	2.4	22.6	5.1	15.9
225.0	0.3%	2.2	13.5	4.5	14.8
247.5	0.2%	2.3	11.3	4.3	14.4
270.0	0.2%	2.4	9.8	4.6	19.5
292.5	0.2%	2.4	9.9	4.4	19.4
315.0	0.3%	2.5	9.7	5.0	19.3
337.5	0.6%	3.1	12.3	6.3	19.1

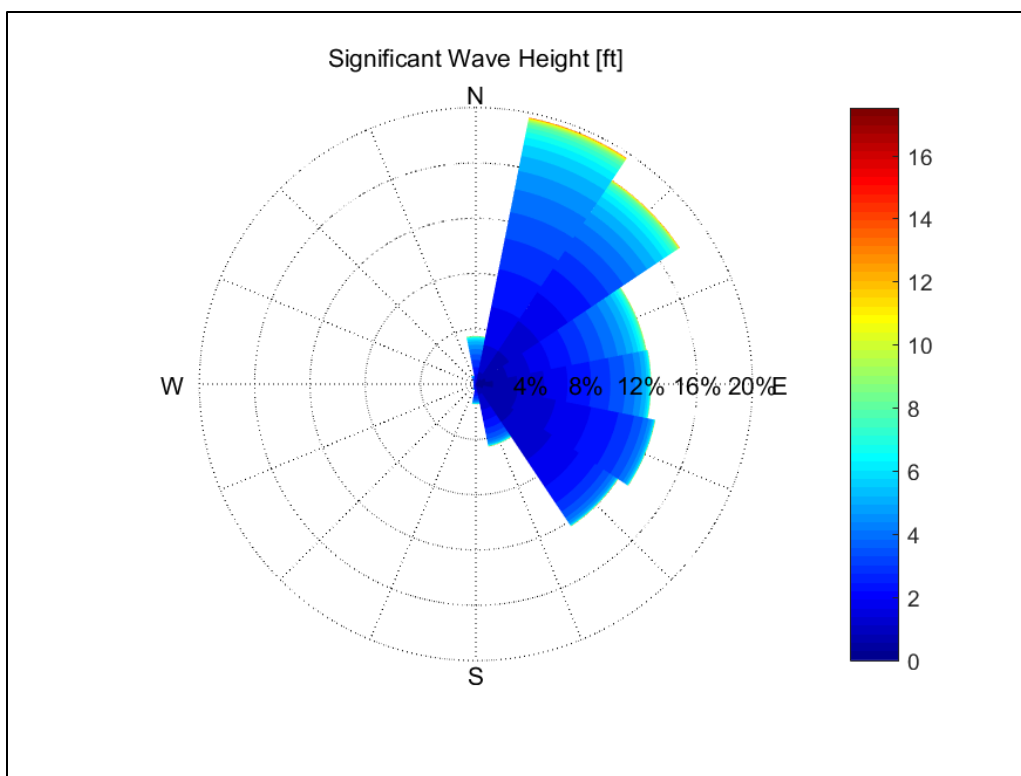


Figure 6: Directional Wave Height Statistics

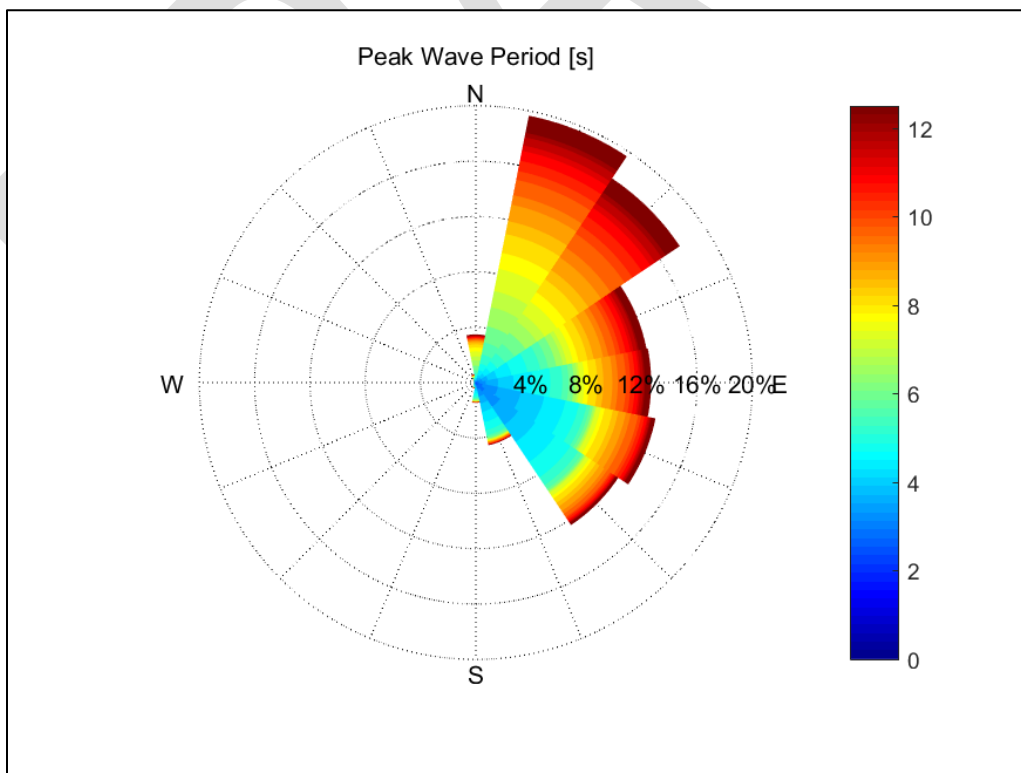


Figure 7: Directional Wave Period Statistics.

3.5 Winds

Wind velocity data (wind speed and direction) have been collected at the Lake Worth Pier, South Port Everglades, and Virginia Key Water Level Stations referenced in Section 3.3. Additional wind velocity data were also collected in at the Port Everglades Channel PVGF1 Station owned and maintained by the Integrated Coral Observing Network (ICON), which is located 16 miles south of the project area in Broward County (26° 5' 33" N, 80° 06' 32" W). Moreover, wind velocity data is also available within the USACE and NOAA wave hindcast datasets referenced in Section 3.4.

Hourly wind velocity data has been collected at the Lake Worth Pier, South Port Everglades, and Virginia Key Water Level Stations since June 2010, February 2018, and January 1994, respectively. Six-minute wind velocity data has been collected at the Port Everglades Channel ICON gauge since June 2009. Moreover, hourly wind velocity data is available within the USACE and NOAA wave hindcast datasets. Considering the spatial variability of wind velocity data, the combined wind velocity dataset generated using USACE and NOAA hindcasts is used to define model boundary conditions and generate wind statistics.

The average offshore wind speed is 13.0 miles per hour with a corresponding direction of 100° (N), while the maximum offshore wind speed is 98.9 miles per hour. The strongest winds occur between September and October during hurricane season. With the exception of tropical storm events, the strongest winds under typical conditions occur between November and March, with the weakest winds occurring between June and September. The wind direction varies from the northeast during winter months to the southeast during summer months. Although the average wind speed is higher within northeasterly direction band, stronger less frequent winds come from the southeasterly direction band. Monthly wind statistics are provided in Table 10 and are shown graphically in Figure 8 and Figure 9, while directional wind statistics are detailed in Table 11 and are shown graphically in Figure 10. The reported average wind direction is the monthly mean wind direction while the energetic wind direction is the monthly weighted average wind direction, with direction weighted using squared wind speed as it is proportional to wind energy.

Table 10: Monthly Wind Statistics

Month	Speed (mph)		Direction (deg)	
	Average	Maximum	Average	Energetic
January	14.8	41.8	56	32
February	14.2	39.8	89	61
March	14.6	42.7	98	84
April	13.4	33.1	104	95
May	12.2	31.5	112	100
June	10.5	34.0	135	128
July	10.3	29.5	135	129
August	10.4	45.0	128	122
September	11.1	61.5	102	95
October	13.9	98.9	66	59
November	15.3	41.6	59	53
December	14.7	37.8	62	49
Annual	13.0	98.9	100	81

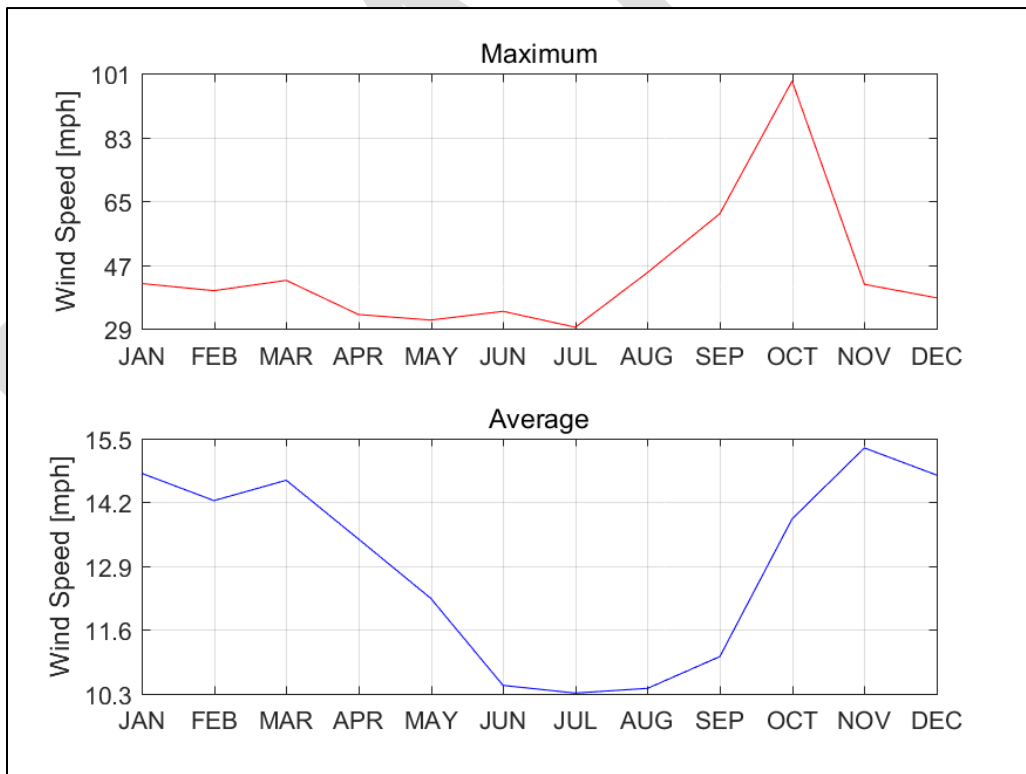


Figure 8: Monthly Wind Speed Statistics.

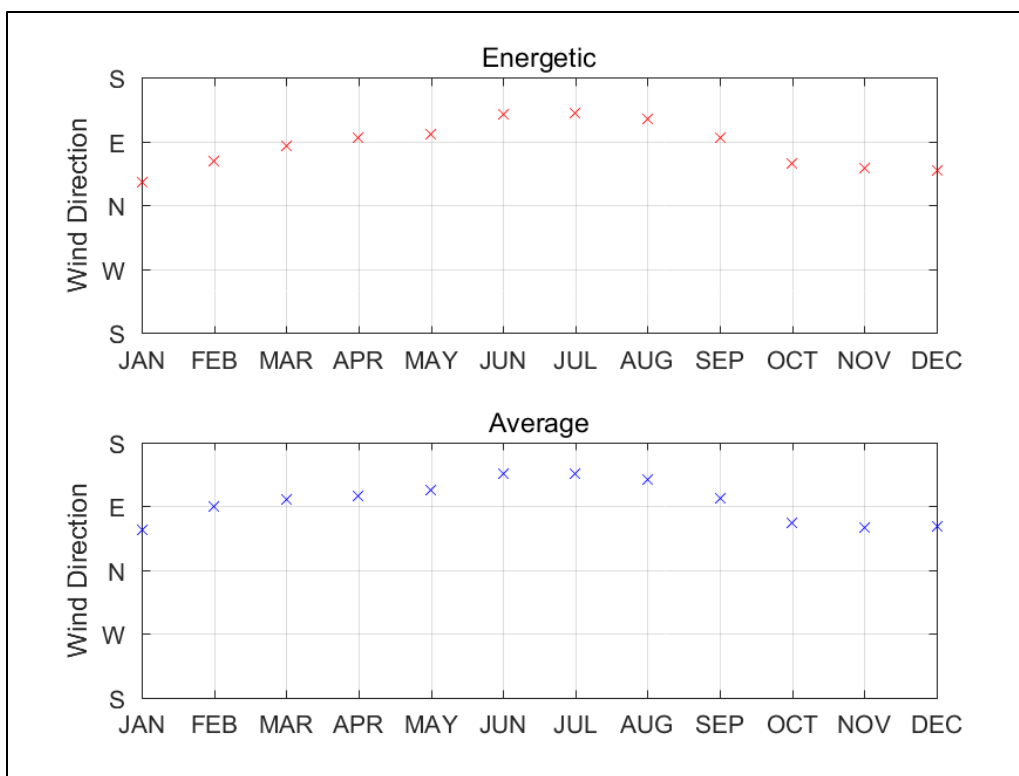


Figure 9: Monthly Wind Direction Statistics.

Table 11: Directional Wind Statistics.

Direction Bin	Percent Occurrence	Speed (mph)	
		Average	Maximum
0.0	4.1%	14.4	40.9
22.5	4.6%	14.2	43.8
45.0	7.3%	14.7	41.4
67.5	11.6%	14.6	40.9
90.0	14.6%	13.2	46.5
112.5	12.9%	12.2	61.1
135.0	10.5%	11.5	80.5
157.5	7.4%	11.3	98.9
180.0	5.8%	11.3	55.3
202.5	4.0%	11.2	51.0
225.0	3.1%	11.3	84.6
247.5	2.5%	11.7	77.4
270.0	2.3%	12.7	67.6
292.5	2.5%	14.2	57.5
315.0	3.4%	15.2	55.0
337.5	3.5%	14.7	42.5

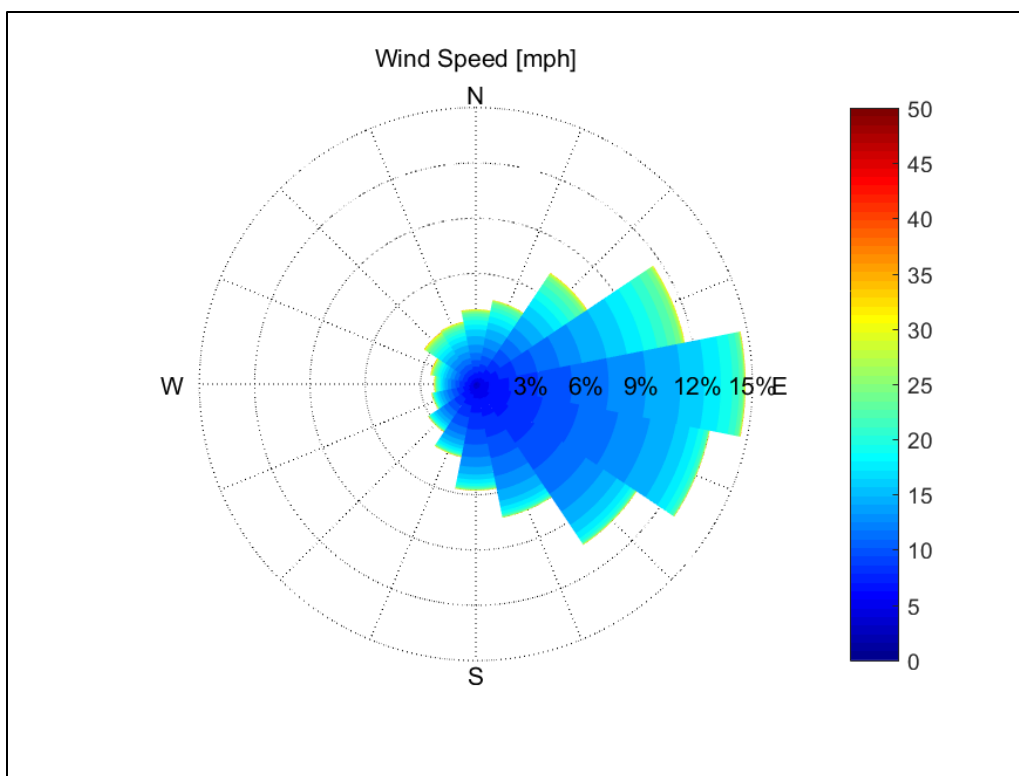


Figure 10: Directional Wind Statistics.

4. CALIBRATION

Calibration of the SBEACH model was based on measured profile changes during Hurricane Matthew (2016). Hurricane Matthew made landfall near McClellanville, South Carolina as a Category 1. On its way north, the storm paralleled the coast of the southeastern United States over the next 36 hours, passing 85 miles offshore of Deerfield Beach as a Category 4 on October 6th, 2016.

The initial conditions for the model were based on beach profiles extracted from the May 2016 LIDAR survey conducted by USACE National Coastal Mapping Program (CNMP). This data set covered the extents of Deerfield Beach from R-1 to R-6+665 and was used to represent the pre-storm conditions. The conditions used to compare model results were the differences between pre- and post-storm conditions collected by Humiston & Moore Engineering for monuments R-4 to R-6+665. The profiles collected extended offshore to the wading depth, and for this reason they were not used as initial conditions in the model.

The wave conditions and wind speed leading up to and following Hurricane Matthew are shown in Figure 11. The storm duration modeled was selected as the 6-day period between October 04 to 10, 2016. This captured the ramp-up and cool-down of the elevated sea state associated with Hurricane Matthew.

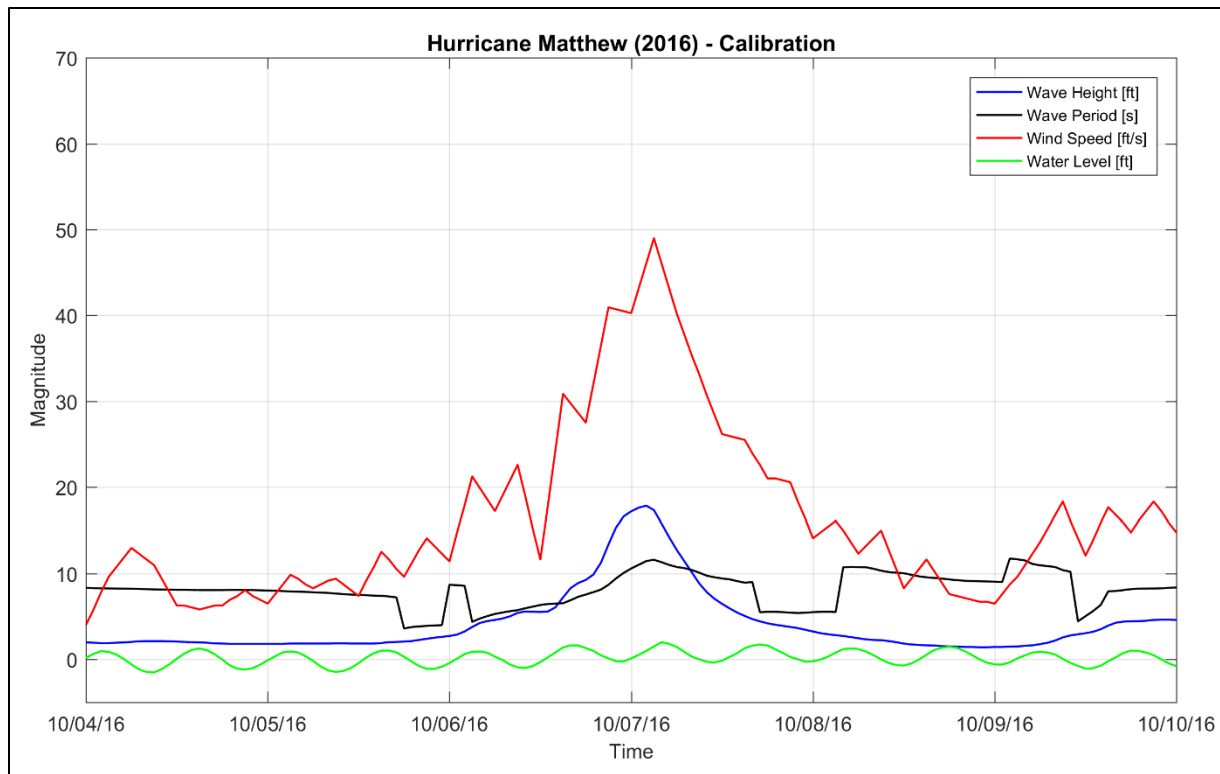


Figure 11: Wave Height, Wave Period and Wind Speed during Hurricane Matthew (2016).

Calibration of the SBEACH model was performed in terms of the most landward reduction in profile height by 1.0 foot. This landward limit or recession was defined as the cross-shore location where the post-storm profile elevation was lowered 1.0 foot as compared to the pre-storm profile.

Calibration involved adjusting model parameters to minimize the mean error to achieve agreement between the model storm responses and the observed post-storm profiles. As an example, Figure 12 illustrates a typical result of the profile recession by 1 foot at profile R-5.5. Varying calibration parameters to correct the agreement at a specific profile may have resulted in greater discrepancies at other profiles; therefore, the final calibration parameters were selected based on the agreement across the project area as a whole.

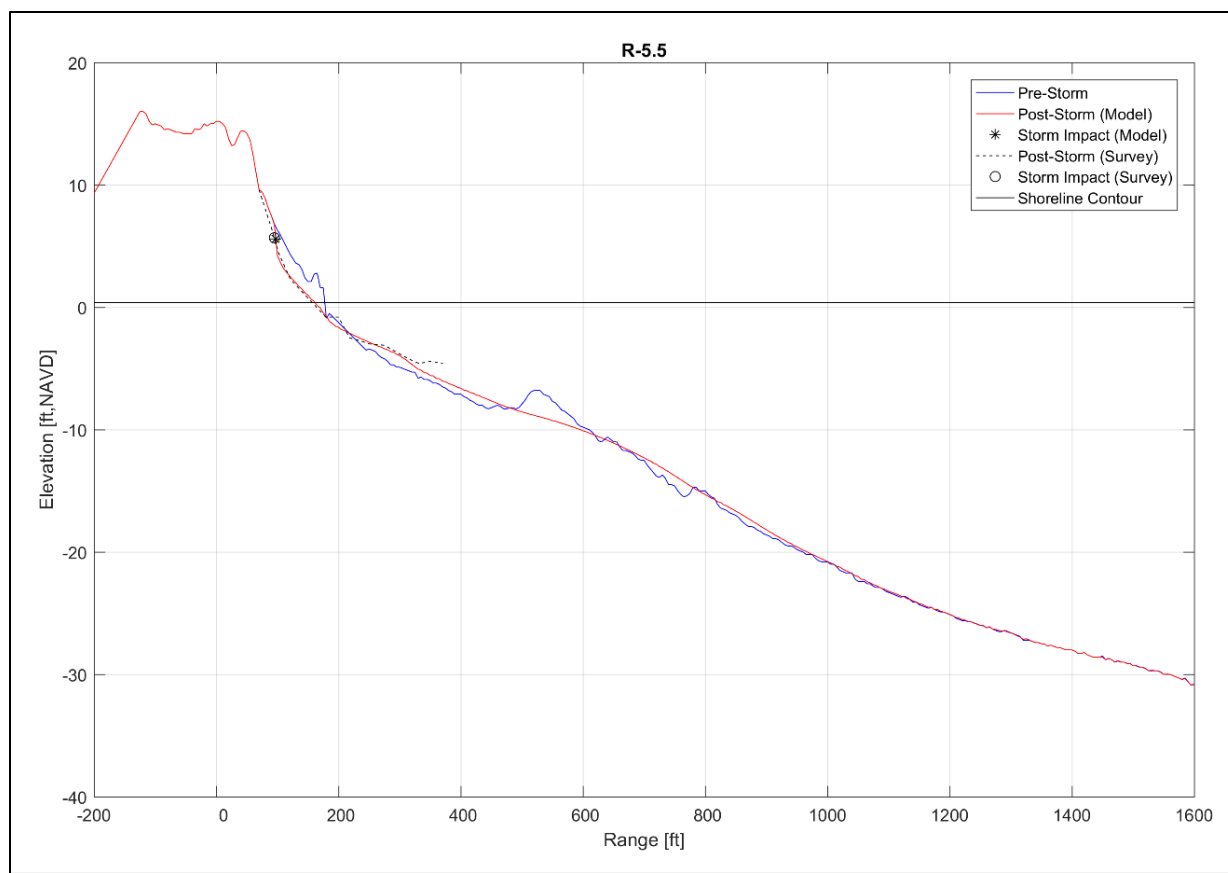


Figure 12: Typical Model Result for Station R-5.5.

To calibrate the model, the following parameters were adjusted:

- Transport Rate Coefficient (K) from 3.0×10^{-7} to $2.5 \times 10^{-6} \text{ m}^4/\text{N}$.
- Coefficient for the Slope Dependent Term (ϵ) from 0.001 to $0.005 \text{ m}^2/\text{s}$.
- Maximum slope prior to avalanching from 30° to 45° .
- Landward surf zone depth (feet) from 0.5 to 1.5.

The minimum, maximum, and average grain size measured in the profiles (see Table 4) were tested, and the average grain size of 0.38 mm was chosen to better represent the conditions of all the profiles. The water temperature was changed from 24°C (83°F) to 27.5°C (81.5°F) to better represent Florida summer sea conditions. The remaining model parameters, transport rate decay coefficient ($\lambda = 0.5$) and the overwash coefficient (0.0), were not varied during the calibration run.

The transport rate coefficient was found to have the most influence on the model results with an optimal value of $2.5 \times 10^{-6} \text{ m}^4/\text{N}$. Once it was determined, the other model parameters in Table 12 were adjusted from left to right to determine their influence on the model's results and the final setup.

To confirm that the modeled storm response was consistent with the observed post-storm conditions, the shoreline position (MHW) and the landward limit of storm impact was evaluated.

The average shoreline position difference between the observed and modeled of the different model setups tested are presented Table 12. The difference between measured and modeled landward limit of storm impacts (recession), where the profile was lowered 1.0 foot, is also presented in the table.

The model simulation that presented lower difference was #7, with average shoreline position difference between measured and modeled of 0.3 ft and the landward limit of storm impacts of 0.9 ft. Table 13 shows the recession position, absolute, and percent difference between observed and modeled for each beach profile. A positive value denotes that the modeled storm response was seaward of the observed post-storm condition, and a negative value denotes the response was landward.

Figure 13 and Figure 14 show the maps of the comparison of the observed and modeled storm responses for the calibration landward limits of storm impacts.

Table 12: SBEACH Calibration Summary, Hurricane Matthew (2016), Stations R-1 to R-6+665.

Simulation No.	Mean Grain Size (mm)	Water Temperature (°C)	Transport rate coefficient K (m ⁴ /N)	Coefficient for slope-dependent term ϵ (m ² /s)	Maximum slope prior to avalanching (deg.)	Landward surf zone depth (feet)	Shoreline Position Difference (feet)	Recession Difference (feet)
Min.	0.1	0	2.50E-07	0.000	15	0.05	-	-
Default	-	20	1.50E-06	0.002	45	1	-	-
Max.	1	40	2.50E-06	0.005	90	1.6	-	-
1	0.38	27.5	1.75E-06	0.002	45	1	7.1	3.3
2	0.38	27.5	2.50E-06	0.002	45	1	6.7	2.5
3	0.38	27.5	3.00E-07	0.002	45	1	10.1	27.1
4	0.38	27.5	2.50E-06	0.001	45	1	8.4	8.2
5	0.38	27.5	2.50E-06	0.005	45	1	2.8	-1.8
6	0.38	27.5	2.50E-06	0.005	45	0.5	3.5	-4.4
7 (selected)	0.38	27.5	2.50E-06	0.005	45	1.5	0.3	0.9
8	0.38	27.5	2.50E-06	0.005	30	0.5	3.2	-3.6

**Table 13: SBEACH Calibration Results for Simulation #7 (selected),
Hurricane Matthew (2016), Stations R-4 to R-6+665.**

Simulation No.	Recession Position Humiston & Moore Survey (distance in feet from R-mon)	Recession Position SBEACH (distance in feet from R-mon)	Shoreline Position (MHW) Difference (feet)	Recession Difference (feet)
R-4	126.2	116.6	11.6	-3.2
R-4.5	80.3	75.9	-0.9	1.7
R-5	57.0	66.6	-4.9	11.0
R-5.5	94.7	97.3	1.2	9.1
R-6	119.0	120.7	13.0	11.4
R-6+200	115.1	127.2	17.7	16.6
R-6+400	109.8	96.7	2.4	-9.0
R-6+532	110.9	71.6	-9.6	-30.9
R-6+665	100.8	101.4	-27.8	1.5
Average	101.5	97.1	0.3	0.9

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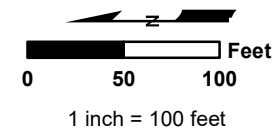
Notes:

1. Coordinates are in feet based on the Florida State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD 83).
2. 2015 background imagery provided by Broward County.

Legend:

- Post-Storm Recession (1ft.) - Humiston & Moore Surveyed
- Post-Storm Recession (1ft.) - Modeled

▲ Monument



TITLE:

**Beach Management Plan for the
City of Deerfield Beach, Florida
SBEACH Calibration -
Hurricane Matthew (2016)**



2481 N. W. Boca Raton Boulevard
Boca Raton, FL 33431
Ph. (561) 391-8102 Fax (561) 391-9116

Date: 08/05/19

By: HMV

Comm No. : 631224991

Figure No.: 13

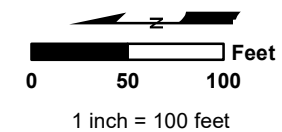


Notes:

1. Coordinates are in feet based on the Florida State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD 83).
2. 2015 background imagery provided by Broward County.

Legend:

- Post-Storm Recession (1ft.) - Humiston & Moore Surveyed
 Post-Storm Recession (1ft.) - Modeled
  Monument



TITLE:

Beach Management Plan for the City of Deerfield Beach, Florida SBEACH Calibration - Hurricane Matthew (2016)



**2481 N. W. Boca Raton Boulevard
Boca Raton, FL 33431
Ph. (561) 391-8102 Fax (561) 391-9116**

Date: 08/05/19

By: H	By: H
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✓	Comm No. : 631224991	1
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Figure No.: 14

5. VERIFICATION

Verification of the SBEACH model was based on observed profile changes during Hurricane Irma (2017). Hurricane Irma made its first landfall on the U.S. coastline on Cudjoe Key on September 10th as a Category 4 at 9 a.m. EST. The storm weakened to Category 3 status, prior to another landfall in Florida on Marco Island later that day, at 3 p.m.

The initial (pre-storm) conditions for the model were based on beach profiles extracted from the September 2017 survey conducted by FDEP. This survey covered the extents of Deerfield Beach, from R-1 to R-6+665. A post-Irma LIDAR survey was conducted within the same area by USACE between September and October 2017.

The wave conditions and wind speed leading up to and following Hurricane Irma are shown in Figure 15. The storm duration modeled was selected as the 6-day period between September 08 and 14, 2017. This captured the ramp-up and cool-down of the elevated sea state associated with Hurricane Irma.

Following the same approach as in the calibration, verification of the SBEACH the storm impact was also evaluated to confirm that the modeled storm response was consistent with the observed post-storm conditions.

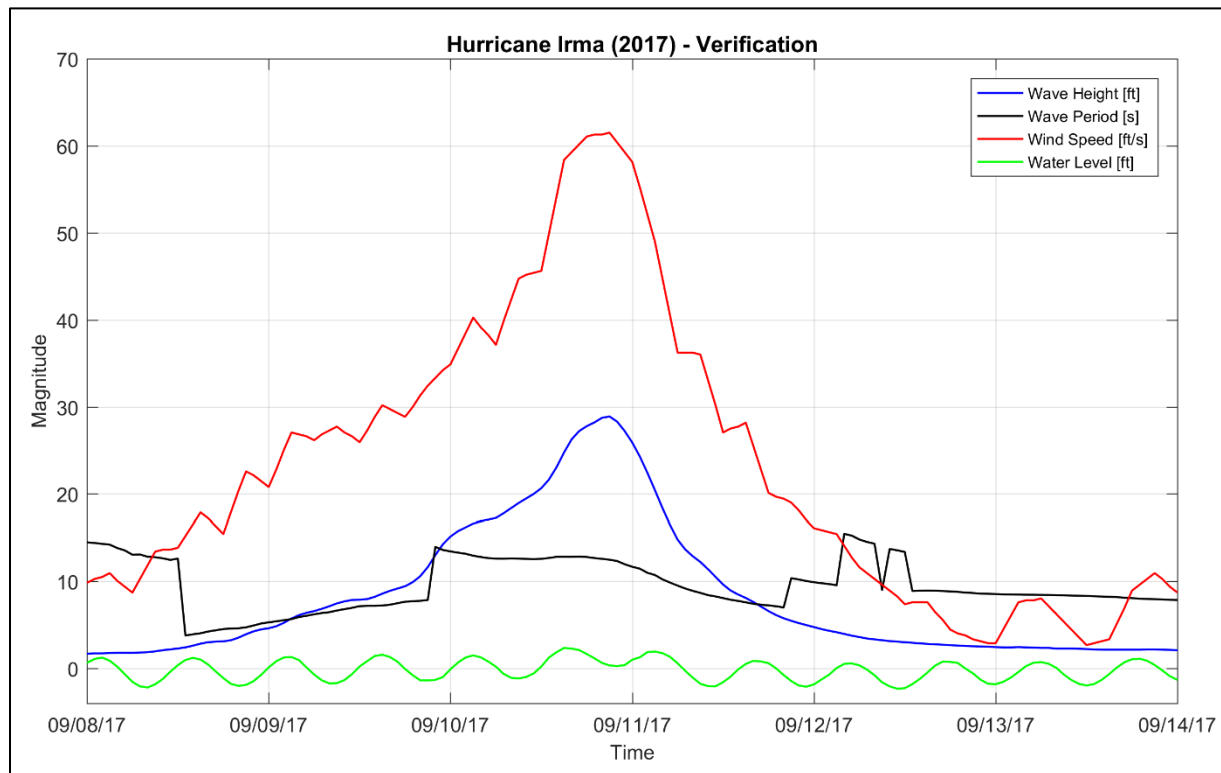


Figure 15: Wave Height, Wave Period and Wind Speed during Hurricane Irma (2017).

Using the modeling parameters of the selected simulation showed in Table 12, the storm response due to Hurricane Irma was simulated. The shoreline position (MHW) difference and the landward limit of storm impact position difference for all 12 analyzed profiles are presented on Table 14. The average shoreline position difference between measured and modeled for the verification run was 14.2 ft and the difference in landward limit of storm impacts was -22.5 ft. A positive value denotes that the modeled storm response was seaward of the observed post-storm condition.

Figure 16 and Figure 17 show the maps of the comparison of the observed and modeled storm responses for the verification landward limits of storm impacts.

The calibration results showed better agreement than the verification. However, since both tended to overestimate recession (recession more landward), it is considered the model results are conservative and deemed suitable for evaluating the performance of the beach fill above the water line during storm events.

**Table 14: SBEACH Verification Results for Simulation #7 (selected),
Hurricane Irma (2017), Stations R-4 to R-6+665, Simulation #6 parameters.**

Simulation No.	Recession Position Humiston & Moore Survey (distance in feet from R-mon)	Recession Position SBEACH (distance in feet from R-mon)	Shoreline Position (MHW) Difference (feet)	Recession Difference (feet)
R-4	85.3	52.9	22.4	33.9
R-4.5	63.5	30.0	-14.3	-36.8
R-5	45.6	45.0	9.2	-32.5
R-5.5	87.4	70.0	-3.5	2.9
R-6	130.3	90.0	8.4	0.4
R-6+200	97.6	75.0	22.3	-36.5
R-6+400	120.3	75.0	17.7	-73.9
R-6+532	102.9	60.0	24.7	-65.9
R-6+665	82.4	75.0	41.1	5.7
Average of Absolute Values	75.9	46.5	14.2	-22.5

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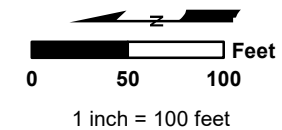
Matchline Figure 2

Notes:

1. Coordinates are in feet based on the Florida State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD 83).
2. Background imagery is from ESRI Imagery basemap, dated December 16, 2017.

Legend:

- Post-Storm Recession (1ft.) - Surveyed ▲ Monument
— Post-Storm Recession (1ft.) - Modeled



TITLE:

**Beach Management Plan for the
City of Deerfield Beach, Florida
SBEACH Verification -
Hurricane Irma (2017)**



2481 N. W. Boca Raton Boulevard
Boca Raton, FL 33431
Ph. (561) 391-8102 Fax (561) 391-9116

Date: 08/05/19 By: HMV Comm No. : 631224991 **Figure No.: 16**

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Matchline Figure 1

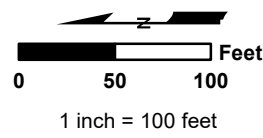


Notes:

1. Coordinates are in feet based on the Florida State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD 83).
2. Background imagery is from ESRI Imagery basemap, dated December 16, 2017.

Legend:

- Post-Storm Recession (1ft.) - Surveyed
- Post-Storm Recession (1ft.) - Modeled
- ▲ Monument



TITLE:

**Beach Management Plan for the
City of Deerfield Beach, Florida
SBEACH Verification -
Hurricane Irma (2017)**



2481 N. W. Boca Raton Boulevard
Boca Raton, FL 33431
Ph. (561) 391-8102 Fax (561) 391-9116

Date: 08/05/19	By: H MV	Comm No. : 631224991	Figure No.: 17
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6. REFERENCES

- Larson, Magnus and Kraus, Nicholas, 1989. SBEACH: Numerical Model for Simulating Storm-Induced Beach Change, Report 1, Empirical Formulation and Model Development, U.S. Army Corps of Engineers, Vicksburg, MS.
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**BEACH MANAGEMENT PLAN
DEERFIELD BEACH, FLORIDA**

**APPENDIX E-2
SBEACH SCALED STORM EVENTS**

Prepared for:

**City of Deerfield Beach
Broward County, Florida**

Prepared by:

Aptim Environmental & Infrastructure, LLC

**BEACH MANAGEMENT PLAN
DEERFIELD BEACH, FLORIDA**

**APPENDIX E-2
SBEACH SCALED STORM EVENTS**

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BEACH MANAGEMENT PLAN DEERFIELD BEACH, FLORIDA

APPENDIX E-2 SBEACH SCALED STORM EVENTS

1. GENERAL

Storm erosion modeling for the City of Deerfield Beach (City) was conducted using the SBEACH model. The primary objective of this storm induced beach change model study is to determine the level of storm protection provided by the existing conditions, verify the need for a project along the City's coastline, and evaluate the storm protection benefits afforded by beach fill alternatives. The methodology and results of this model study are detailed in the Modeling Appendix E and the detailed information are provided in the following appendices listed below:

- Appendix E-1 – SBEACH Data, Setup, Calibration & Verification
- Appendix E-2 – SBEACH Scaled Storm Events
- Appendix E-3 – SBEACH Existing Conditions Impact Lines
- Appendix E-4 – SBEACH Beach Fill Alternative Profiles
- Appendix E-5 – SBEACH Beach Fill Alternative Impact Lines

Appendix E-2 – SBEACH Scaled Storm Events, presented herein, describes the extremal statistics analysis performed and the storm scaling for four (4) different return intervals (5-year, 10-year, 25-year, and 50-year).

2. EXTREMAL ANALYSIS

2.1 Water Levels

For the water level extreme analysis, Lake Worth Pier Station from NOAA was used as the primary source and Virginia Key Station from NOAA was used as the secondary source (see Appendix E-1 for more details). Extreme surge events were extracted from the complete record to facilitate the projection of design storm conditions. Individual events were identified by noting the maximum surge height measured during any five day period. After identifying individual events, extreme events used in the statistical analysis included one event for each year of available data; therefore, the top 38 events were used in the statistical analysis. A summary of the top twenty surge events is provided in Table 1.

Table 1: Extreme Surge Events

Event	Date	Surge (ft)
1	October 24, 2005	3.69
2	October 15, 1999	2.71
3	September 11, 2017	2.41
4	February 3, 1998	2.29
5	September 9, 1974	2.18
6	October 28, 2012	1.98
7	August 26, 2005	1.83
8	November 15, 1994	1.78
9	October 7, 2016	1.74
10	October 7, 2015	1.43
11	October 5, 2017	1.42
12	March 19, 2019	1.40
13	October 5, 2015	1.39
14	September 26, 2008	1.35
15	September 20, 2005	1.35
16	March 29, 2019	1.34
17	November 21, 2012	1.32
18	December 21, 1994	1.31
19	August 26, 2011	1.30
20	December 10, 2014	1.30

A surge height extreme analysis, using extreme surge events identified above, was completed using Log-Linear, Fisher-Tippet Type 1, and Weibull ($k = 0.75, 1.00, 1.40$, and 2.00) distributions to identify design storm conditions. The Weibull ($k = 1.00$) distribution was found to provide the best fit for surge height and this distribution was used to estimate surge heights for selected extreme events, where the extreme events are defined in terms of return periods. The surge conditions for the selected extreme surge events, calculated using the selected model, are detailed in Table 2 and are shown graphically in Figure 1.

Table 2: Extreme Surge Statistics

Return Period (yr)	Surge (ft)
1	1.0
2	1.4
5	1.8
10	2.2
20	2.6
25	2.7
50	3.0

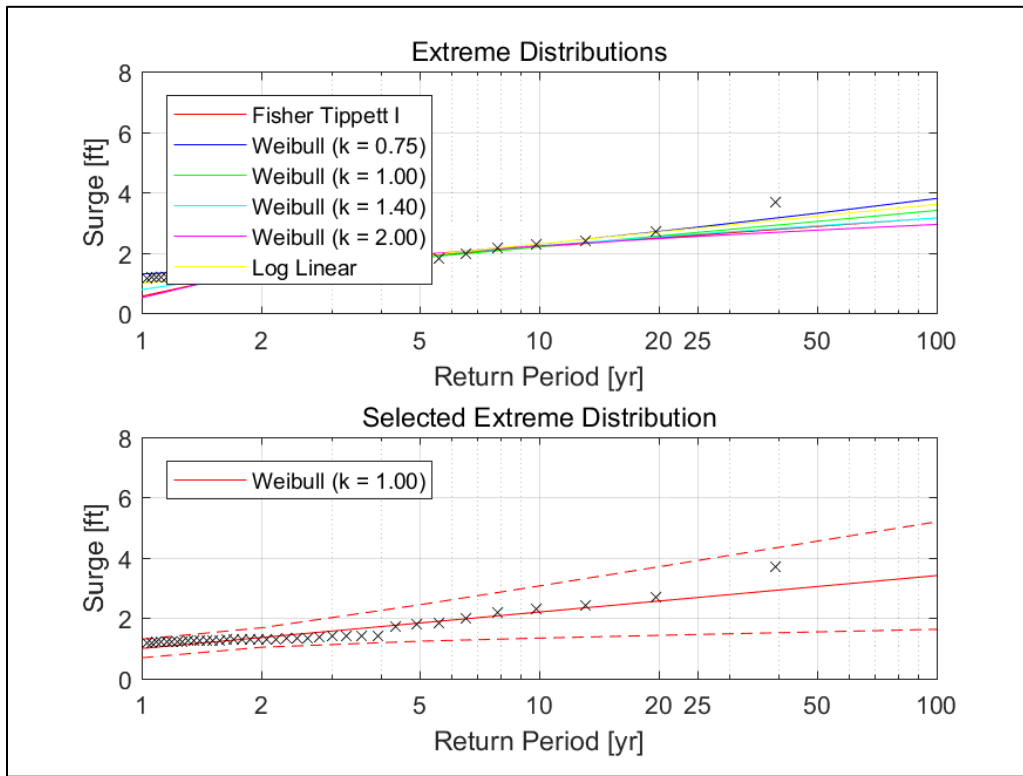


Figure 1: Extreme Surge Statistics

The Federal Emergency Management Agency (FEMA) completed a Flood Insurance Study (FIS) for Broward County as part of the Florida Floodplain Mapping Program (FEMA, 2014). According to this report, the dominant source of flooding in Broward County is storm surge generated in the Atlantic Ocean by tropical storms and hurricanes. Storm stage elevations identified in the study for the City of Deerfield Beach are shown in Table 3. These storm stage elevations reflect the stillwater elevations resulting from tide and wind setup but do not include contributions from wave action effects. The 100-year (i.e. Base Flood Elevation) wave setup and runup elevations referenced in this report for Deerfield Beach are 9 and 12 feet NAVD88.

Table 3: FEMA Storm Stage Elevations

Return Period (yr)	Stage (ft, NAVD88)
10	-
50	-
100	4.6
500	5.6

2.2 Waves

For the wave extreme analysis, USACE WIS and NOAA Wavewatch III hindcast datasets were

combined, and are described with more detail on Appendix E-1. Wave height and period extreme analyses, using extreme wave event data identified above, were completed using Log-Linear, Fisher-Tippet Type 1, and Weibull ($k = 0.75, 1.00, 1.40$, and 2.00) distributions to identify design storm conditions. The Weibull ($k = 1.00$) distribution was found to provide the best fit for wave height, while the Weibull ($k = 2.00$) distribution was found to provide the best fit for wave period; these distributions were used to estimate wave heights and wave periods for selected extreme events, where the extreme events are defined in terms of return periods. The wave conditions for the selected extreme wave events, calculated using the selected models, are detailed in Table 4 and are shown graphically in Figure 2.

Table 4: Extreme Wave Statistics

Return Period (yr)	Height (ft)	Period (s)
1	9.9	7.1
2	13.0	10.5
5	17.1	12.3
10	20.2	13.4
20	23.3	14.3
25	24.3	14.5
50	27.4	15.3

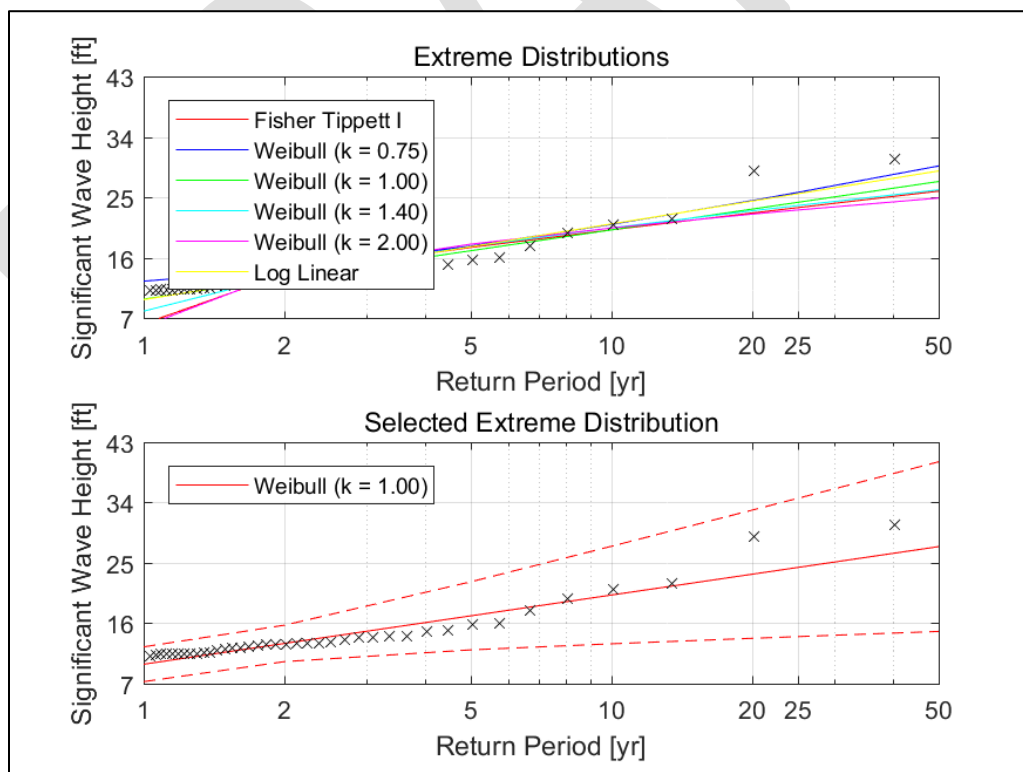


Figure 2: Extreme Wave Height Statistics

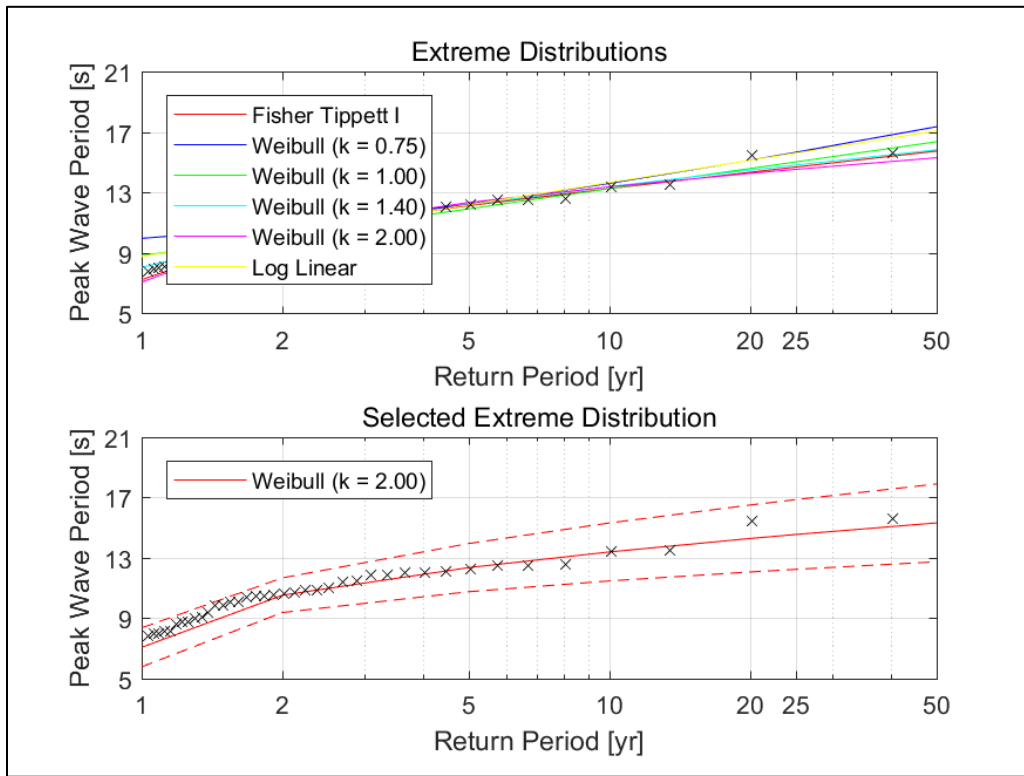


Figure 3: Extreme Wave Period Statistics

2.3 Winds

Combined wind velocity dataset generated using USACE and NOAA hindcasts were used for the extreme analysis (see Appendix E-1). Extreme wind events were extracted from the complete record to facilitate the projection of design storm conditions. Individual events were identified by noting the maximum wind speed measured during any five day period. After identifying individual events, extreme events used in the statistical analysis included one event for each year of available data; therefore, the top 39 events were used in the statistical analysis. A summary of the top twenty wind events is provided in Table 5.

Table 5: Extreme Wind Events.

Event	Date	Speed (mph)	Direction (deg)
1	October 24, 2005	98.9	163
2	September 10, 2017	61.5	147
3	October 16, 1999	57.9	133
4	September 4, 2004	57.5	296
5	September 26, 2004	53.9	286
6	October 7, 2016	49.0	283
7	August 25, 2005	45.0	122
8	September 27, 1984	43.8	17
9	March 13, 1993	42.7	233
10	September 15, 1999	42.3	318
11	January 3, 2012	41.8	328
12	November 5, 1998	41.6	182
13	November 14, 1994	41.4	46
14	February 13, 2010	39.8	211
15	October 26, 2012	39.6	334
16	August 24, 1992	39.4	49
17	January 15, 2006	39.1	318
18	November 6, 2001	38.7	1
19	December 22, 1994	37.8	15
20	August 27, 2012	37.8	127

A wind speed extreme analysis, using extreme wind events identified above, was completed using Log-Linear, Fisher-Tippet Type 1, and Weibull ($k = 0.75, 1.00, 1.40$, and 2.00) distributions to identify design storm conditions. The Weibull ($k = 1.00$) distribution was found to provide the best fit for wind speed and this distribution was used to estimate wind speeds for selected extreme events, where the extreme events are defined in terms of return periods. The wind speeds for the selected extreme wind events, calculated using the selected model, are detailed in Table 6 and are shown graphically in Figure 4.

Table 6: Extreme Wind Statistics.

Return Period (yr)	Speed (mph)
1	30
2	38
5	49
10	57
20	65
25	68
50	76

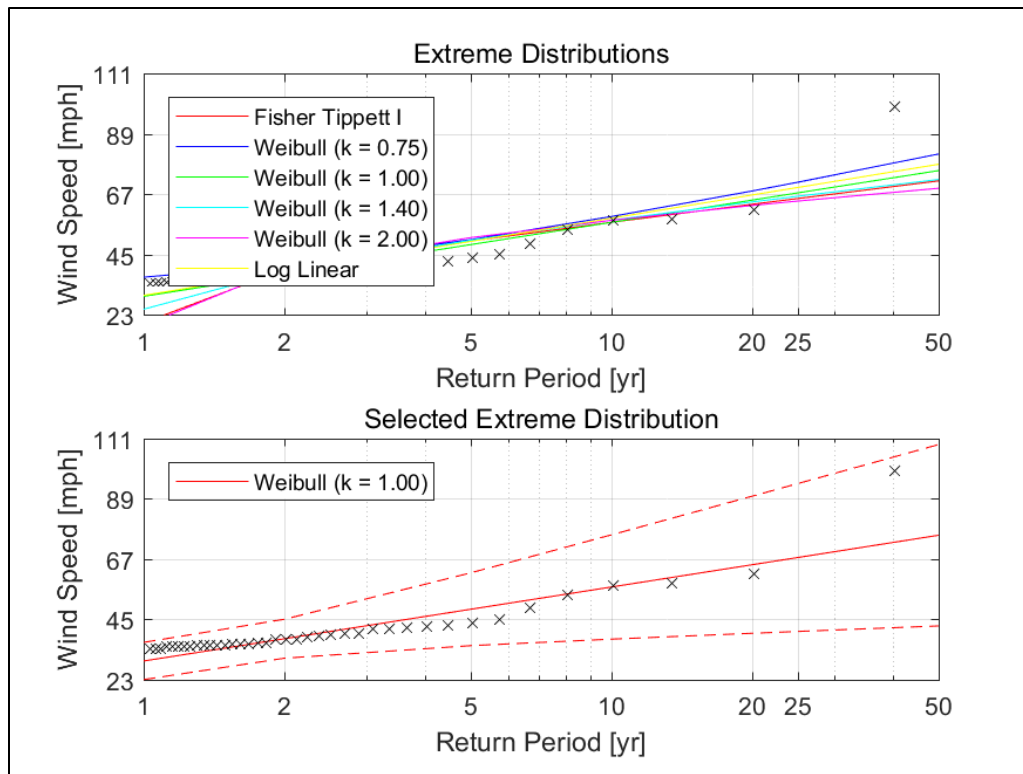


Figure 4: Extreme Wind Statistics.

The extent of maximum hurricane wind speed is spatially limited along the storm track, which restricts the ability to measure maximum hurricane wind speed at any stationary location. However, hurricane winds can be estimated indirectly from sources such as ship's logs and reports using the Beaufort wind scale (Jarvinen et al, 1988) and from statistical distributions of hurricane climatological characteristics using physical models of the hurricane wind speed field (USACE, 1985). Jagger and Elsner (2006) estimated extreme hurricane winds for the Southeast Coast of the United States using data from the best-track hurricane database (HURDAT) record. Hurricane wind speed statistics (USACE, 1985) are detailed in Table 7.

Table 7: Hurricane Wind Statistics.

Return Period (yr)	Speed (mph)
10	79
25	93
50	103
100	111
2000	139

3. EXTREMAL ANALYSIS

Hurricane Matthew (2016) was scaled to four return period intervals (5, 10, 25, and 50-year), which were simulated in SBEACH model. The storm events were scaled in terms of wave height, wave period, wind speed and water level to match extremal statistics present above. The duration of each of the storms was held constant at 144 hours (6 days) in order to allow for the storm conditions to ramp-up prior to and cool-down after landfall. The histograms of the scaled storm events are shown in Figure 5 to Figure 8. These storms were used to assess the expected impacts based on the existing condition (February 2019) of the City's coastline as compared to having beach fill alternatives in-place.

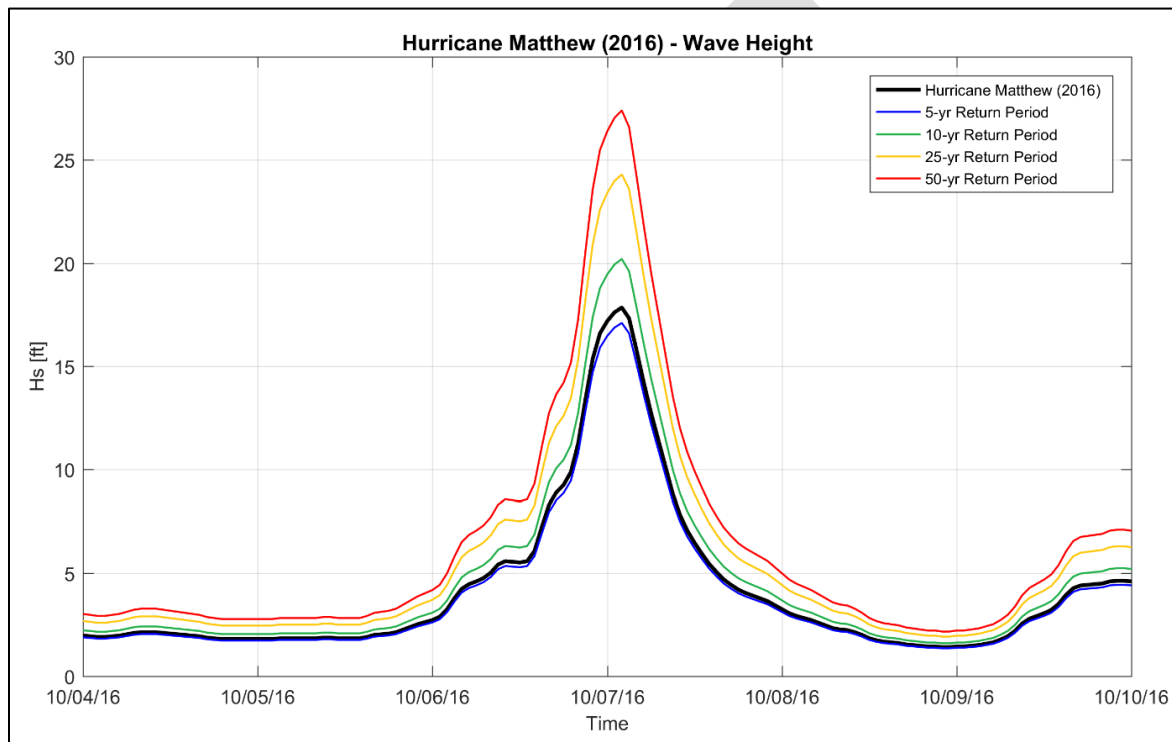


Figure 5: Production runs measured and scaled wave heights for Hurricane Matthew (2016).

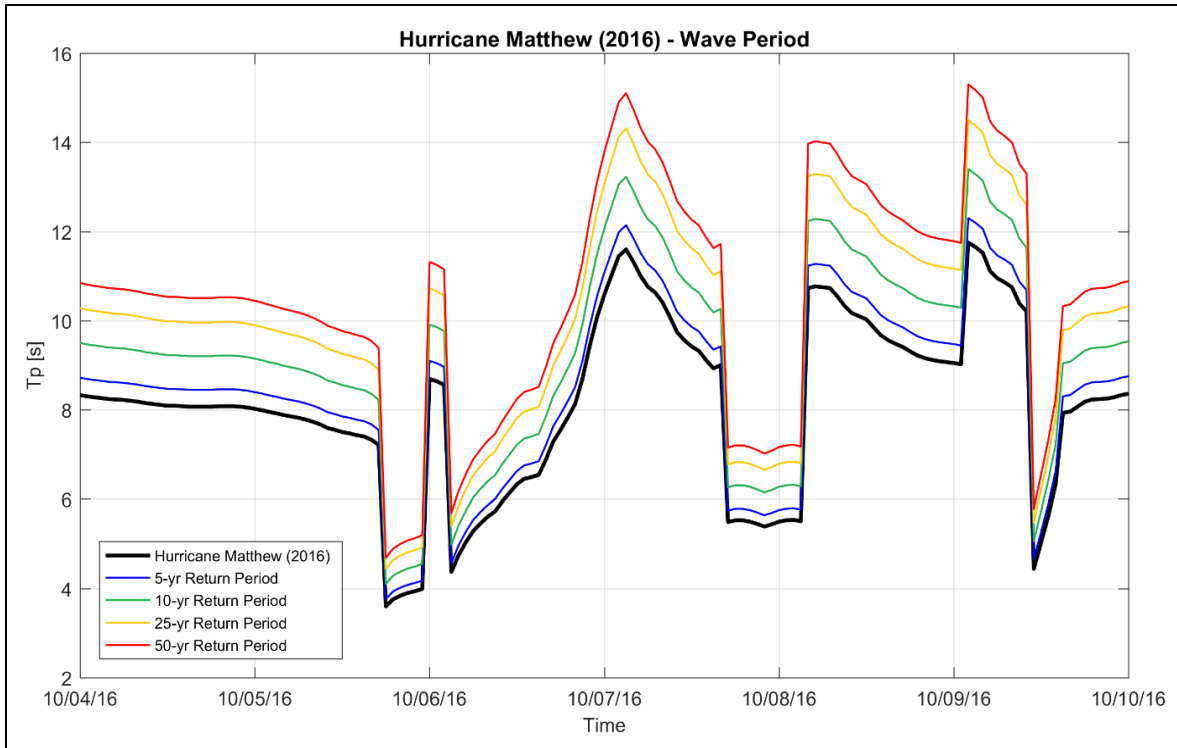


Figure 6: Production runs measured and scaled wave periods for Hurricane Matthew (2016).

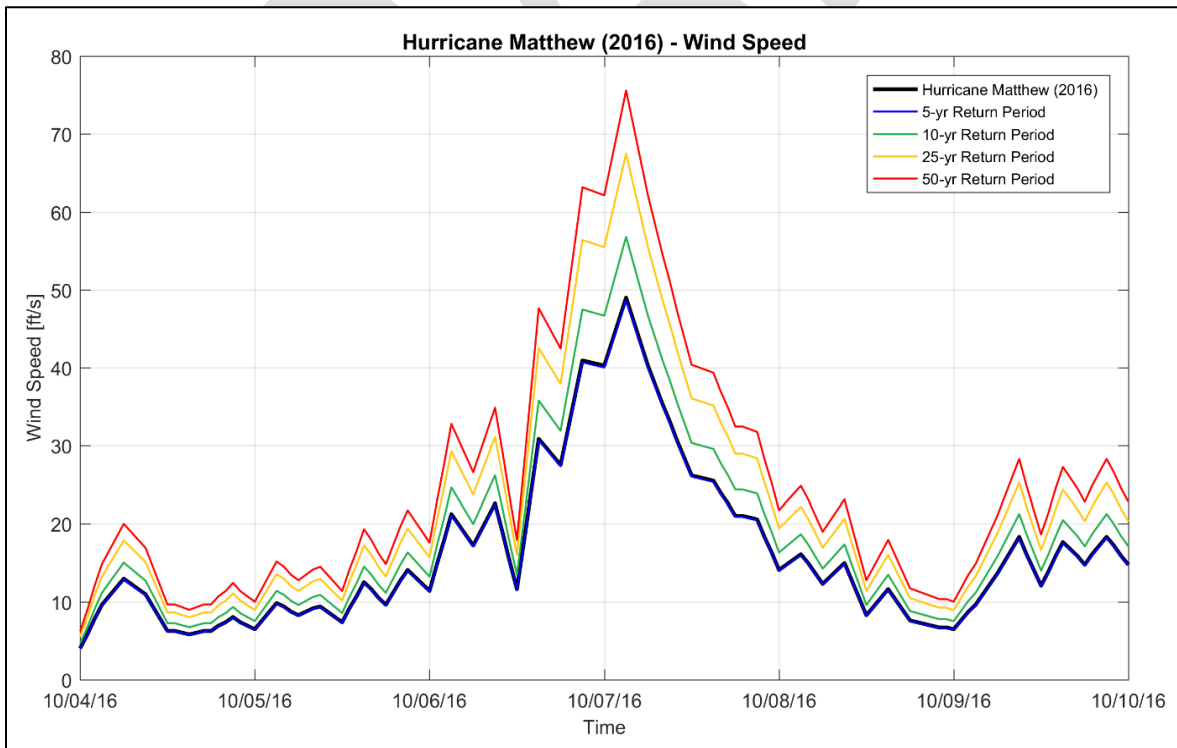


Figure 7: Production runs measured and scaled wind speeds for Hurricane Matthew (2016).

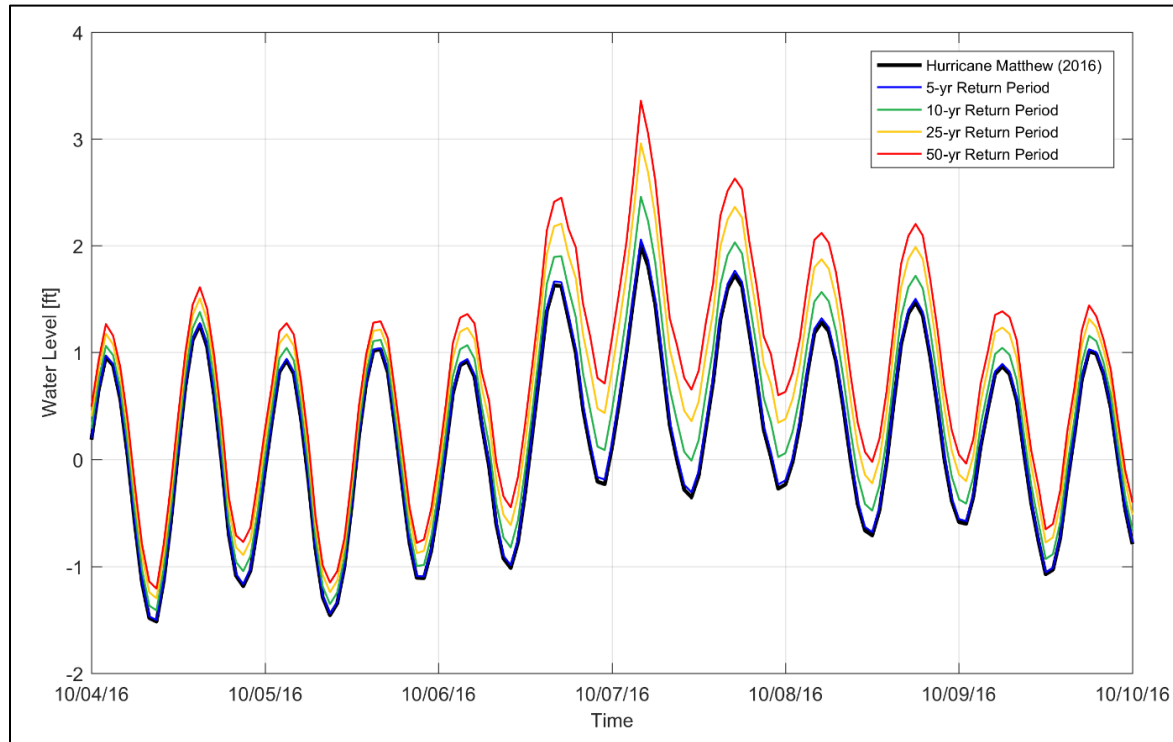


Figure 8: Production runs measured and scaled water levels for Hurricane Matthew (2016).

4. REFERENCES

- Jagger, T. and J. Elsner, 2006. Climatology models for extreme hurricane winds near the United States. *Journal of Climate*, Vol. 19, pp. 3220-3236.
- Jarvinen, B., C. Neumann and M. Davis, 1988. A tropical cyclone data tape for the North Atlantic Basin, 1886-1983: Contents, Limitations, and Uses. NOAA Technical Memorandum NWS NHC 22.
- United States Army Corps of Engineers, 1985. Estimates of hurricane winds for the east and gulf coasts of the United States. Technical Note CETN-1-36, pp. 1-7.

**BEACH MANAGEMENT PLAN
DEERFIELD BEACH, FLORIDA**

**APPENDIX E-3
EXISTING CONDITIONS IMPACT LINES**

Prepared for:

**City of Deerfield Beach
Broward County, Florida**

Prepared by:

Aptim Environmental & Infrastructure, LLC



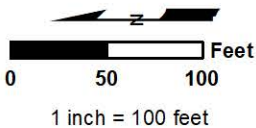
Matchline Figure 2

Notes:

1. Coordinates are in feet based on the Florida State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD 83).
2. 2019 background imagery provided by BCPA. The data collection occurred during 2018.

Legend:

- 5 Year Return Period
 - 10 Year Return Period
 - 25 Year Return Period
 - 50 Year Return Period
- ▲ Monument



TITLE:
**Beach Management Plan for the
City of Deerfield Beach, Florida
Existing Condition (Feb, 2019)
Post-Storm Recession (1ft.)**



2481 N. W. Boca Raton Boulevard
Boca Raton, FL 33431
Ph. (561) 391-8102 Fax (561) 391-9116

Date: 01/07/20 By: MS Comm No. : 631224991 **Figure No.: 1**

G:\Enterprise\Broward\631224991\Wxd\Single Page\SB_EACH_Production_Runs\1ft Recession Map 2_11.mxd

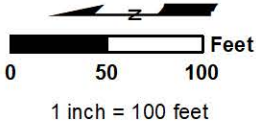


Notes:

1. Coordinates are in feet based on the Florida State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD 83).
2. 2019 background imagery provided by BCPA. The data collection occurred during 2018.

Legend:

- 5 Year Return Period
 - 10 Year Return Period
 - 25 Year Return Period
 - 50 Year Return Period
- ▲ Monument



TITLE: Beach Management Plan for the City of Deerfield Beach, Florida Existing Condition (Feb, 2019) Post-Storm Recession (1ft.)			
 2481 N. W. Boca Raton Boulevard Boca Raton, FL 33431 Ph. (561) 391-8102 Fax (561) 391-9116			
Date: 01/07/20	By: MS	Comm No. : 631224991	Figure No.: 2

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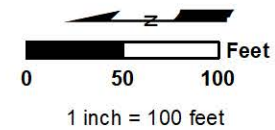


Notes:

1. Coordinates are in feet based on the Florida State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD 83).
2. 2019 background imagery provided by BCPA. The data collection occurred during 2018.

Legend:

- 5 Year Return Period
- 10 Year Return Period
- 25 Year Return Period
- 50 Year Return Period
- Monument



TITLE:

**Beach Management Plan for the
City of Deerfield Beach, Florida
Existing Condition (Feb, 2019)
Post-Storm Recession (1ft.)**

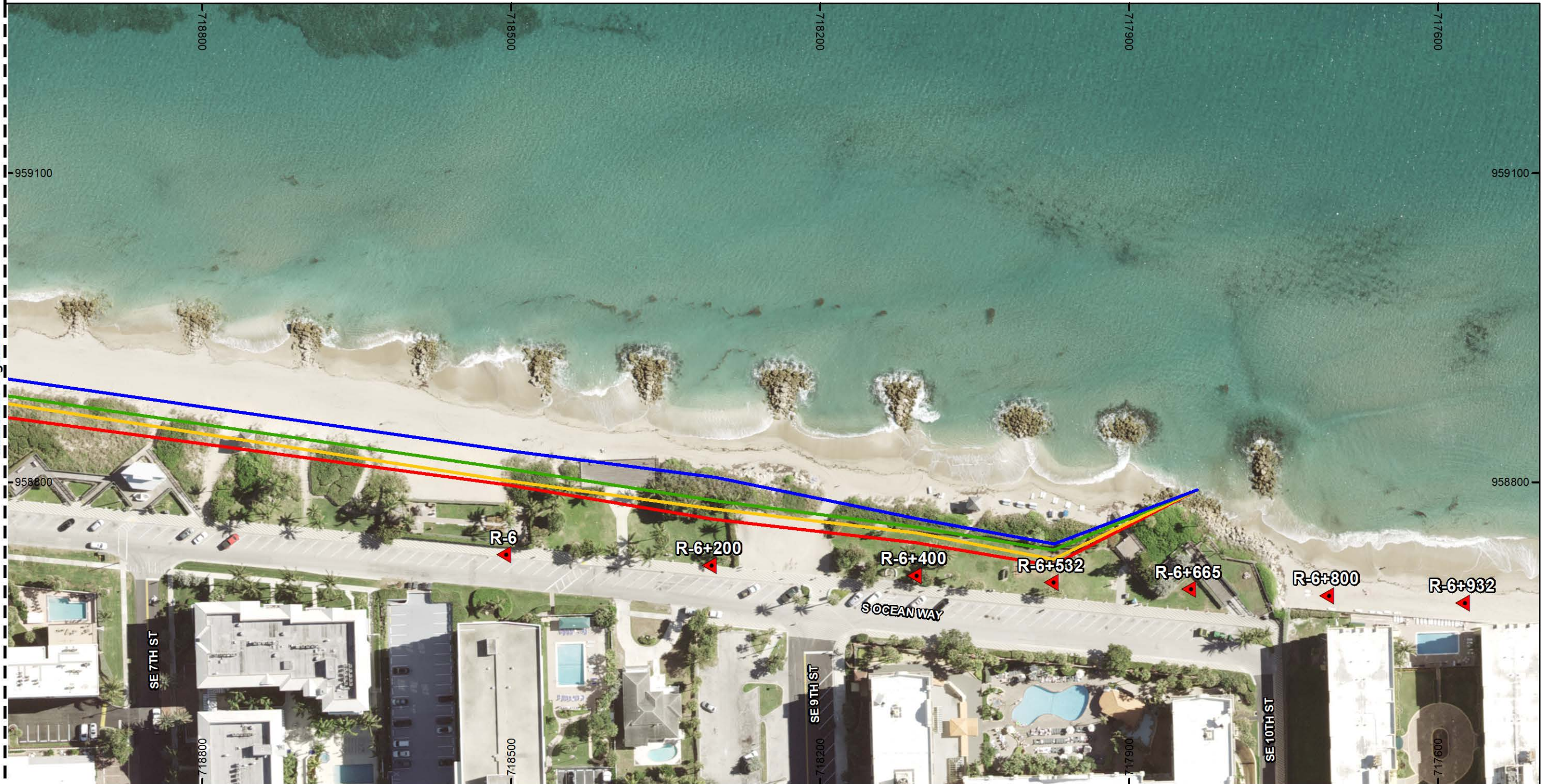


2481 N. W. Boca Raton Boulevard
Boca Raton, FL 33431
Ph. (561) 391-8102 Fax (561) 391-9116

Date: 01/07/20 By: MS Comm No. : 631224991 **Figure No.: 3**

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Matchline Figure 3

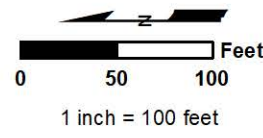


Notes:

1. Coordinates are in feet based on the Florida State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD 83).
2. 2019 background imagery provided by BCPA. The data collection occurred during 2018.

Legend:

- 5 Year Return Period
- 10 Year Return Period
- 25 Year Return Period
- 50 Year Return Period
- ▲ Monument



TITLE: Beach Management Plan for the City of Deerfield Beach, Florida Existing Condition (Feb, 2019) Post-Storm Recession (1ft.)			
 2481 N. W. Boca Raton Boulevard Boca Raton, FL 33431 Ph. (561) 391-8102 Fax (561) 391-9116			
Date: 01/07/20	By: MS	Comm No. : 631224991	Figure No.: 4

**BEACH MANAGEMENT PLAN
DEERFIELD BEACH, FLORIDA**

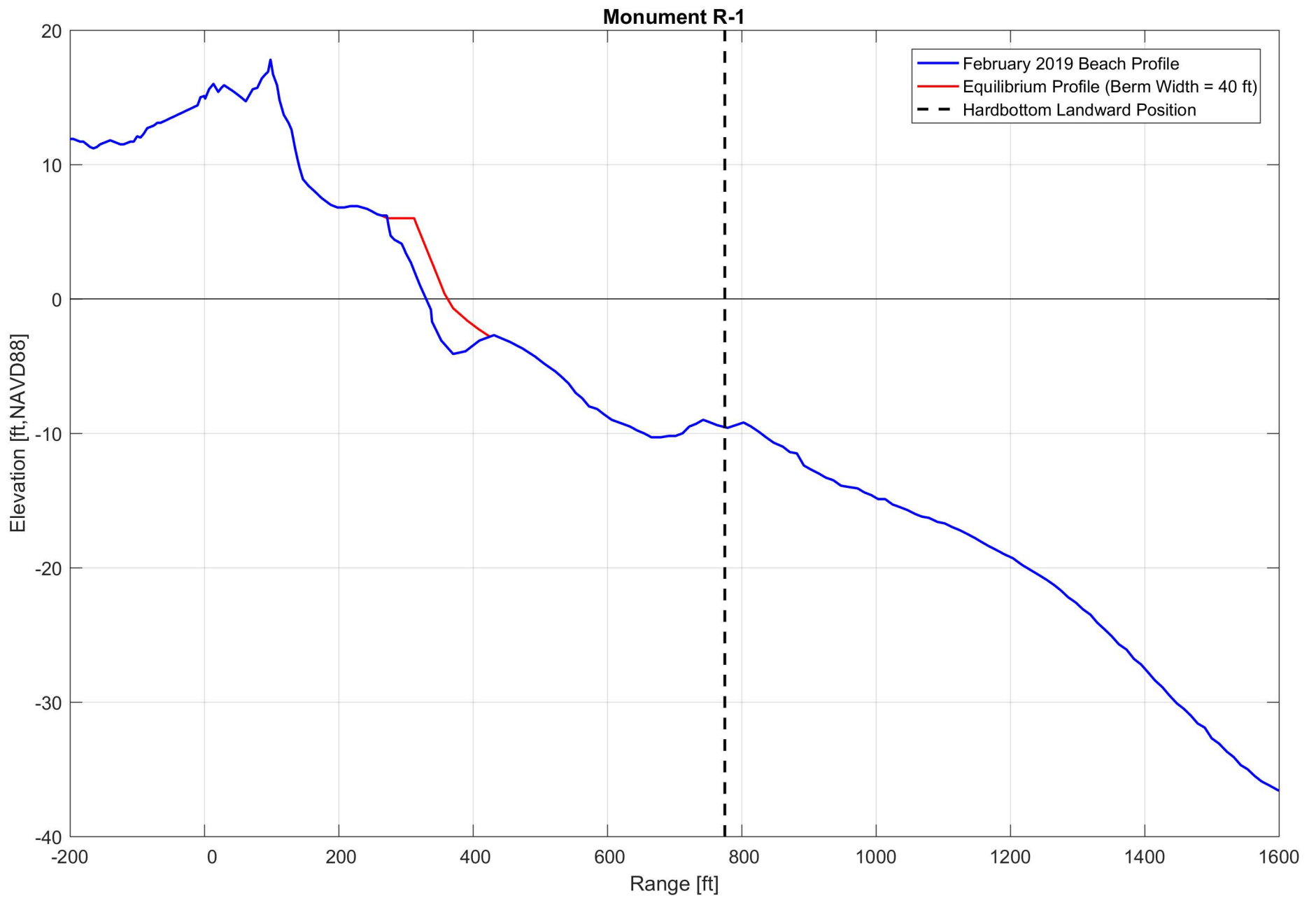
**APPENDIX E-4
BEACH FILL ALTERNATIVE PROFILES**

Prepared for:

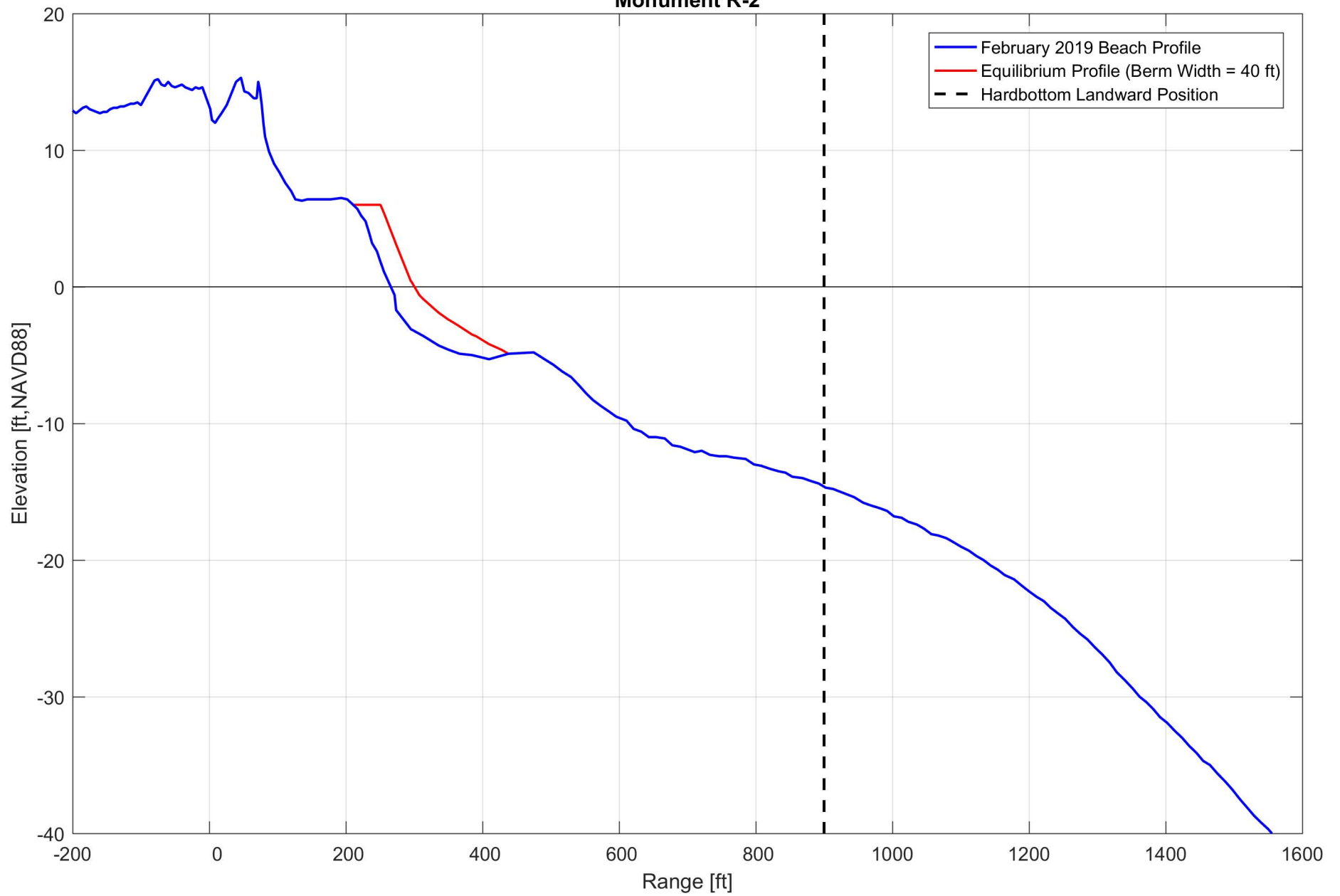
**City of Deerfield Beach
Broward County, Florida**

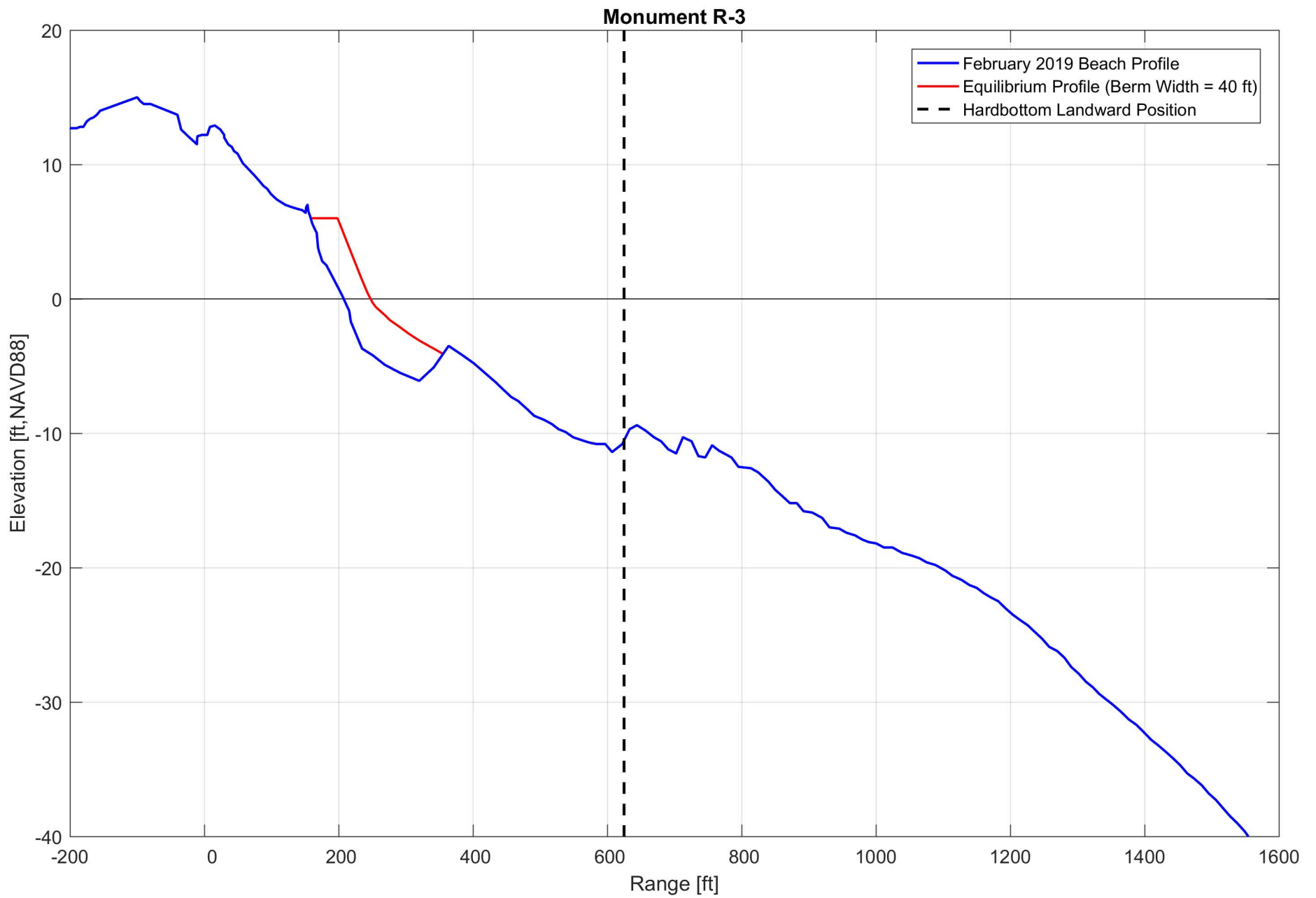
Prepared by:

Aptim Environmental & Infrastructure, LLC

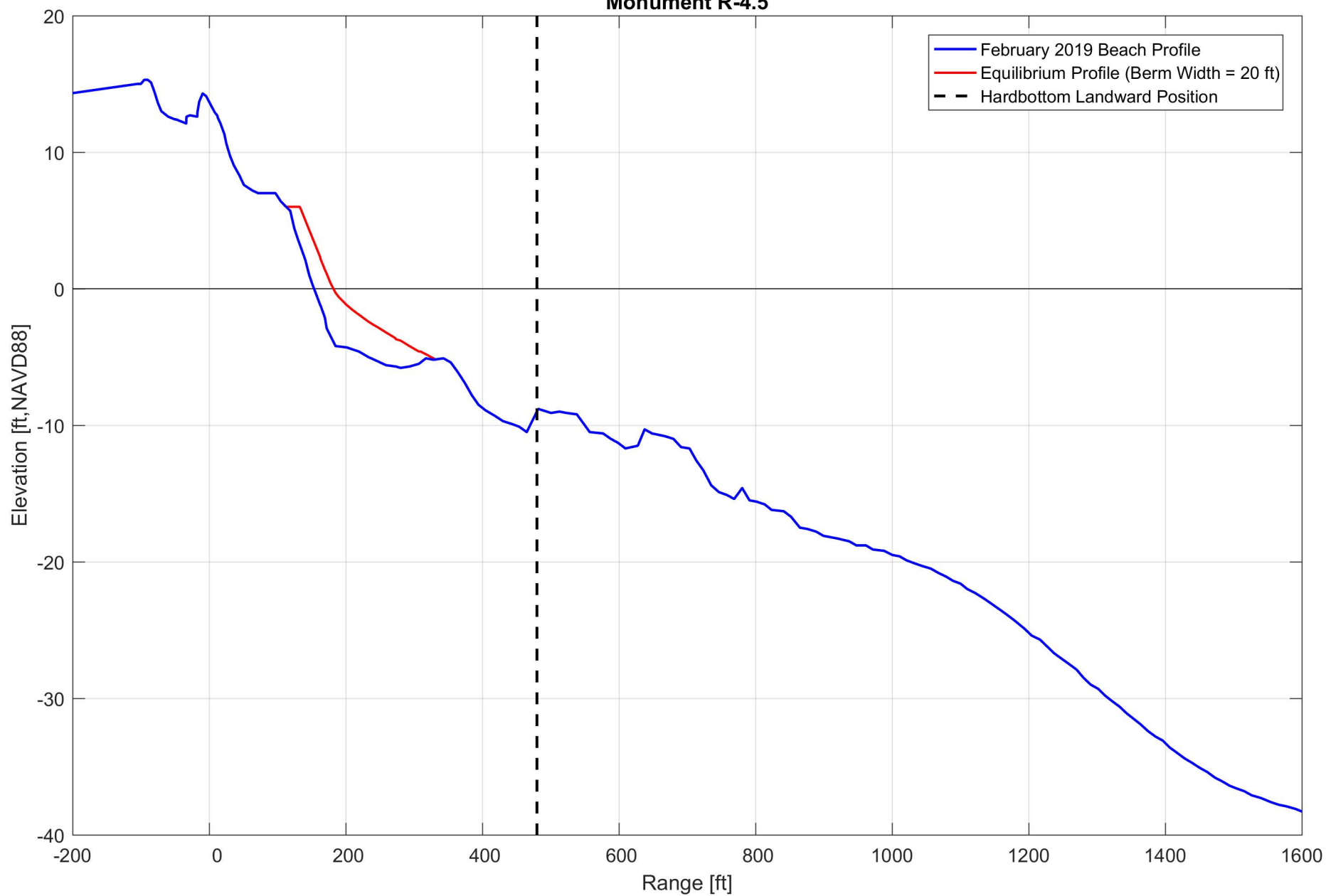


Monument R-2

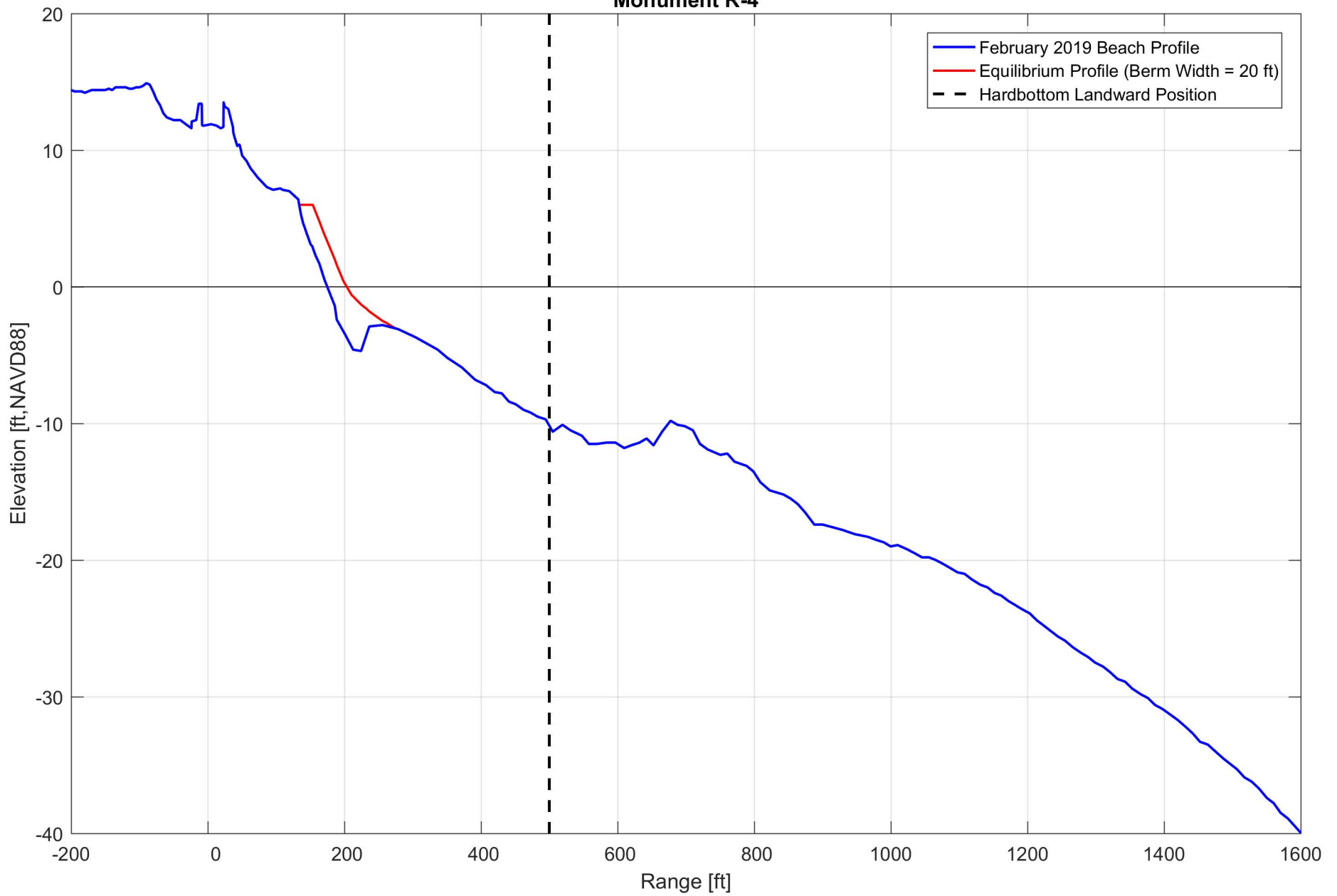




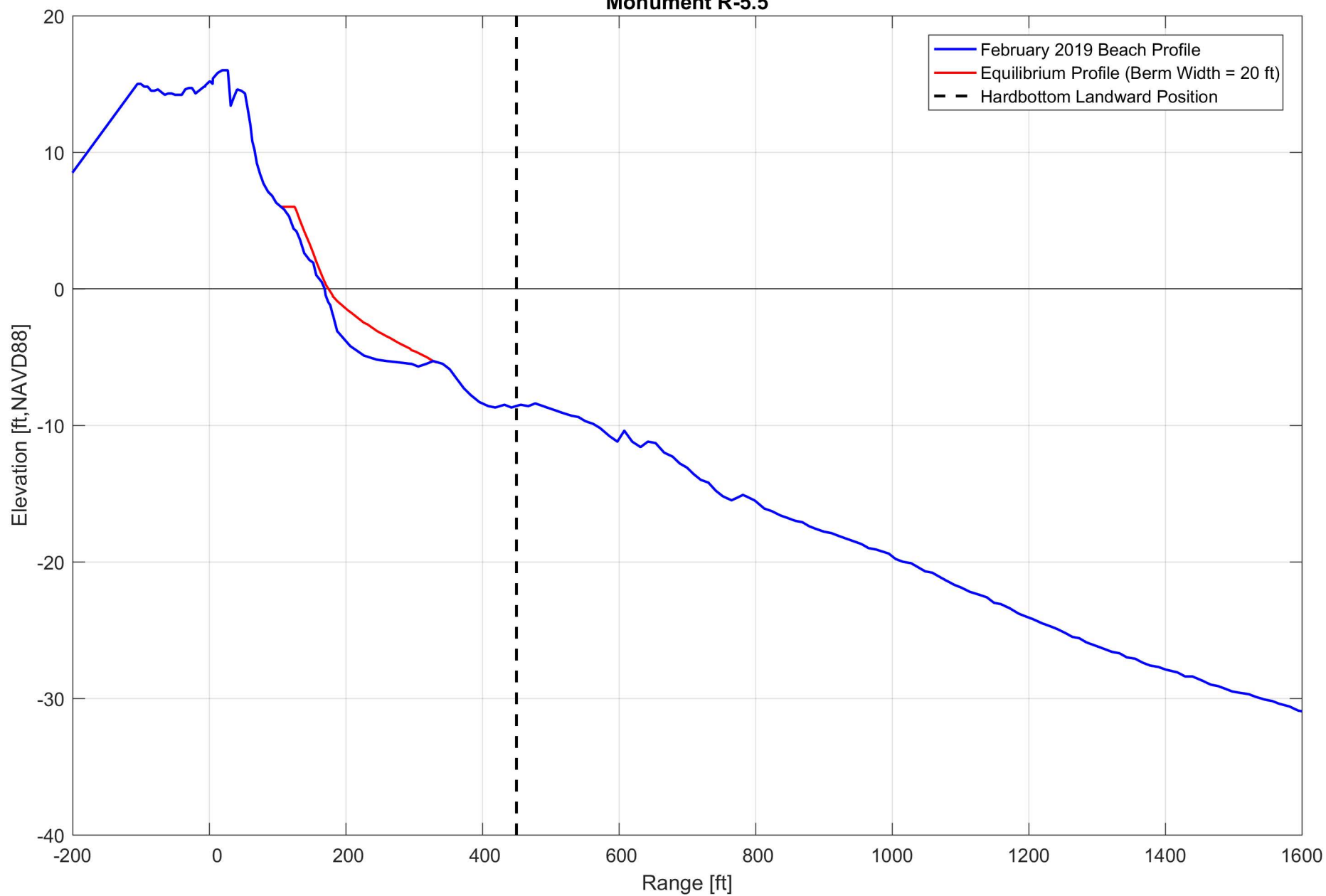
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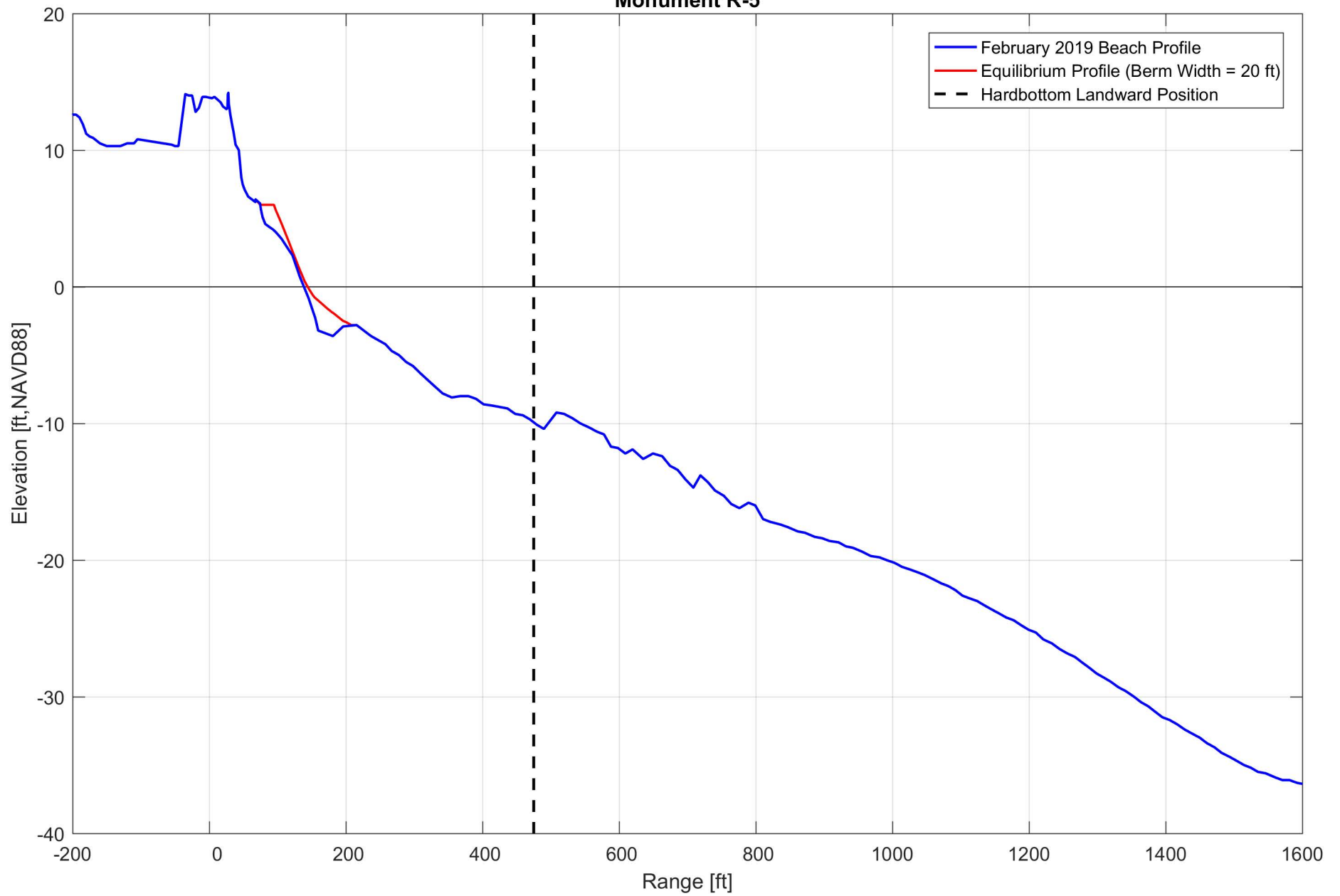
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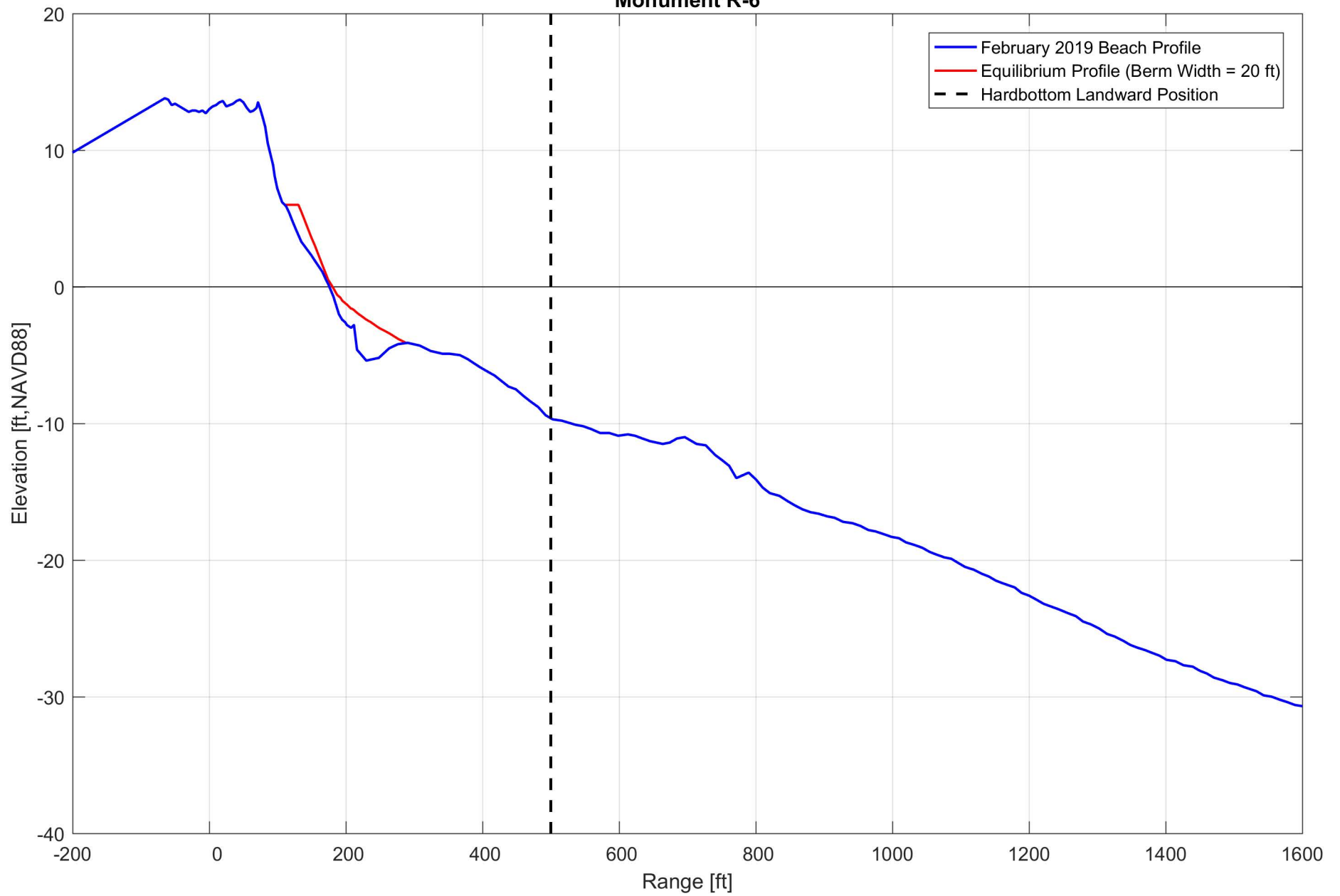
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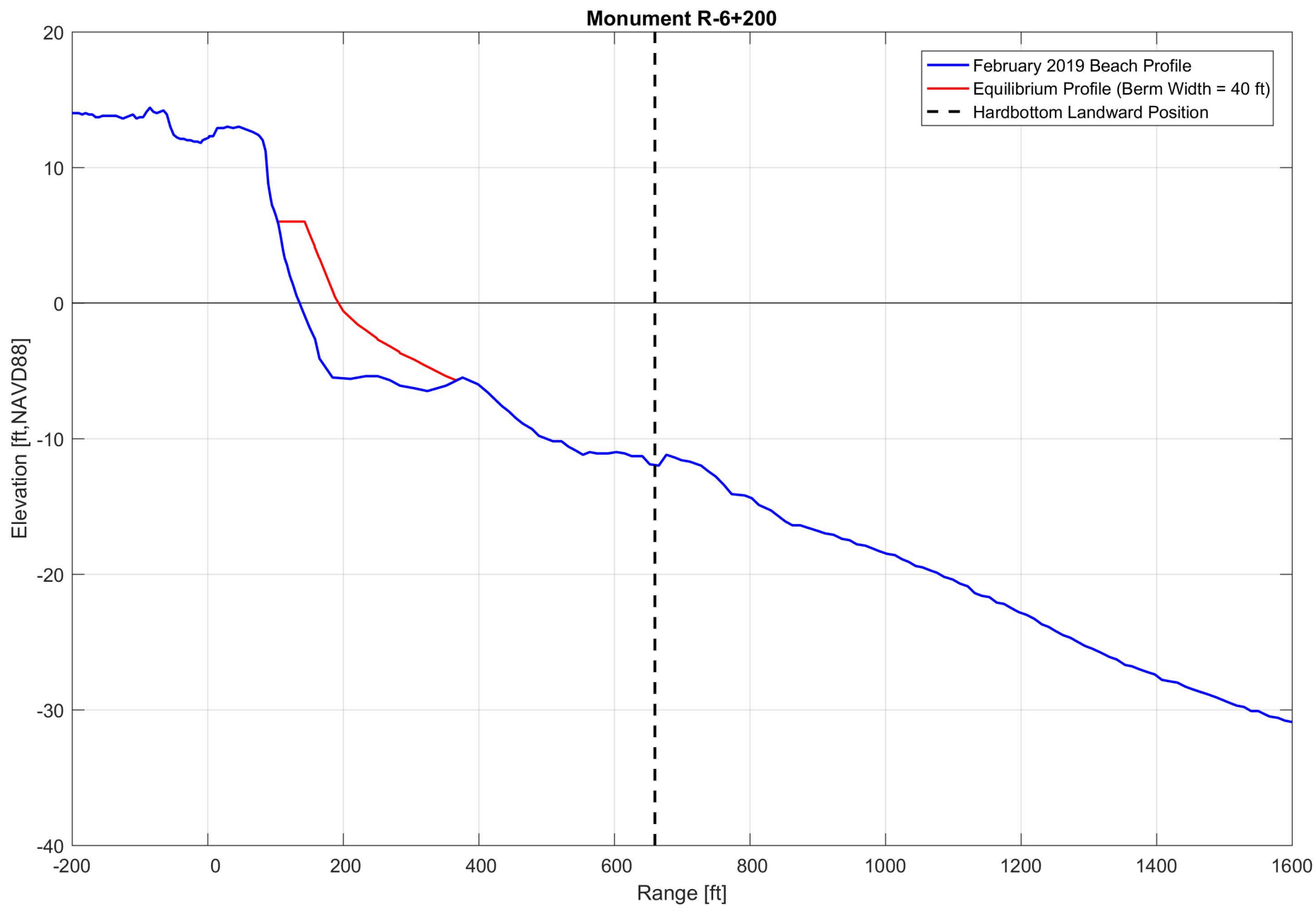


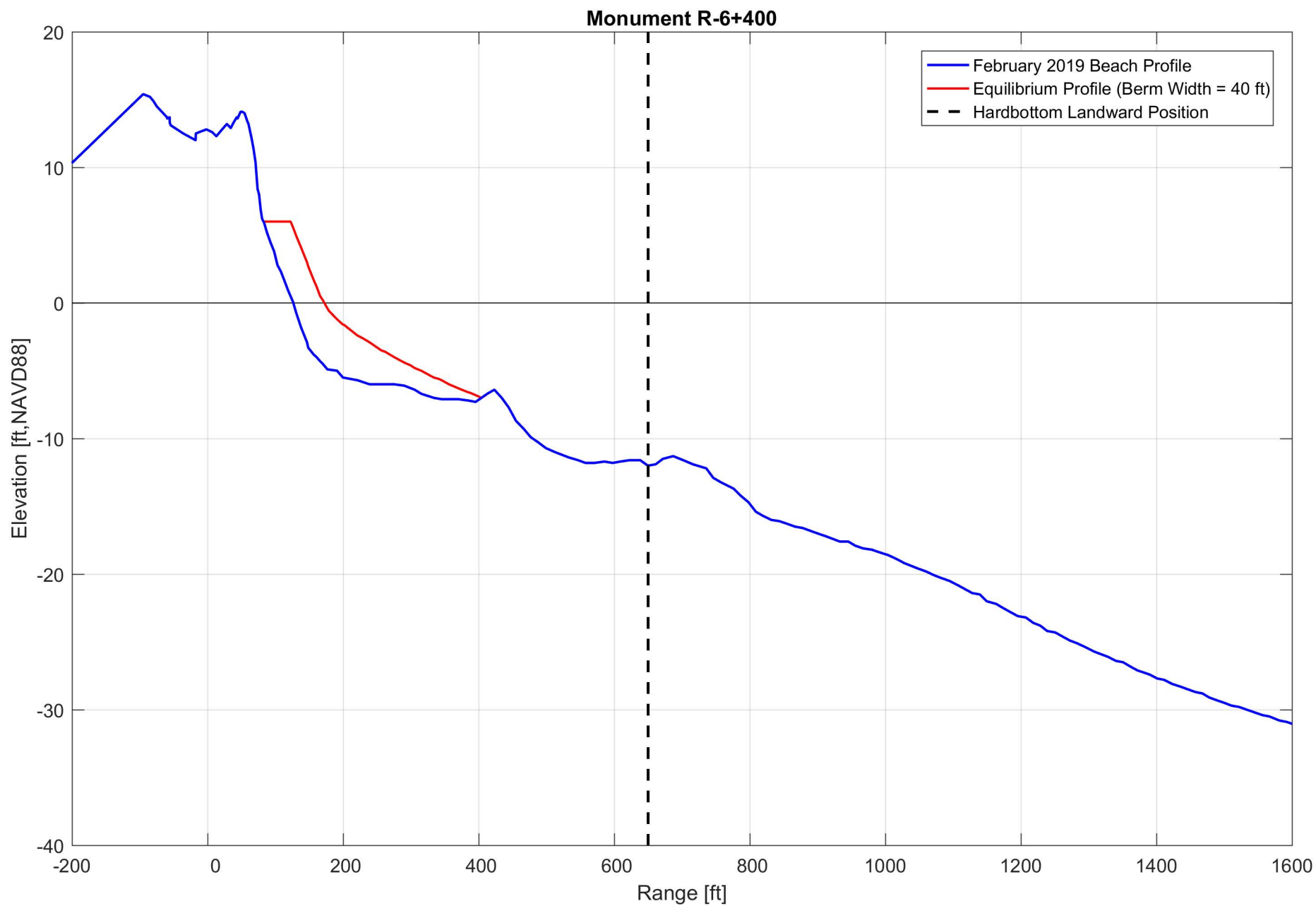
Monument R-5



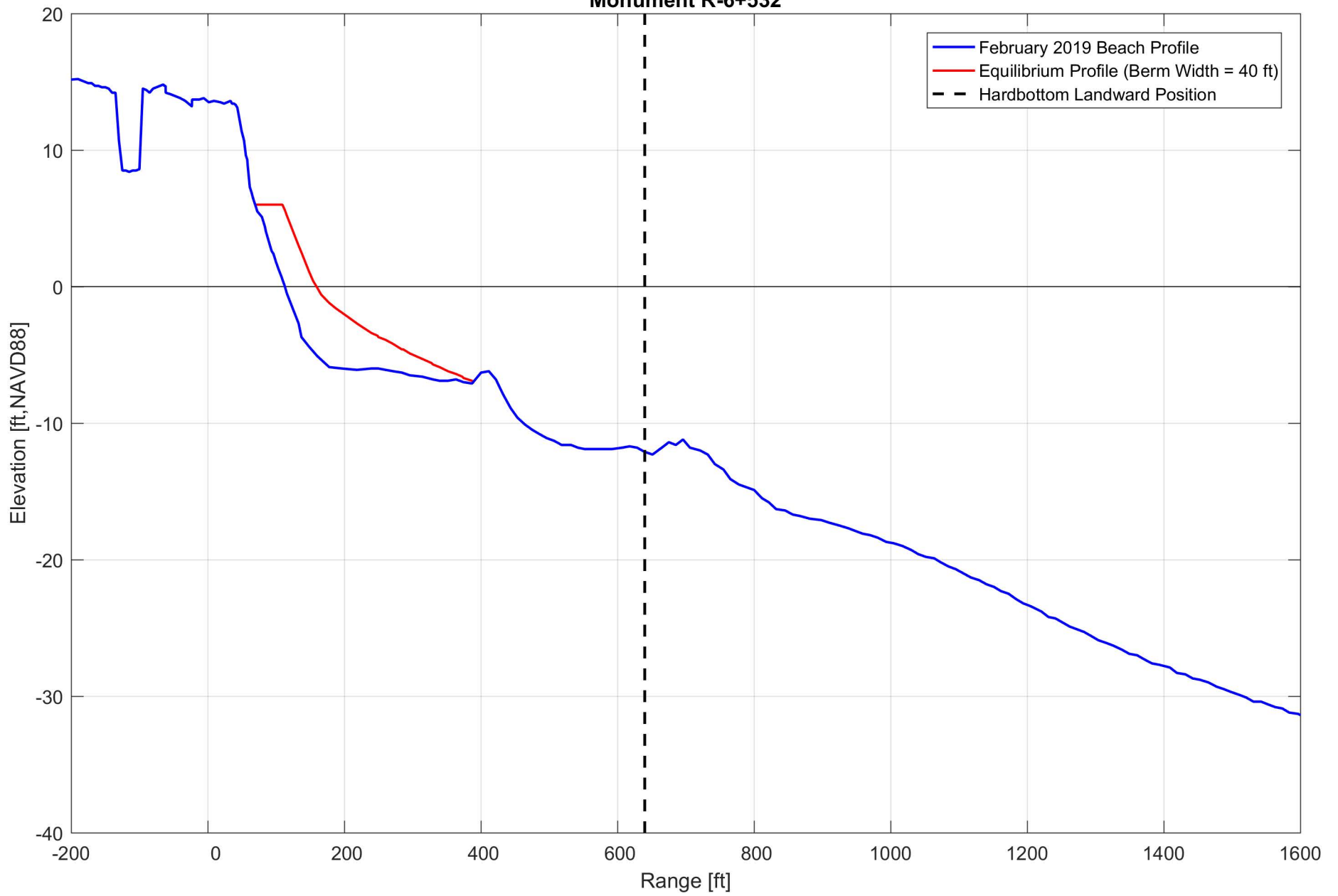
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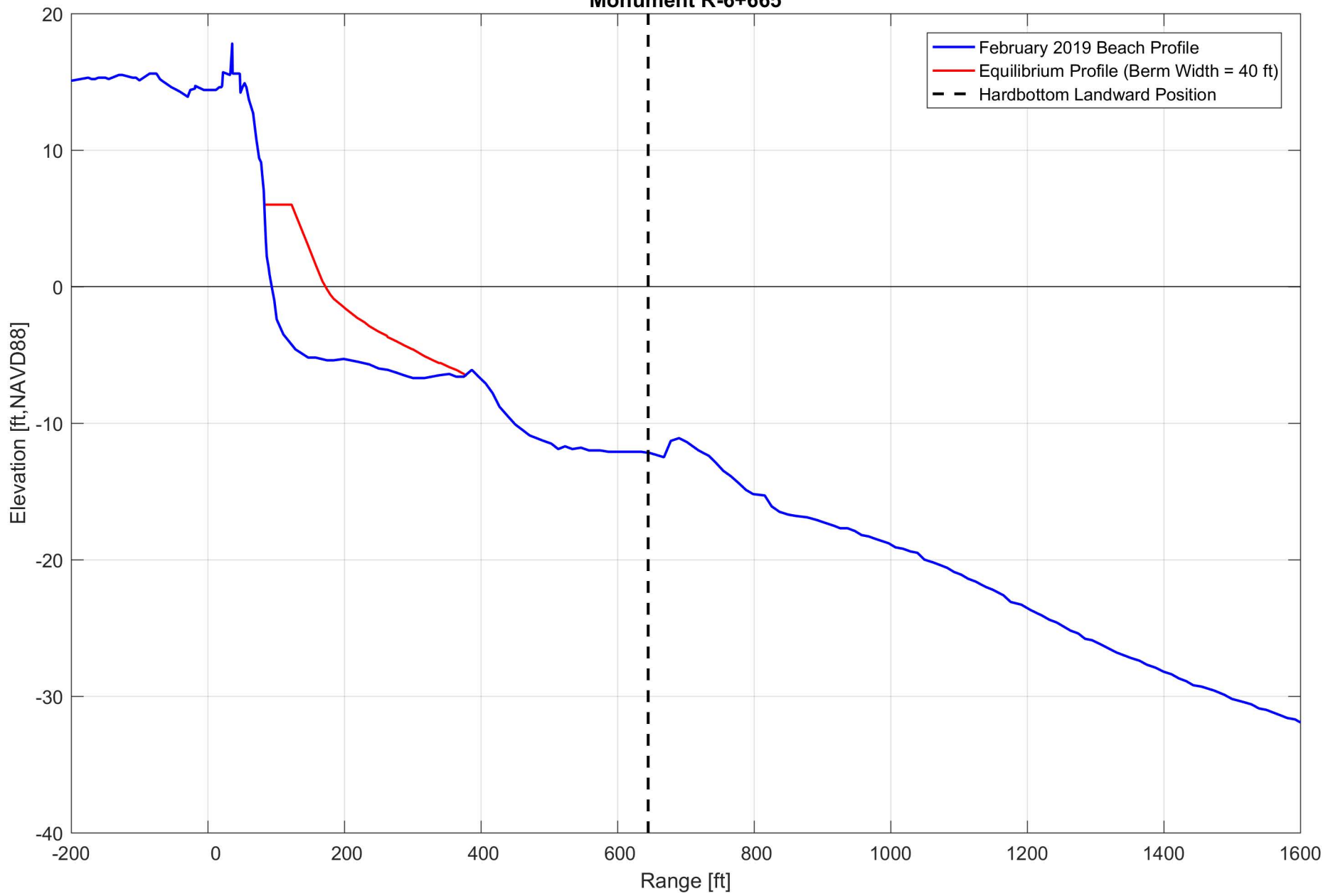




Monument R-6+532



Monument R-6+665



**BEACH MANAGEMENT PLAN
DEERFIELD BEACH, FLORIDA**

**APPENDIX E-5
BEACH FILL ALTERNATIVE IMPACT LINES**

Prepared for:

**City of Deerfield Beach
Broward County, Florida**

Prepared by:

Aptim Environmental & Infrastructure, LLC

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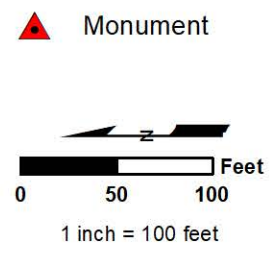
Matchline Figure 2

Notes:

1. Coordinates are in feet based on the Florida State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD 83).
2. 2019 background imagery provided by BCPA. The data collection occurred during 2018.
3. Monuments R-4 to R-6 berm width = 20 ft; Monuments R-1 to R-3 and R-6+200 to R6-665 berm width = 40 ft.

Legend:

- | | |
|---|---|
| — 5 Year Return Period (Existing Conditions) | 5 Year Return Period (Beach Fill Alternative) |
| — 10 Year Return Period (Existing Conditions) | 10 Year Return Period (Beach Fill Alternative) |
| — 25 Year Return Period (Existing Conditions) | 25 Year Return Period (Beach Fill Alternative) |
| — 50 Year Return Period (Existing Conditions) | 50 Year Return Period (Beach Fill Alternative) |



TITLE:

**Beach Management Plan for the
City of Deerfield Beach, Florida
Beach Fill Alternatives
Post-Storm Recession (1ft.)**



2481 N. W. Boca Raton Boulevard
Boca Raton, FL 33431
Ph. (561) 391-8102 Fax (561) 391-9116

Date: 01/07/20 By: MS Comm No. : 631224991 **Figure No.: 1**

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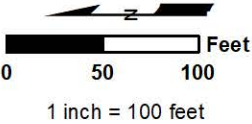
Notes:

1. Coordinates are in feet based on the Florida State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD 83).
2. 2019 background imagery provided by BCPA. The data collection occurred during 2018.
3. Monuments R-4 to R-6 berm width = 20 ft; Monuments R-1 to R-3 and R-6+200 to R6-665 berm width = 40 ft.

Legend:

- | | |
|---|--|
| — 5 Year Return Period (Existing Conditions) | 5 Year Return Period (Beach Fill Alternative) |
| — 10 Year Return Period (Existing Conditions) | 10 Year Return Period (Beach Fill Alternative) |
| — 25 Year Return Period (Existing Conditions) | 25 Year Return Period (Beach Fill Alternative) |
| — 50 Year Return Period (Existing Conditions) | 50 Year Return Period (Beach Fill Alternative) |

▲ Monument



TITLE:

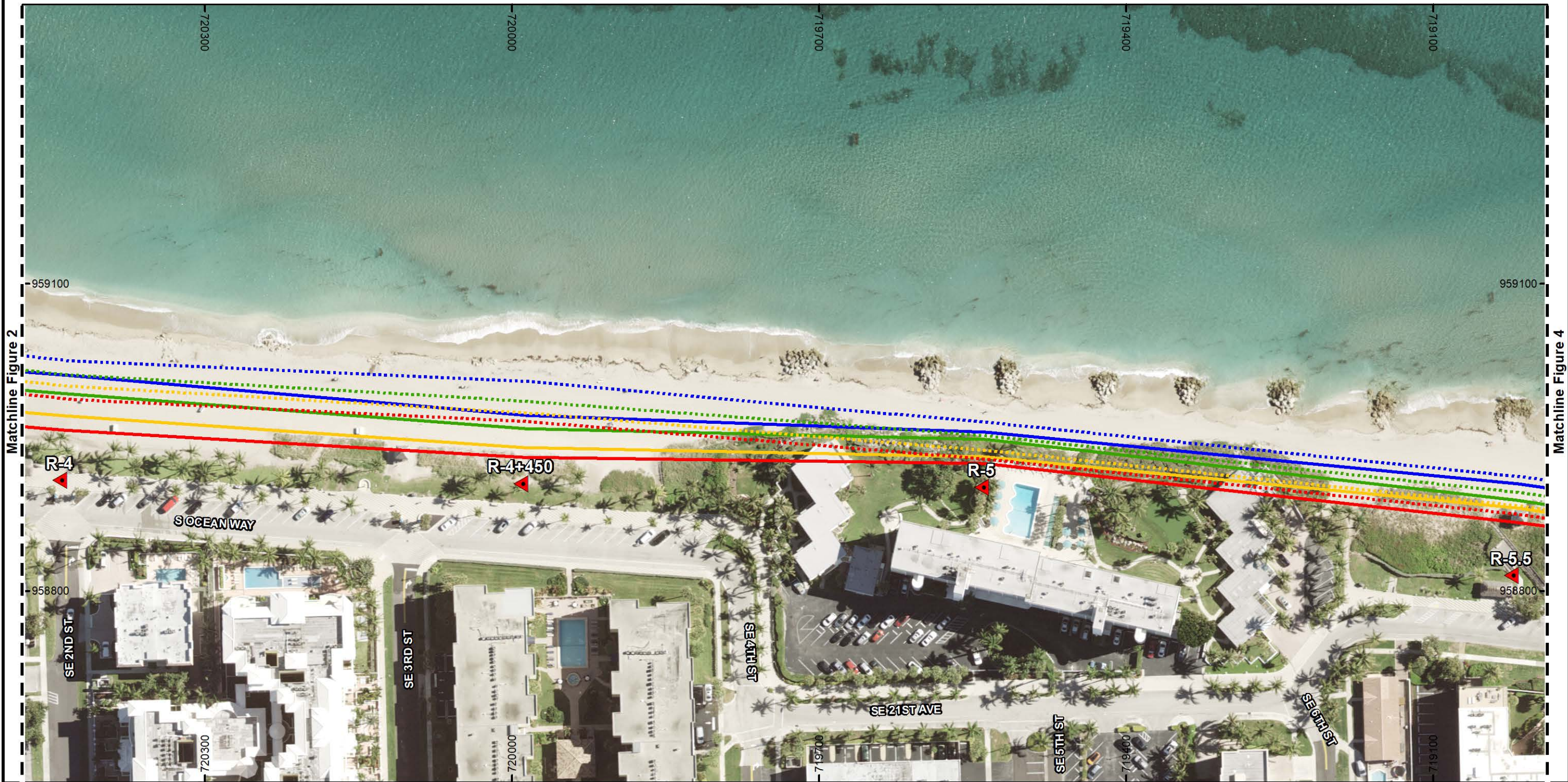
**Beach Management Plan for the
City of Deerfield Beach, Florida
Beach Fill Alternatives
Post-Storm Recession (1ft.)**



2481 N. W. Boca Raton Boulevard
Boca Raton, FL 33431
Ph. (561) 391-8102 Fax (561) 391-9116

Date: 01/07/20 By: MS Comm No. : 631224991 **Figure No.: 2**

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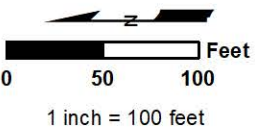
Notes:

1. Coordinates are in feet based on the Florida State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD 83).
2. 2019 background imagery provided by BCPA. The data collection occurred during 2018.
3. Monuments R-4 to R-6 berm width = 20 ft; Monuments R-1 to R-3 and R-6+200 to R6-665 berm width = 40 ft.

Legend:

- | | |
|---|---|
| — 5 Year Return Period (Existing Conditions) | 5 Year Return Period (Beach Fill Alternative) |
| — 10 Year Return Period (Existing Conditions) | 10 Year Return Period (Beach Fill Alternative) |
| — 25 Year Return Period (Existing Conditions) | 25 Year Return Period (Beach Fill Alternative) |
| — 50 Year Return Period (Existing Conditions) | 50 Year Return Period (Beach Fill Alternative) |

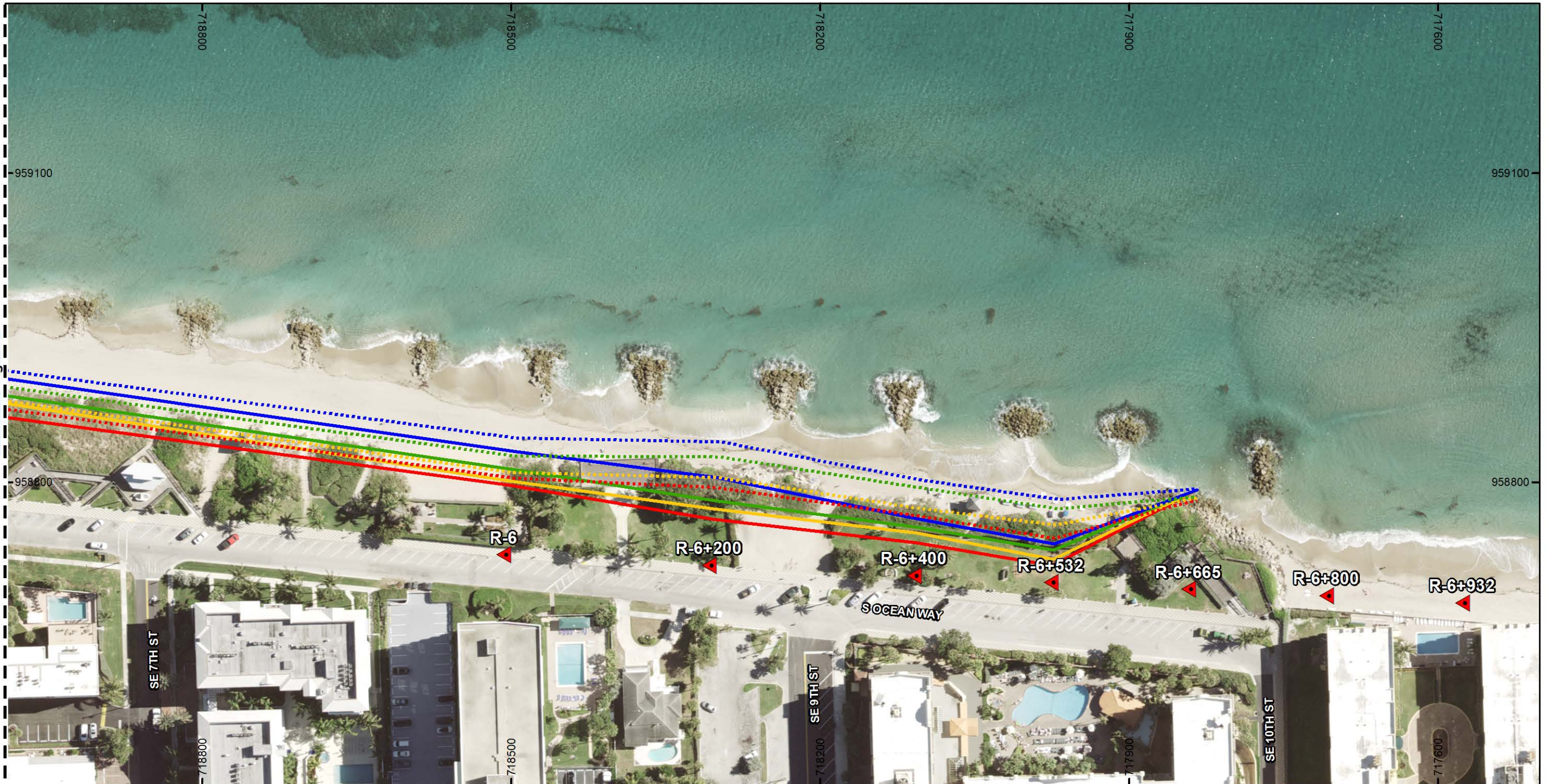
▲ Monument



TITLE: Beach Management Plan for the City of Deerfield Beach, Florida Beach Fill Alternatives Post-Storm Recession (1ft.)			
 2481 N. W. Boca Raton Boulevard Boca Raton, FL 33431 Ph. (561) 391-8102 Fax (561) 391-9116			
Date: 01/07/20	By: MS	Comm No. : 631224991	Figure No.: 3

G:\Enterprise\Broward\631224991\Wxd\Single Page\SB_EACH_Production_Runs\1ft Recession Map 4 - Beach Fill.mxd

Matchline Figure 3



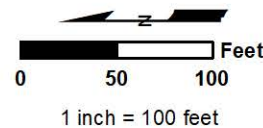
Notes:

1. Coordinates are in feet based on the Florida State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD 83).
2. 2019 background imagery provided by BCPA. The data collection occurred during 2018.
3. Monuments R-4 to R-6 berm width = 20 ft; Monuments R-1 to R-3 and R-6+200 to R6-665 berm width = 40 ft.

Legend:

- | | |
|---|--|
| — 5 Year Return Period (Existing Conditions) | 5 Year Return Period (Beach Fill Alternative) |
| — 10 Year Return Period (Existing Conditions) | 10 Year Return Period (Beach Fill Alternative) |
| — 25 Year Return Period (Existing Conditions) | 25 Year Return Period (Beach Fill Alternative) |
| — 50 Year Return Period (Existing Conditions) | 50 Year Return Period (Beach Fill Alternative) |

▲ Monument



TITLE:

**Beach Management Plan for the
City of Deerfield Beach, Florida
Beach Fill Alternatives
Post-Storm Recession (1ft.)**



2481 N. W. Boca Raton Boulevard
Boca Raton, FL 33431
Ph. (561) 391-8102 Fax (561) 391-9116

Date: 01/07/20 By: MS Comm No. : 631224991 **Figure No.: 4**

**BEACH MANAGEMENT PLAN
CITY OF DEERFIELD BEACH**

**APPENDIX F
COST OF ANNUAL RETREAT**

Prepared for:

City of Deerfield Beach

Prepared by:

Aptim Environmental & Infrastructure, LLC

**BEACH MANAGEMENT PLAN
CITY OF DEERFIELD BEACH**

**APPENDIX F
COST OF ANNUAL RETREAT**

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BEACH MANAGEMENT PLAN CITY OF DEERFIELD BEACH

APPENDIX F COST OF ANNUAL RETREAT

1. GENERAL

The City's coastline is exposed to a variety of wave conditions ranging from flat calm to large storm events throughout the year. These wave conditions result in sediment transport that increases from the north end of the City to the southern boundary, though there are localized increases and decreases throughout the City (Appendix A). The net loss of sand from the City caused by the average wave conditions results in shoreline recession. This recession if left unabated will result in property loss. The analysis presented below quantifies the long-term damages if no action is taken to offset average annual shoreline retreat. The damage due to average annual shoreline retreat is different than the damage estimated from an individual storm event (Appendix E).

2. PROFILE TRANSLATION

The results of the beach volumetric changes without nourishment from May 2011 to February 2019 (Appendix A) were used to estimate the long-term rate of shoreline retreat. Assuming that the beach profile would respond to long-term changes by translating uniformly, the volumetric changes were equated to a shoreline change based on an active profile height. The active profile was defined from the berm crest elevation (+7.5 feet NAVD88) to the offshore depth of closure (DOC) elevation (-20.0 feet NAVD88). The difference in elevation between these two points defined the active profile height. Profile translation was estimated by Equation 1.

$$X = \frac{27 * V}{L * APH} \quad \text{Equation 1}$$

Where,

X	=	profile translation (feet/year)
V	=	annualized volumetric change (CY/yr)
L	=	length of cell (distance between monuments)(feet)
APH	=	active profile height, D ₁ -D ₂ , (feet)
D ₁	=	top of dune elevation (feet, NAVD)
D ₂	=	depth of closure elevation (feet, NAVD)

The weighted average rate of profile translation throughout the City is approximately +0.8 feet/year, and varies significantly from the North Sector to the South Sector. The rate of profile translation at each FDEP R-monument is shown in Table 1.

Table 1: Profile Translation Rate.

Profile	Distance (feet)	Annualized Volumetric Change without Nourishment (CY/yr)	Onshore Elevation at Berm Crest (feet, NAVD)	Offshore Elevation at DOC (feet, NAVD)	Active Profile Height (feet)	Profile Translation (feet/yr)
R-1	476	3,300	7.5	-20.0	27.5	6.8
R-2	988	5,600	7.5	-20.0	27.5	5.6
R-3	1,018	-100	7.5	-20.0	27.5	-0.1
R-4	954	200	7.5	-20.0	27.5	0.2
R-5	972	2,300	7.5	-20.0	27.5	2.3
R-6	1,054	-3,000	7.5	-20.0	27.5	-2.8
R-7	532	-3,700	7.5	-20.0	27.5	-6.8
North Sector	1,464	8,900	7.5	-20.0	27.5	6.0
Central Sector	1,972	100	7.5	-20.0	27.5	0.05
South Sector	2,558	-4,400	7.5	-20.0	27.5	-1.7
City-wide	5,994	4,600	7.5	-20.0	27.5	0.8

3. LIMIT OF UPLAND IMPACTS

If the City were to allow the beach to erode at the constant rates presented in Table 1, impacts to upland property would occur. Projections of impact are provided in Appendix F-1.

4. DAMAGE COSTS

The lines of impact were combined with known real estate values to estimate the potential costs of long term shoreline recession. The following procedures were utilized. The lines of impact were incorporated into a Geographic Information System (GIS) database. The ArcGIS (Environmental Systems Research Institute, version 10.7) software package was used to create a database of the City that was populated with parcel boundaries and property values. A baseline dataset was downloaded using the Broward County Property Appraiser's 2017 parcel dataset. The parcel values were compared to the current (2019) property value using the parcel ID number on the Broward County Property Appraiser's website and determined the 2017 dataset was representative of the current parcel value.

A spatial analysis was performed to estimate the damage associated with each line of impact. Parcels, or portions thereof, that were seaward of the lines of impact were considered to be impacted. The area of the impacted parcels was then calculated and divided by the baseline dataset's area for that parcel or building to determine the percentage impacted. The impacted percentage was multiplied by the parcel's just value to determine damage cost to upland property (land and structural). The lines of impact for the North and Central Sectors were accretional within parcel boundaries, therefore, only damages in the South Sector were calculated (Table 2). This calculation results in a projected 30-year damage cost of \$10,822,900.00.

Table 2: South Sector Projected Damage Costs.

Project Damage in Future Years	
1-year	\$378,000.00
5-year	\$1,134,000.00
10-year	\$2,124,000.00
15-year	\$2,778,000.00
20-year	\$3,134,000.00
25-year	\$5,543,000.00
30-year	\$10,823,000.00

While it is known that there is a rock revetment buried within the dune area of the South Sector (Figure 1), there is no known design information regarding the revetment or its present condition, if it were exposed. As a result, the presence of the revetment was ignored in the calculations of long term shore retreat damages. This assumption may cause the estimates in Tables 2 and 3 to be overestimated.



Figure 1: Rubble Mound Revetment circa 1974.

It was further recognized that the City would not allow certain infrastructure to be damaged over the long term. By protecting the sidewalk east of Ocean Way, the damages in Table 2 were reduced to those in Table 3.

Table 3: South Sector Allowable Projected Damage Costs (in 2019 dollars).

Project Damage in Future Years	
1-year	\$378,000.00
5-year	\$1,134,000.00
10-year	\$2,124,000.00
15-year	\$2,778,000.00
20-year	\$3,133,000.00
25-year	\$3,341,000.00
30-year	\$3,426,000.00

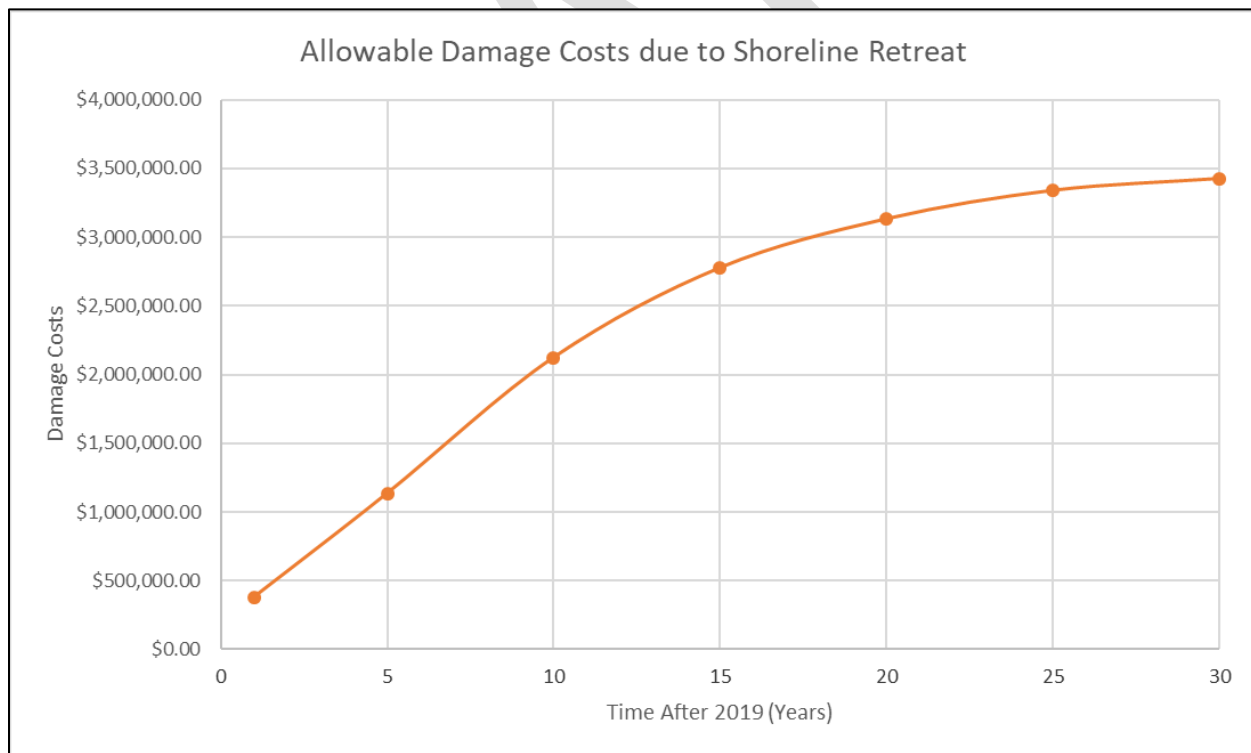


Figure 2: Damage Costs due to Shoreline Retreat.

The parcels impacted with the allowable damages are owned by the City of Deerfield Beach, therefore, no loss of tax revenue is expected.

5. ANNUAL DAMAGE COSTS

The present worth (2019 dollars) for the damage costs incurred in the City was amortized over the 30-year analysis period. The 2019 discount rate from WRDA 1974 Section 80(a) was used as the interest rate for the amortization calculation and has a value of 2.875%. Using this interest rate and the 30-year damage period, the average annual damage costs (in 2019 dollars) of the City taking allowing long term recession to occur is \$172,000 per year.

DRAFT

**BEACH MANAGEMENT PLAN
CITY OF DEERFIELD BEACH**

**APPENDIX F-1
ANNUAL RETREAT IMPACT LINES**

Prepared for:

City of Deerfield Beach

Prepared by:

Aptim Environmental & Infrastructure, LLC

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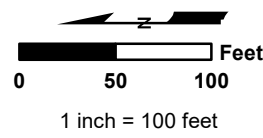
Matchline Figure 2

Notes:

1. Coordinates are in feet based on the Florida State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD 83).
2. 2019 background imagery provided by BCPA. The data collection occurred during 2018.

Legend:

- Storm Impact**
- Year 1
 - Year 5
 - Year 10
 - Year 15
 - Year 20
 - Year 25
 - Year 30
- Parcels
- Monument



TITLE:

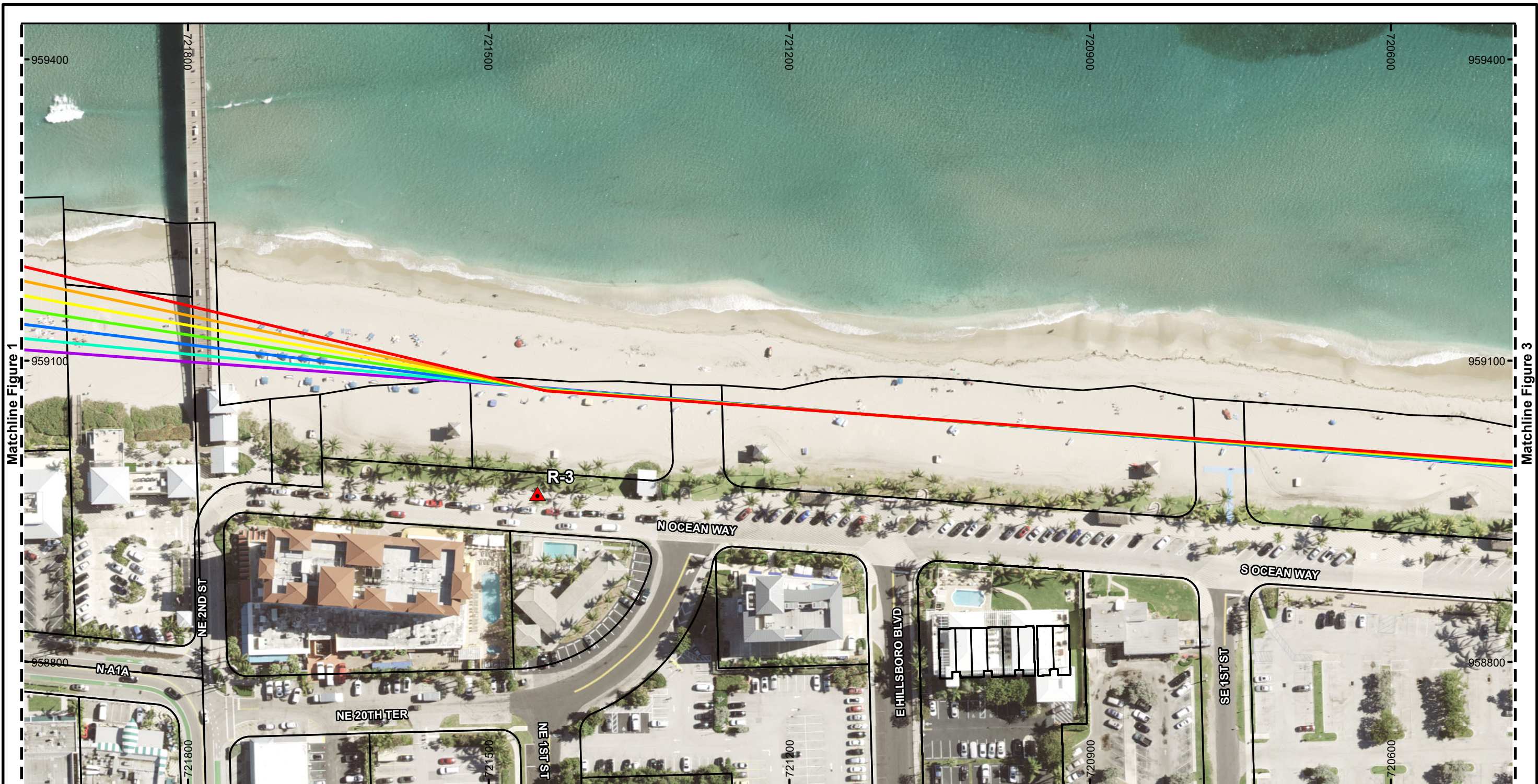
**Beach Management Plan for the
City of Deerfield Beach
Projected Impact Lines**



2481 N. W. Boca Raton Boulevard
Boca Raton, FL 33431
Ph. (561) 391-8102 Fax (561) 391-9116

Date: 12/17/19 By: HMV Comm No. : 631224991 **Figure No.: 1**

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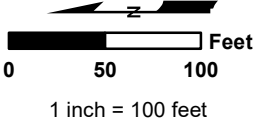
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1. Coordinates are in feet based on the Florida State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD 83).
2. 2019 background imagery provided by BCPA. The data collection occurred during 2018.

Legend:

- Storm Impact**
- Year 1
 - Year 5
 - Year 10
 - Year 15
 - Year 20
 - Year 25
 - Year 30

- Parcels
- Monument



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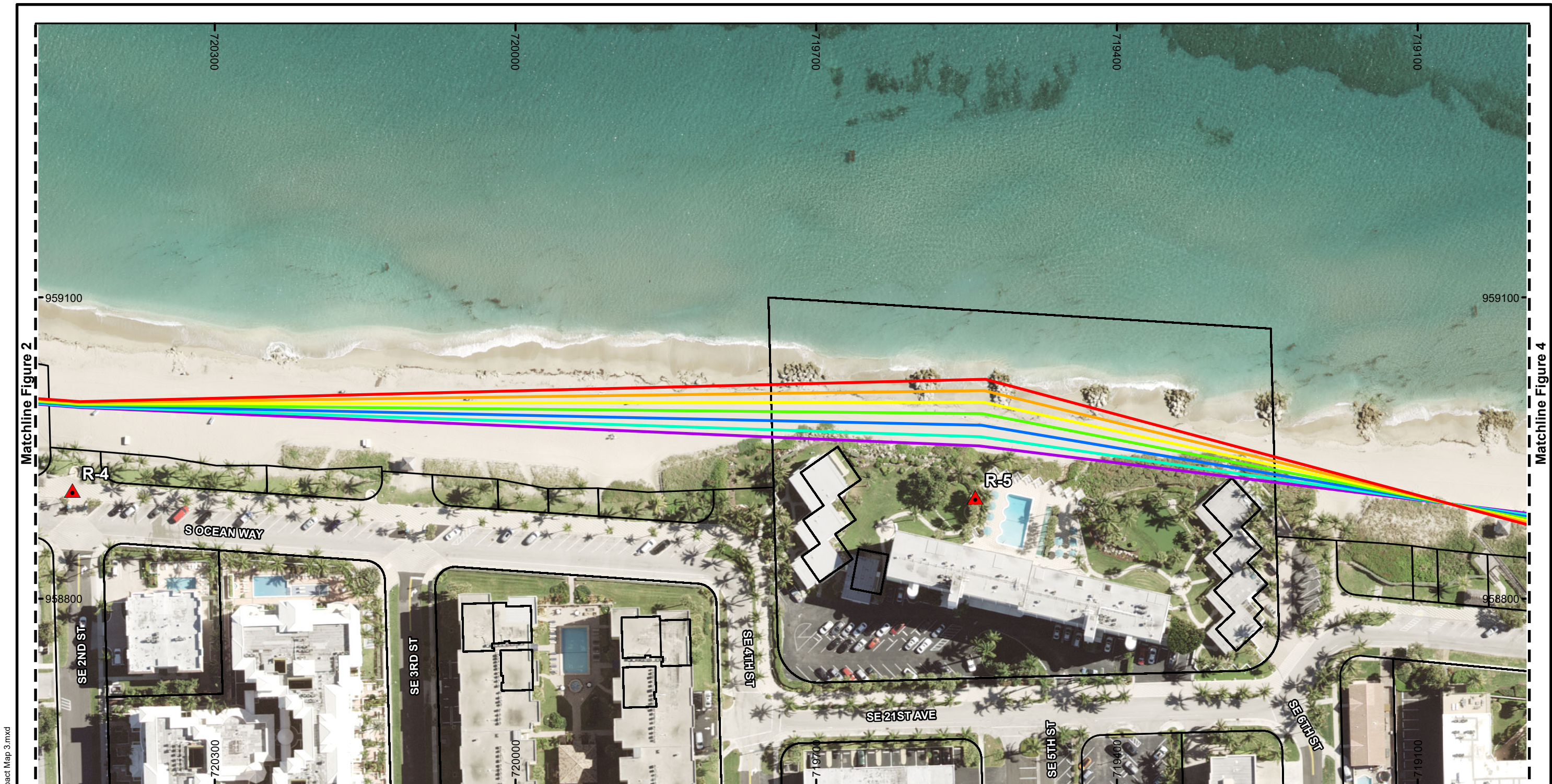
**Beach Management Plan for the
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Ph. (561) 391-8102 Fax (561) 391-9116

Date: 12/17/19 By: HMV Comm No. : 631224991 **Figure No.: 2**

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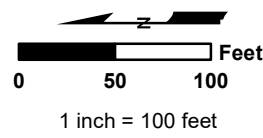


Notes:

1. Coordinates are in feet based on the Florida State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD 83).
2. 2019 background imagery provided by BCPA. The data collection occurred during 2018.

Legend:

- Storm Impact**
- Year 1
 - Year 5
 - Year 10
 - Year 15
 - Year 20
 - Year 25
 - Year 30
- Parcels
- Monument



TITLE:

**Beach Management Plan for the
City of Deerfield Beach
Projected Impact Lines**

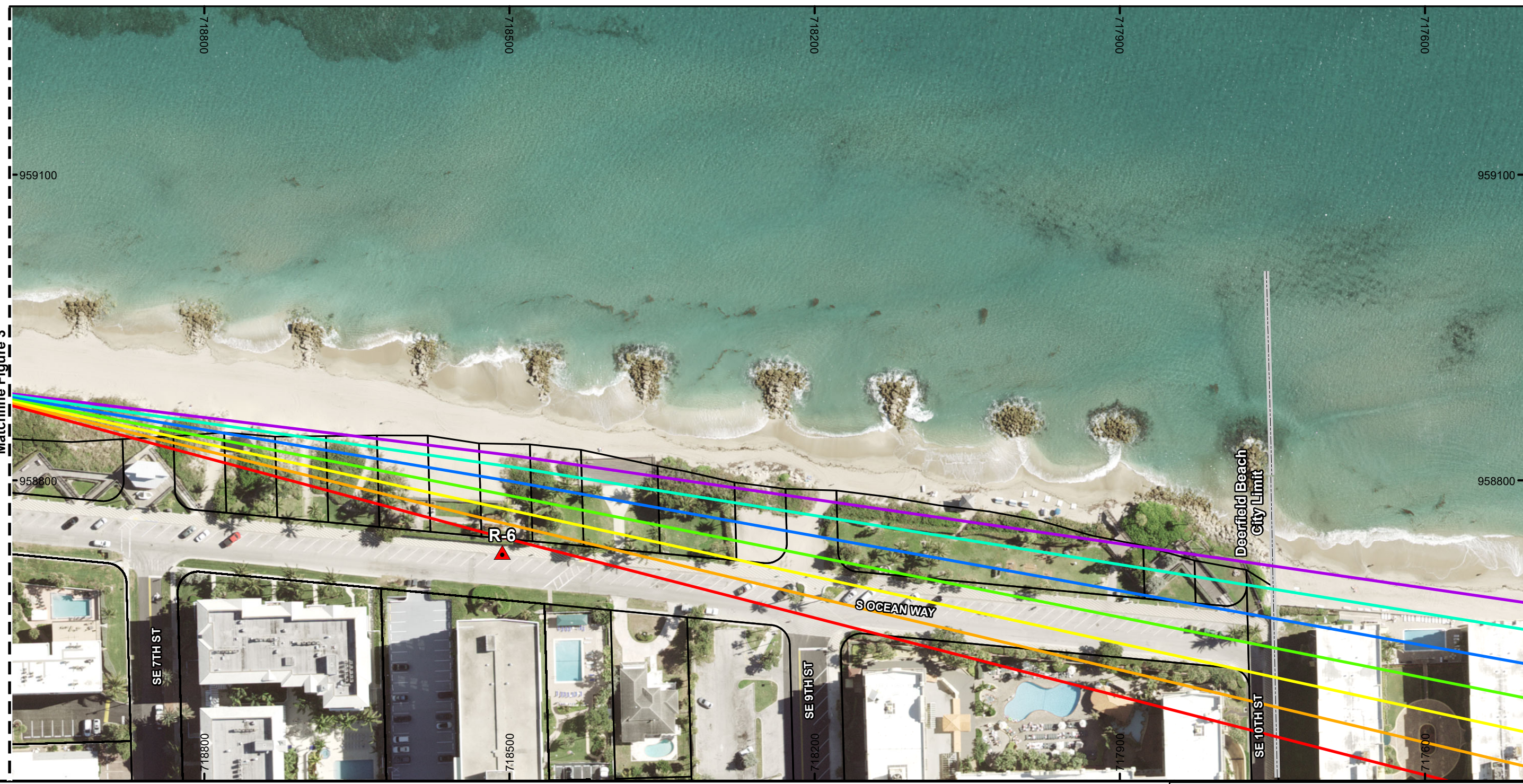


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Date: 12/17/19	By: H MV	Comm No. : 631224991	Figure No.: 3
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Matchline Figure 3



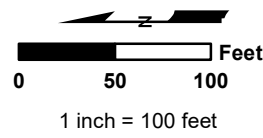
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2. 2019 background imagery provided by BCPA. The data collection occurred during 2018.

Legend:

- Storm Impact**
- Year 1
 - Year 5
 - Year 10
 - Year 15
 - Year 20
 - Year 25
 - Year 30

- Parcels
- Monument



TITLE:

**Beach Management Plan for the
City of Deerfield Beach
Projected Impact Lines**



2481 N. W. Boca Raton Boulevard
Boca Raton, FL 33431
Ph. (561) 391-8102 Fax (561) 391-9116

Date: 12/17/19 By: HMV Comm No. : 631224991 **Figure No.: 4**

**BEACH MANAGEMENT PLAN
DEERFIELD BEACH, FLORIDA**

**APPENDIX G
ENVIRONMENTAL PERMITTING REQUIREMENTS**

Prepared for:

**City of Deerfield Beach
Broward County, Florida**

Prepared by:

Aptim Environmental & Infrastructure, LLC

**BEACH MANAGEMENT PLAN
DEERFIELD BEACH, FLORIDA**

**APPENDIX G
ENVIRONMENTAL PERMITTING REQUIREMENTS**

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1.	GENERAL	1
2.	ENVIRONMENTAL PERMITTING.....	1
3.	USACE PERMITTING	2
4.	FDEP PERMITTING.....	3
5.	BROWARD COUNTY ENVIRONMENTAL LICENSE	4

BEACH MANAGEMENT PLAN DEERFIELD BEACH, FLORIDA

APPENDIX G ENVIRONMENTAL PERMITTING REQUIREMENTS

1. GENERAL

Beach management in the City of Deerfield Beach will require careful consideration of the coastal environment, both upland and offshore. Environmental permits from federal, state, and county regulatory agencies may be required, depending on project scope and location. The agencies with jurisdiction include the U.S. Army Corps of Engineers (USACE), the Florida Department of Environmental Protection (FDEP), and the Broward County Department of Environmental Protection & Growth Management. The City's coastal environment, which includes the dry beach and nearshore waters of the Atlantic Ocean, supports a variety of species, habitats, and natural resources that require consideration in the development and implementation of the Comprehensive Beach Management Plan (CBMP), specifically for beach nourishment and shoreline stabilization projects. An integrated, well-planned strategy for securing environmental permits for beach management projects is required and includes multiple disciplines consisting of biologists, engineers, surveyors, geologists, scientists, and in some cases experienced environmental attorneys.

Potential environmental effects should be defined with alternatives developed to avoid and minimize potential impacts. Pre-application meetings with the regulatory agencies are essential to solicit initial feedback as to the requirements, processes, and approximate timeframes for obtaining environmental permits. Agency communication and involvement throughout the permitting process is vital to facilitate permit issuance. Comprehensive application packages must be compiled for processing through the agencies. The project team will need to comprehensively respond to Requests for Information (RAIs) with technical documentation to facilitate the permitting process. Consistent and regular communication with both reviewing agency staff and higher-level supervisors must be maintained. The City should consider and carefully review the permit conditions as specific monitoring and QA/QC requirements before, during, and after construction may affect project compliance, costs, and schedule.

2. ENVIRONMENTAL PERMITTING

Coastal construction for the purposes of beach nourishment and shoreline stabilization in Deerfield Beach will require environmental permits from federal, state, and county regulatory agencies. The agencies with jurisdiction include the USACE, FDEP, and Broward County's Environmental Engineering and Permitting Division. Each permit is generally applied for and processed concurrently; however, each agency evaluates the applications pursuant to their specific regulations. The FDEP and the USACE coordinate with commenting agencies that provide further input into the permitting process. These agencies include, but are not limited to, the National

Marine Fisheries Service (NMFS), the U.S. Fish and Wildlife Service (FWS), the U.S. Environmental Protection Agency (EPA) for the federal government, and the Florida Fish and Wildlife Conservation Commission (FWC) for the state. The permitting process requires extensive data to support the conditions of the physical environmental and biological communities that utilize the area. The issued permits include conditions to protect ecological resources, which may require annual physical and biological monitoring.

An integrated, well-planned strategy for securing environmental permits is required and should consider all disciplines. Potential environmental impacts must be defined and alternatives to avoid and minimize potential impacts must be evaluated. Pre-application meetings with the environmental agencies are essential to solicit initial feedback as to the requirements, processes, and approximate timeframes for processing environmental permits. Also, agency communication and involvement throughout the permitting process is vital to facilitate permit issuance. Comprehensive application packages must be compiled for processing through the agencies. The project team will need to comprehensively respond to Requests for Information (RAIs) with technical documentation to facilitate the permitting process. Consistent and regular communication with the agencies, with both reviewing staff and higher-level supervisors, must be maintained. Once applications are submitted, the USACE, FDEP, and County permit review proceeds concurrently.

3. USACE PERMITTING

Coastal construction projects that occur below the mean high water (MHW) line require a Department of the Army Standard Individual Permit issued by the USACE on behalf of the federal government. The USACE has jurisdiction over any work in navigable waters pursuant to Section 10 of the Rivers and Harbors Act of 1899, as well as the discharge of dredged or fill material into waters of the U.S. pursuant to Section 404 of the Clean Water Act. The USACE will review the proposed project upon receipt of ENG FORM 4345.

After permit application submittal and review, the USACE issues a Public Notice to solicit comments from the general public, as well as federal commenting agencies. The USACE initiates consultation with USFWS and National Marine Fisheries Service (NMFS) Protected Resources Division (PRD) pursuant to the Section 7 of the Endangered Species Act (ESA). If formal consultation is required, NMFS PRD and USFWS have 135 days from the time they determine they have all pertinent information to complete an individual biological opinion. The comment period for the Public Notice is generally limited to thirty (30) days; however, significant comments received after this timeframe are typically addressed until a decision has been made on the proposed project. Informal consultation does not have specific timeframes. The USACE also consults with NMFS Habitat Conservation Division (HCD) to evaluate potential impacts to Essential Fish Habitat or listed species.

The processing time for issuance of a permit from the USACE greatly depends on the presentation of suitable avoidance and minimization of marine resource and water quality impacts, as well as the negotiation of mitigation for unavoidable impacts. Other factors influencing USACE review time include objections and comments received during the Public Notice period, ESA consultation,

and the workload of USACE staff. USACE response time is not limited by regulatory time clocks and is difficult to predict. The USACE permit also requires a State Water Quality Certification and a Coastal Zone Management Consistency Determination, which is issued by the FDEP in the Joint Coastal Permit (JCP).

4. FDEP PERMITTING

Pursuant to Chapter 161 Florida Statutes, a Joint Coastal Permit (JCP) issued by the FDEP is required for activities located on Florida's natural sandy beaches facing the Atlantic Ocean, the Gulf of Mexico, the Straits of Florida or associated inlets; activities that extend seaward of the Mean High Water Line (MHWL); activities that extend into sovereign submerged lands; and activities that are likely to affect the distribution of sand along the beach. JCPs are processed through the FDEP Division of Water Resources Management and would be required for any coastal projects that extend beyond the MHWL in the City. The JCP combines the processing of applications for coastal construction permits, environmental resource permits, wetland resource permits, and sovereign submerged lands authorizations, thereby simplifying the FDEP permitting process. For coastal projects that extend seaward of the Coastal Construction Control Line (CCCL) but do not extend into the water (i.e. seaward of the MHWL), the activity may be authorized by the state through review and issuance of a CCCL permit instead of a full JCP.

The FDEP permitting process involves a pre-application meeting with Department staff in Tallahassee and submittal of the JCP or CCCL permit application. FDEP permitting may include a Request(s) for Additional Information (RAI) in order to provide all information required for FDEP staff to evaluate and approve or deny the project application. Upon submittal of the application/RAI response, FDEP staff must issue a RAI letter within 30 days advising the applicant that either additional information is required, or the project file is complete. Once the FDEP determines that the file is complete, they have 90 days from the date of the last submittal to make a permit decision. The FDEP does not determine that the file is complete until all issues have been completely resolved and reasonable assurance has been established. As part of the application process, the FDEP will consult with the FWC Imperiled Species Management Section to evaluate direct and indirect impacts to sea turtles, shorebirds, and manatees. JCP staff will also consult with the Division of State Lands to facilitate authorization of an easement for the use of sovereign submerged lands. The resulting JCP Final Order includes:

- **Proprietary Authorization for Sovereignty Submerged Lands:** The FDEP will require a public easement for the proposed project footprint. This easement is processed concurrently with the JCP application.
- **Water Quality Certification (WQC) & Coastal Zone Management (CZM) Act Consistency:** Issuance of the JCP typically constitutes water quality certification and consistency with the Florida Coastal Zone Management Plan, both required prior to issuance of the USACE permit.

The timeframe for permit issuance is greatly affected by the completeness of the file upon application submittal, as well as the time required to respond to the FDEP RAIs. If a Chapter 120

administrative hearing (formal objection to the FDEP JCP) is filed, the timeframe can be significantly affected.

5. BROWARD COUNTY ENVIRONMENTAL LICENSE

Environmental review is required from Broward County for all work performed near the ocean. This review verifies that all required environmental licenses and pending environmental enforcement issues referenced in Broward County's Natural Resource Protection Code have been addressed. This process also identifies environmental operation licenses that may be required upon completion of the project. This process generally requires an approval review fee, which is subject to the size and nature of the project.

An Environmental Resource License (ERL) is required from the Broward County Environmental Licensing and Building Permitting Division (ELBPD) for projects that include dredging and filling activities, construction of dock, pilings and bridges, lake removal, alteration of mangroves, or other water-related activities. Upon application for an ERL, the County will review site plans, evaluate proposed impacts to submerged aquatic resources, and require avoidance and minimization of all impacts, as part of their permit application review process. The expected approval timeframe would likely be similar to that of the USACE and FDEP and proceed concurrently.

**CITY OF DEERFIELD BEACH
BEACH MANAGEMENT PLAN**

**APPENDIX H
ENVIRONMENTAL & BIOLOGICAL RESOURCES**

Prepared for:

City of Deerfield Beach, Florida

Prepared by:

Aptim Environmental & Infrastructure, LLC

**CITY OF DEERFIELD BEACH
BEACH MANAGEMENT PLAN**

**APPENDIX H
ENVIRONMENTAL & BIOLOGICAL RESOURCES**

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CITY OF DEERFIELD BEACH BEACH MANAGEMENT PLAN

APPENDIX H ENVIRONMENTAL & BIOLOGICAL RESOURCES

1. INTRODUCTION

The City's coastal system, which includes the dry beach and nearshore waters of the Atlantic Ocean, supports a variety of species, habitats, and natural resources that require consideration in the development and implementation of the Plan. These resources include, but are not limited to, sea turtles, manatees, smalltooth sawfish, whales, beach mice, shorebirds, and nearshore hardbottom. These species and habitats are discussed in the following sections.

2. SEA TURTLES

Sea turtles, protected by the Endangered Species Act of 1973 (ESA), utilize the beaches and nearshore reefs along the City's coastline for nesting and foraging. The three most common species that frequent the area include loggerhead sea turtles (*Caretta caretta*), which are listed as threatened, as well as the endangered species of green (*Chelonia mydas*) and leatherback (*Dermochelys coriacea*) sea turtles. Loggerheads dominate the nesting in south Florida and far outnumber the green and leatherback nesting sea turtles in Broward County.

Nesting sea turtles and emergent hatchlings are present on the beaches of the City of Deerfield Beach during the nesting season (March 1 - October 31). The Broward County shoreline is 24.0 miles in length. The City accounts for the northern 1.08 miles, or 4.5% of this shoreline. In 2018, the beaches of Deerfield Beach supported 2% of the sea turtle nests documented in Broward County (FWC, 2019). The distribution of loggerhead, green, and leatherback sea turtle nests and non-nesting emergences within the City of Deerfield Beach between 2014 and 2018 is presented in Table 1 and Figure 1.

Table 1: Sea Turtle Nesting and Non-Nesting Emergences (NNEs) by species within the City of Deerfield Beach between 2014 and 2018.

Year	Nests			NNEs		
	Loggerhead	Green	Leatherback	Loggerhead	Green	Leatherback
2014	67	1	2	77	1	1
2015	71	6	3	99	11	0
2016	57	2	1	81	1	0
2017	61	11	0	74	5	0
2018	53	0	3	70	1	0

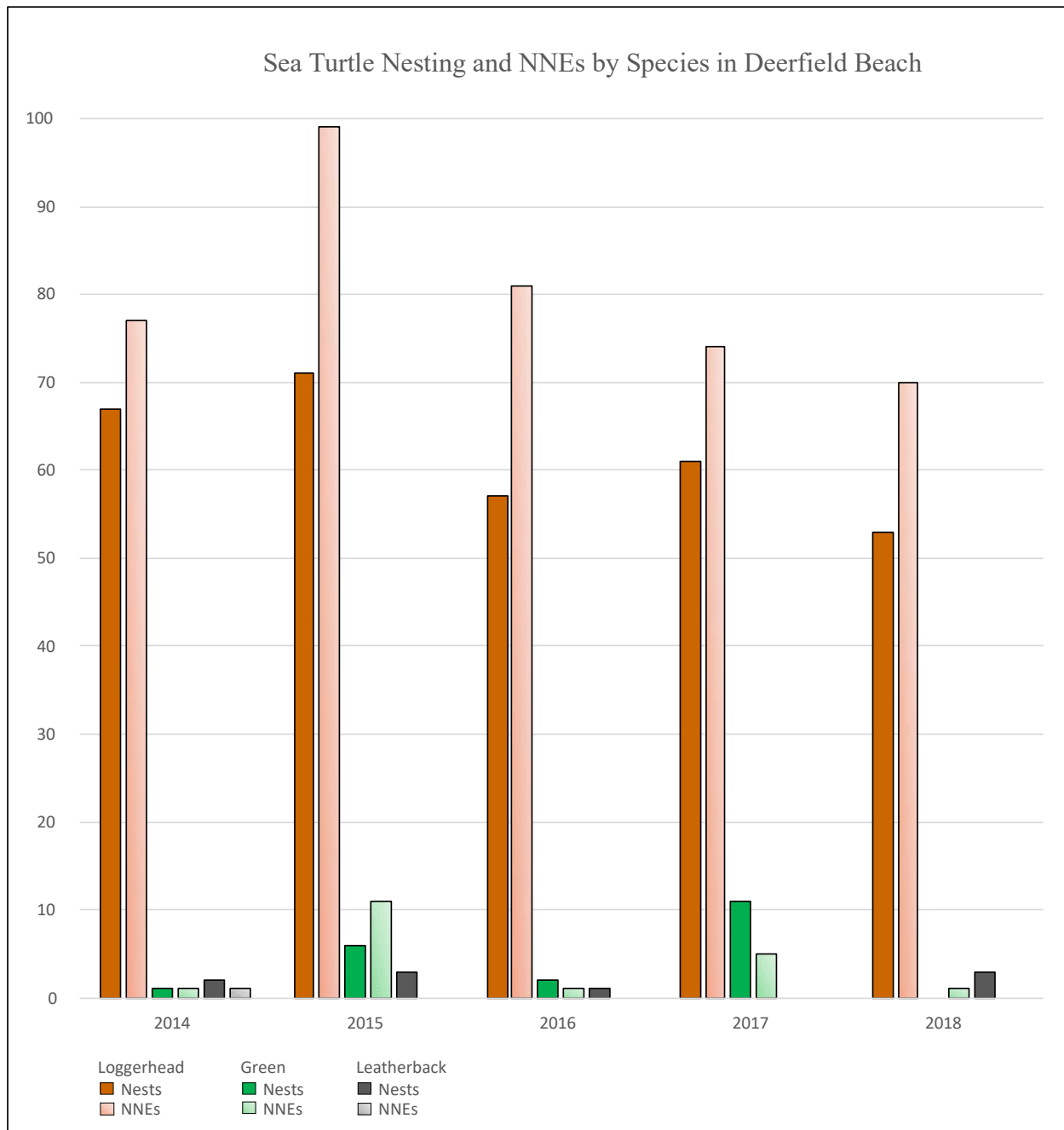


Figure 1: Sea Turtle Nesting and Non-Nesting Emergences (NNEs) by species within the City of Deerfield Beach between 2014 and 2018.

On March 25, 2013, the United States Fish and Wildlife Service (USFWS) proposed critical habitat for the loggerhead sea turtle under the ESA to assist with the conservation of the sea turtles' nesting habitat. The final rule (79 FR 39755) was published on July 10, 2014 and went into effect on

August 11, 2014. The critical habitat areas extend along approximately 685 miles of shoreline fronting the Atlantic Ocean from North Carolina to Florida and the Gulf of Mexico from Florida to Mississippi. Critical habitat area LOGG-T-FL-14 includes the City of Deerfield Beach's shoreline and extends approximately 5.2 miles from the Boca Raton Inlet to the Hillsboro Inlet.

The USFWS determined that protection and special management considerations are required within critical habitat areas to address threats to the essential features of loggerhead sea turtle terrestrial habitat. The primary threats that may impact the habitat are grouped into 12 categories. Ten of these categories apply to the LOGG-T-FL-14 unit (79 FR 39755) and include:

- Recreational beach use
- Predation
- Beach and sand placement activities
- In-water and shoreline alterations
- Coastal development
- Artificial lighting
- Beach erosion
- Climate change
- Human-caused disasters
- Response to natural and human-caused disasters



On July 18, 2013, the National Marine Fisheries Service (NMFS) proposed critical habitat for loggerhead sea turtles to protect nearshore reproductive habitats, winter areas, breeding areas, migratory corridors, and/or *Sargassum* habitat. The final rule (79 FR 39855) was published on July 10, 2014 and went into effect on August 11, 2014. A portion of the critical habitat area LOGG-N-19 includes the City of Deerfield Beach nearshore zone. Unit LOGG-N-19 contains constricted migratory habitat, breeding habitat, and six nearshore reproductive habitat areas.

The unit contains the southern Florida constricted migratory corridor (*i.e.*, high use migratory corridors limited by width) and the southern portion of the Florida concentrated breeding area (*i.e.*, sites with high densities of both male and female adult individuals during the breeding season), which are both located in the nearshore waters starting at the Martin County/Palm Beach County line and extend to the westernmost edge of the Marquesas Keys (excluding the waters under the jurisdiction of NAS Key West). The seaward border follows the 656 ft (200 m) depth contour to the westernmost edge of the Marquesas Keys. This overlaps with the six nearshore reproductive habitat areas; one being located adjacent to the City of Deerfield Beach. The nearshore reproductive area includes nearshore waters starting at the Martin County/Palm Beach County line to the Hillsboro Inlet from the Mean High Water (MHW) line seaward 1.0 mile (1.6 km). The remaining five nearshore reproductive habitat areas are located farther south in Long Key, Bahia Honda Key, Woman Key, Boca Grande Key, and Marquesas Keys.

Future shore protection projects proposed in the City, including in-water and shoreline alterations and beach sand placement activities, should consider potential impacts to loggerhead critical habitat units. Section 7 consultation of the ESA will include terms and conditions that minimize incidental take of turtles.

3. FLORIDA MANATEES

The State of Florida prohibited the killing of the Florida manatee (*Trichechus manatus latirostris*) in 1893, making it one of the first wildlife species in the U.S. to receive protection. The manatee was first listed as endangered under the Federal Endangered Species Preservation Act of 1966, which was subsequently superseded by the 1969 Endangered Species Conservation Act. Later, the manatee became protected under the Marine Mammal Protection Act (MMPA) of 1972. In 1973, it was listed under the ESA and critical habitat was designated in 1976 for the Florida manatee (41 FR 41914). No critical habitat is designated in the City of Deerfield Beach; the nearest critical habitat is located approximately 15 miles north near Boynton Beach. While significant manatee use areas are present within the City of Deerfield Beach (Broward County, 1996), historical use of nearshore Atlantic waters by the manatee has been infrequent.



4. SMALLTOOTH SAWFISH

Since 1992, the smalltooth sawfish (*Pristis pectinata*) has been protected in Florida and later listed as endangered under the ESA on April 1, 2003. It has been protected from international trade since 2007, when it was listed by the Convention on International Trade in Endangered Species (CITES) of Wild Fauna and Flora Appendix I (FWC, 2019). Smalltooth sawfish were once prevalent throughout Florida and were commonly encountered from Texas to North Carolina. Currently, smalltooth sawfish can only be found with any regularity in Southwest Florida between the Caloosahatchee River and the Florida Keys (NMFS, 2019).

A search of the International Sawfish Encounter Database (ISED) found thirty (30) documented sightings of smalltooth sawfish in Broward County between 2009 and 2017. The sightings were reported in the Atlantic Ocean from Deerfield Beach to Hallandale, including near the Deerfield Beach International Fishing Pier, Hillsboro Inlet, Commercial Pier, and Port Everglades. While sightings were reported, fish are mobile; therefore, the lack of an encounter with a smalltooth sawfish does not indicate that they are absent in an area (Frick, pers. comm., 2019).

Deerfield Beach Smalltooth Sawfish Sightings

Deerfield Beach Pier

- 2009 → 1 sighting

Atlantic Ocean

- 2011 → 2 sightings

(Source: ISED)



5. NORTH ATLANTIC RIGHT WHALE

The North Atlantic right whale (*Eubalaena glacialis*), also known as the Northern right whale, has been listed as endangered under the ESA since 1970 (35 FR 18319). It is also listed under CITES Appendix I and protected under the MMPA. The whales are highly migratory and are typically sighted off Florida between November and April. Summering in the feeding and nursery grounds in New England and Canadian waters, the whales migrate southward in winter to the northeastern coast of Florida. The breeding and calving grounds for the right whale occur from Cape Fear, North Carolina to below Cape Canaveral, Florida (NMFS, 2005). Both the foraging area in New England and the calving area in the southeast have been designated as critical habitat for the North Atlantic right whale (81 FR 4838). North Atlantic right whales frequent coastal waters, therefore future projects involving dredging operations would have to consider potential impacts to this species.

6. SOUTHEASTERN BEACH MICE

The southeastern beach mouse (*Peromyscus polionotus niveiventris*), once occurring in populations spanning from Volusia County to Broward County, has undergone extensive fragmentation of its population. This habitat loss is primarily due to erosion caused by northeasters and tropical storms, invasion and succession by exotics, and loss/alteration of dunes associated with coastal development and beach renourishment. This species is no longer found in the southern portion of its historic range (Broward, Palm Beach, and Martin Counties); however, projects constructed in the coastal habitat will need to evaluate the potential effects to beach mice due to dune and/or beach modification (USFWS, 1999; 2008). The southeastern beach mouse was listed as threatened under the ESA on May 12, 1989.



7. SHOREBIRDS

Of the shorebirds occurring in the City of Deerfield Beach, three (3) species are protected:

1. Piping plovers (*Charadrius melodus*) are small, migratory shorebirds that breed in only three geographic regions of North America: on sandy beaches along the Atlantic Ocean, on sandy shorelines throughout the Great Lakes region, and on the river-bank systems and prairie wetlands of the Northern Great Plains (Haig, 1992). The Great Lakes population is listed as endangered under the ESA, whereas the Atlantic Coast and Great Plains populations are listed as threatened (50 FR 50726). Although this species does not breed in Florida, individuals from all three breeding populations winter in Florida. Wintering habitat has been proven a key factor in survival for piping plovers since they may spend 7-8 months per year away from breeding areas (Nicholls and Baldassarre, 1990; USFWS, 2009). Piping plovers are considered threatened throughout their wintering range and are federally protected under the Migratory Bird Treaty Act (MBTA). The closest critical habitat unit to the City of Deerfield Beach is Critical Habitat Unit FL-33, located at the St. Lucie Inlet approximately 70 miles to the north.

Data from the USGS 2011 International Piping Plover Census indicated that a total of fifty-eight (58) wintering piping plovers were observed along south Florida's Atlantic coast (Indian River County to Monroe County). However, no observations were recorded in Broward or Palm Beach Counties. The closest sightings were observed in Martin and Miami-Dade Counties (Elliot-Smith *et al.*, 2015). According to eBird, a database launched by the Cornell Lab of Ornithology and National Audubon Society, there have been five (5) piping plover sightings between the Deerfield Beach International Fishing Pier and South Inlet Park in Boca Raton since 2008 (eBird, 2019).

Piping Plover Sightings

Boca Raton Beach

- 2008 → 1 sighting
- 2010 → 2 sightings
- 2017 → 1 sighting

South Inlet Park

- 2016 → 1 sighting

(Source: eBird Database)



2. Least terns (*Sternula antillarum*) are small, black-capped seabirds that can be found in most coastal areas of Florida, including estuaries and bays (FNAI, 2001). Their range includes the U.S. Atlantic and Gulf coasts, Midwest and Great Plains states, Mexico, and down to northern Argentina (FNAI, 2001).



Least terns are migratory and generally begin nesting in mid-April in central and southern

Florida and in May in

northern Florida. Least terns are generally not found in Florida from November to February (FNAI, 2001). The USFWS listed the interior least tern populations (Midwest and Great Plain states) as endangered under the ESA (50 FR 21784). In Florida, the least tern is a state-designated threatened species. Least terns are also federally protected under the MBTA. There is no critical habitat designated for this species.

According to eBird (2019), there have been one hundred and eighty-nine (189) least tern sightings between South Inlet Park in Boca Raton and SE 10th Street (near the Embassy Suites Resort) since 2012 (eBird, 2019).

3. The red knot (*Calidris canutus*) is a medium-sized shorebird with a circumpolar breeding season distribution and migrates to coasts around the world, traveling up to 9,000 miles. In 2006, the USFWS issued a Candidate Notice of Review (CNOR)

to list the rufa red knot (*Calidris canutus rufa*) under the ESA (71 FR 53756). After several reviews, the species was listed as threatened under the ESA in 2014 (79 FR 73706). Rufa red knots are also federally protected under the MBTA. A research of the eBird database only returned three (3) red knot sightings near the City of Deerfield Beach (eBird, 2019)).

Least Tern Sightings

South Inlet Park

- 2012 → 6 sightings
- 2014 → 2 sightings
- 2015 → 1 sighting

Boca Raton Beach

- 2009 → 19 sightings
- 2010 → 45 sightings
- 2011 → 3 sightings
- 2012 → 30 sightings

Deerfield Beach Pier

- 2013 → 5 sightings
- 2014 → 4 sightings
- 2015 → 5 sightings
- 2016 → 3 sightings
- 2017 → 2 sightings
- 2018 → 9 sightings

Deerfield Beach Pier south to SE 10th Street

- 2013 → 4 sightings
- 2015 → 18 sightings
- 2016 → 25 sightings
- 2017 → 8 sightings

(Source: eBird Database)

Red Knot Sightings

South Inlet Park

- 2018 → 2 sightings

Hillsboro Inlet

- 2018 → 1 sighting

(Source: eBird Database)



8. NEARSHORE HARDBOTTOM

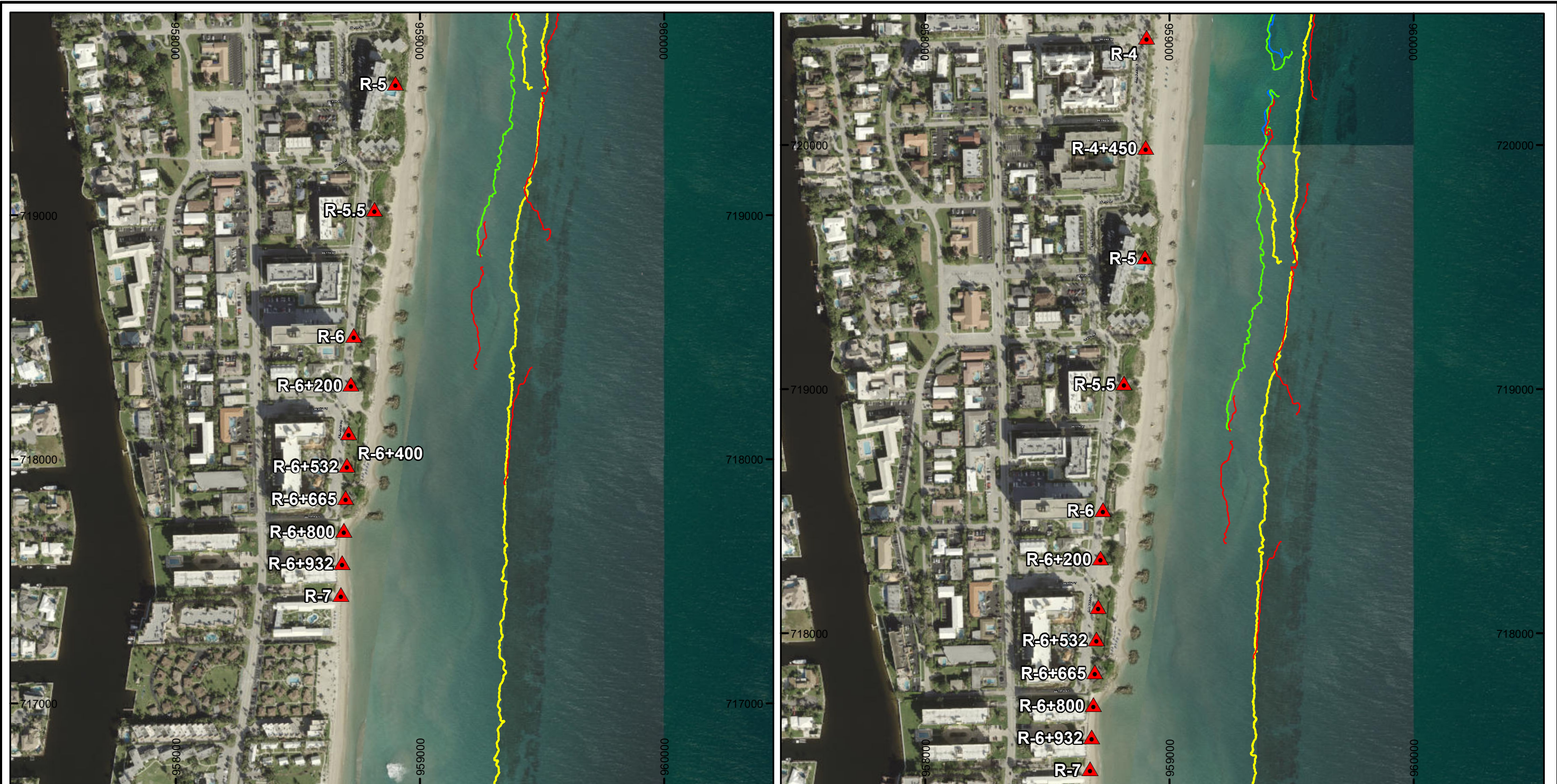
The nearshore hardbottom present along the Deerfield Beach shoreline is part of the reef tract of continental southeast Florida that extends from offshore south Miami northward to West Palm Beach. Walker *et al.* (2008) classifies the hardbottom along Deerfield Beach as shallow ridge and shallow colonized pavement. Monitoring of the nearshore hardbottom resources has been conducted since 2010 in association with the 2011 and 2015 Hillsboro/Deerfield Beach Nourishment Projects. Monitoring included diver verified hardbottom edge mapping and benthic characterization (CSA, 2011a, 2011b, 2013a, 2013b, 2015; CB&I, 2015; Pinnacle, 2016, 2018).



Results from the above monitoring efforts concluded that the nearshore hardbottom community is dominated by sediment, turf algae and macroalgae functional groups. Several genera of macroalgae were observed, including green (*Caulerpa*, *Dasycladus*, and *Halimeda*), brown (*Dictyota*) and red (*Dasya* and *Hypnea*) macroalgae genera. The hardbottom also supports other functional groups including hydroids, crustose coralline algae, sponges, scleractinia and octocorals. Coral colonies that have been documented on this hardbottom formation include, but are not limited to, *Siderastrea siderea*, *Solenastrea bournoni*, *Eunicea* sp., *Antillogorgia* sp. and *Pterogorgia* sp.

Based on recent permitting requirements for projects within Broward County and elsewhere in the state of Florida, additional hardbottom monitoring will be necessary for future projects. The previous monitoring provides an understanding of the performance and the coastal response due to prior projects, but it is anticipated that updated data will be necessary as additional projects are implemented.

North of Hillsboro Inlet in Broward County, the inner reef nearshore ridge complex runs parallel to shoreline. Figure 2 presents the nearshore hardbottom edge along the City of Deerfield Beach for the years 2016, 2017, 2018 and 2019. Pinnacle Ecological, Inc. mapped the edge in 2016 and 2017, and APTIM mapped the edge in 2018 and 2019 (APTIM, 2018; APTIM, 2019).

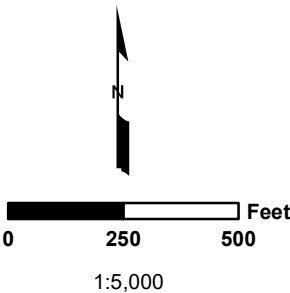


Notes:

- Coordinates are in feet based on the Florida State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD 83).
- Background imagery is from ESRI Imagery basemap, dated December 16, 2017.

Legend:

- ▲ Monument
- 2016 hardbottom edge (Pinnacle Ecological, Inc.)
- 2017 hardbottom edge (Pinnacle Ecological, Inc.)
- 2018 hardbottom edge (APTIM)
- 2019 hardbottom edge (APTIM)



TITLE: Beach Management Plan for the City of Deerfield Beach, Florida FDEP R-Monuments Location and Most Recent Hardbottom Edge Lines			
 2481 N. W. Boca Raton Boulevard Boca Raton, FL 33431 Ph. (561) 391-8102 Fax (561) 391-9116			
Date: 08/05/19	By: MS	Comm No. : 631224991	Figure No.: 2

9. DUNE VEGETATION

The beach dune area in the City of Deerfield Beach is described by the Florida Natural Areas Inventory (FNAI) as an active coastal dune influenced by the marine environment with sand substrate, xeric conditions, and a vegetative community consisting of salt-spray tolerant grasses and herbs. The frontal dune area is dominated by sea grapes (*Coccoloba uvifera*) and perennial grasses such as sea oats (*Uniola paniculata*) and bitter panicgrass (*Panicum amarum*). The grasses help build the community by trapping wind-blown sand with their stems and continually growing upward to keep pace with sand burial. Also found growing adjacent to sea oats are the succulent subshrub beach elder (*Iva imbricata*), dune sunflower (*Helianthus debilis*) and beach star (*Cyperus pedunculatus*), which is an endangered state-listed species in Florida. Moving seaward, the habitat is less stable due to annual spring tides or storm tides. This area consists of annual plants such as railroad vine (*Ipomeoa pescaprae*) and sea rocket (*Cakile lanceolata*) (FNAI, 2010). The dune area south of the Deerfield Beach International Fishing Pier is more landscaped than other areas of the City and consists of turf grass and palm trees.

The environmental forces (*i.e.*, wind and water) that shape the dune environment regularly expose the dune plants to salt spray, sand burial, and occasional high tides and storm waves. The dune vegetation is adapted to either withstand these stressors or quickly re-colonize following a disturbance. Their ability to colonize and gradually build the dune community creates habitat for other species such as shorebirds and beach mice.

10. IMPLICATIONS

Beach management in the City will require careful consideration of the coastal environment, both upland and offshore. Environmental permits from federal, state, and county regulatory agencies may be required, depending on project scope and location. Potential environmental effects should be defined and alternatives developed to avoid and minimize potential impacts.

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**BEACH MANAGEMENT PLAN
DEERFIELD BEACH, FLORIDA**

**APPENDIX I
STATE FUNDING PROCEDURES**

Prepared for:

**City of Deerfield Beach
Broward County, Florida**

Prepared by:

Aptim Environmental & Infrastructure, LLC

**BEACH MANAGEMENT PLAN
DEERFIELD BEACH, FLORIDA**

**APPENDIX I
STATE FUNDING PROCEDURES**

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BEACH MANAGEMENT PLAN DEERFIELD BEACH, FLORIDA

APPENDIX I STATE FUNDING PROCEDURES

The State funding request process is detailed in the following five (5) step procedure.

Step 1 - Application

The City can formally apply once a year for funding made available for the next fiscal year. The Department publishes a call for Local Government Funding Request (LGFR) applications addressed to coastal stakeholders outlining the application process, requirements, and deadlines. Applications are accepted by the Florida Department of Environmental Protection (FDEP) prior to each legislative session, typically during the summer; appropriated funds become available at the beginning of the following fiscal year (July 1st) following legislative appropriations. The percent cost sharing that the state can contribute is proportionately related as half (50%) of the length of “eligible shoreline” determined by a metric that involves public access, parking, and other specified public facilities (i.e. bathrooms) available to beach goers. If the entire project area is deemed 100% publicly accessible, then the state can cost share in up to 50% of the costs; if for example only 60% of the shoreline is deemed to be accessible, then the state can share in up to 30% of the project costs. With abundant public access, public parking, and public bathrooms, the City should be eligible for 50% cost sharing for sand placement within the City. Based on the FY 2020/2021 LGFR project assessment by the FDEP, the Feasibility phase of the Deerfield Beach Project has a 50% state cost sharing percentage, the maximum available.

Step 2 – Department Review & Ranking

The application is reviewed by the FDEP staff based on the authority in Sections 161.101 and 161.143, F.S., and the procedures outlined in Chapter 62B-36 F.A.C. to determine if it qualifies for State funding. During this review, the staff will also assign a total point score on the basis of the criteria in Section 62B-36.008 FAC. Finally, the staff will file with the Director, Office of Resilience and Coastal Protection, a project assessment for the proposed project (and each eligible application received) based upon the review criteria in the rules and governing statutes. The total funding available from the Legislature for these projects was limited to \$50 million during the 2019/2020 fiscal year, and generally fluctuates around this number from year to year. Any ranked projects that push the total costs over the legislated budget are placed on an “Alternative Project List.”

Step 3 – Department Funding Request

The FDEP Secretary will then prepare a prioritized list of all recommended applications evaluated by the staff for the upcoming budget year for inclusion in the Fixed Capital Outlay Local Government Funding Request. Once reviewed and approved, the list of prioritized applications will be submitted to the Legislature as part of the regular legislative budget process for FDEP. The Legislature receives and considers an explanation of the applicant's request and the results of the Department's evaluation of the project application.

Step 4 – Legislative Appropriation

The Legislature will review the budget request and has the discretion to accept, reject, or modify the project list provided by the Secretary. Approval of an application by the Legislature constitutes a commitment of state funds for the project and is treated as a mandate to FDEP to continue the formal project review process, pursuant to Section 62B-36.009 FAC.

Step 5 – Project Agreement

Upon receipt, review, and approval by the staff of a completed and updated application, FDEP will prepare a project agreement for execution with the local sponsor. The execution of the project agreement by FDEP and the local community is the final step to secure State funding in a contract. Once the funding is secured, establishment of an Erosion Control Line will be required if the dry beach is widened to delineate between private and public (County and local) uplands and newly created public (state) lands (The City has an Erosion Control Line only at the south end of the City). Funding is then provided on a reimbursable basis per the agreement and related reporting requirements.

**BEACH MANAGEMENT PLAN
DEERFIELD BEACH, FLORIDA**

**APPENDIX J
RESPONSES TO PUBLIC COMMENTS**

Prepared for:

**City of Deerfield Beach
Broward County, Florida**

Prepared by:

Aptim Environmental & Infrastructure, LLC

City of Deerfield Beach Public Survey Results										
Timestamp	Do you live in Deerfield Beach?	What do you love most about our beach?	How often do you visit the beach?	What are some of the reasons you come to Deerfield Beach?	What challenges do you face when visiting then beach?	Which areas of marine conservation would you like to see implemented or continued?	The City of Deerfield Beach has taken a variety of steps to protect the beach. Which of these measures do you like?	How do you feel about special events being held on the beach?	What areas of the provided outline would you like emphasized?	How can we improve your experience on our beach?
8/15/2019 15:31:40	No	The environment!	Seldom	Food and drinks.	Parking availability, Too many people, Lack of transportation options (bike, walk, bus, etc.), Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation	Too many	Resiliency Considerations for Sea Level Rise	
8/15/2019 17:07:39	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability, Litter, No dunes protecting from erosion. Beach is too small	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series, Native dunes	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Too big (crowded), Trash left after	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	Build dunes and clean up trash
8/20/2019 12:50:56	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, visity shops and restaurants	Too many people	Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events	Too few	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	bus service from remote parking
9/5/2019 16:40:21	Full-time resident	Public access	Every so often	Sunbathing/Relaxing	Parking availability, Not enough activities	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise	
9/5/2019 16:42:34	Full-time resident	Grassy berm	Regularly	Swimming/Snorkeling /Diving, enjoying the ocean/wildlife	seaweed	Reef-related research	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events	Just enough	Resiliency Considerations for Sea Level Rise	
9/5/2019 16:52:12	Less than six months/year	All of the above plus the beach itself	Regularly	Sunbathing/Relaxing	Parking availability	Beach cleanups	Beach Nourishment - adding sand to combat erosion	Just enough	Shoreline Management Activities	Have a better rate for the umbrella's and chairs for seasonal residents.
9/5/2019 16:59:33	Full-time resident	Public access	Every so often	Sunbathing/Relaxing, Walking	Parking availability	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Too big (crowded)	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	
9/5/2019 17:01:52	Full-time resident	It private beach status	Regularly	Sunbathing/Relaxing	Too many people	Beach cleanups	Beach Nourishment - adding sand to combat erosion	Just enough	Shoreline Management Activities	
9/5/2019 17:02:03	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability	Reef-related research	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough		

City of Deerfield Beach Public Survey Results										
Timestamp	Do you live in Deerfield Beach?	What do you love most about our beach?	How often do you visit the beach?	What are some of the reasons you come to Deerfield Beach?	What challenges do you face when visiting then beach?	Which areas of marine conservation would you like to see implemented or continued?	The City of Deerfield Beach has taken a variety of steps to protect the beach. Which of these measures do you like?	How do you feel about special events being held on the beach?	What areas of the provided outline would you like emphasized?	How can we improve your experience on our beach?
9/5/2019 17:11:20	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Paddle board	Parking availability, Irma reduced beach space	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Recreational/Economic Benefits, Shoreline Management Activities	Add more Deerfield resident sticker parking areas
9/5/2019 17:14:47	Full-time resident	Beach is clean, peaceful. Well-guarded as far as lifeguards & sheriff patrols. Also love grassy berm.	Regularly	Sunbathing/Relaxing, Really appreciate the huts for shade & rain cover!	N/A	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series, Beach erosion	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion, I also appreciate the steps taken to beautify the beach area, such as the pavers, the signage, etc.	Just enough	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities, Each erosion, red tide, seaweed	Solve seaweed problem.
9/5/2019 17:15:52	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Surfing, Swimming/Snorkeling /Diving, Fishing	Parking availability, Lack of transportation options (bike, walk, bus, etc.), Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series, dunes/vegetation	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	DO NOT BUILD THE MASSIVE AND EXPENSIVE BUILDING NORTH OF THE PIER, please you can do better with less money
9/5/2019 17:40:24	Full-time resident	Convenience	Regularly		Parking availability, too many dogs on the sidewalk. Please don't understand that the word boardwalk really means sidewalk	Sea turtle conservation and protection, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events	Too many	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	Enforce the no-dog issue. They are always there. Traffic is a nightmare. why don't you close off the road to traffic and make it a pedestrian way...it would be safer
9/5/2019 17:46:55	Full-time resident		Seldom		Not dog friendly. You can't even sit on a bench with your dog at 7 am and watch the sunrise.	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Too many	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits	Make it dog friendly. I understand that the beach is not big enough for a separate dog area but allow dogs at least at certain hours/times on the boardwalk when it's not usually used. E.g. early mornings for sunrise watching Monday - Thursday. There is probably almost nobody there at 6 or 7 am during the week and that is when most dog owners walk their dogs in Florida (the pavement is too hot for them to walk on later). We'd love to be able to just walk to the beach in the morning, sit on a bench with our dogs, sip a coffee and watch the sunrise. We were able to do that when we lived in Fort Lauderdale and were very disappointed that we couldn't enjoy it anymore after we moved to DFB.

City of Deerfield Beach Public Survey Results										
Timestamp	Do you live in Deerfield Beach?	What do you love most about our beach?	How often do you visit the beach?	What are some of the reasons you come to Deerfield Beach?	What challenges do you face when visiting then beach?	Which areas of marine conservation would you like to see implemented or continued?	The City of Deerfield Beach has taken a variety of steps to protect the beach. Which of these measures do you like?	How do you feel about special events being held on the beach?	What areas of the provided outline would you like emphasized?	How can we improve your experience on our beach?
9/5/2019 17:55:07	Full-time resident	Convenience	Every so often	Swimming/Snorkeling /Diving	Parking availability	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series, Climate changes		Too few	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	
9/5/2019 19:46:45	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing		Reef-related research	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events	Just enough	Resiliency Considerations for Sea Level Rise	
9/5/2019 20:38:13	Less than six months/year	Convenience	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability, Litter	Beach cleanups	Dunes/Vegetation, Nice looking cement barrier instead of the very ugly screen that is used	Just enough	Shoreline Management Activities	Through the many many years that I have been coming there I have noticed the beach becoming dirtier.
9/5/2019 20:39:11	Full-time resident	Quietness of southern part of beach	Regularly	Nature	We have a "no smoking area" that the City neglects to let public know. We could put flags up asking people to refrain from smoking from lifeguard 7to 8. We know it can't be enforced But we could be st	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise	You could put American flags on each lifeguard stand. There are already pole holders for the flag on the stands. There's nothing wrong with Deerfield Beach being known as the most patriotic beach in the USA.
9/5/2019 20:48:22	Full-time resident	Dunes / Sea Oats	Regularly	Swimming/Snorkeling /Diving	Litter, Seaweed	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation	Too many	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities, Sargasso mitigation	Be proactive and smart ; do not be reactive.
9/6/2019 7:55:44	Full-time resident	Grassy berm	Every so often	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability, Too many people, Not enough amenities	Sea turtle conservation and protection, Beach cleanups	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Vendors generally not of a high quity. Art show should be more selective (juried)	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	Improve looks of bandshell / parking are . Currently an eyesore
9/6/2019 9:32:09	Full-time resident	Public access	Regularly	Public Access	Lack of transportation options (bike, walk, bus, etc.)	Sea turtle conservation and protection	Beach Nourishment - adding sand to combat erosion			

City of Deerfield Beach Public Survey Results										
Timestamp	Do you live in Deerfield Beach?	What do you love most about our beach?	How often do you visit the beach?	What are some of the reasons you come to Deerfield Beach?	What challenges do you face when visiting then beach?	Which areas of marine conservation would you like to see implemented or continued?	The City of Deerfield Beach has taken a variety of steps to protect the beach. Which of these measures do you like?	How do you feel about special events being held on the beach?	What areas of the provided outline would you like emphasized?	How can we improve your experience on our beach?
9/6/2019 10:30:19	Full-time resident	Public access	Every so often	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	I go when there are not many there, so I have no problems	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Recreational/Economic Benefits	Keep the view of the ocean clear from the road.
9/6/2019 11:09:27	No	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Fishing	Parking availability, Too many people, Not enough activities, Not enough amenities	Sea turtle conservation and protection, Reef-related research, Educational series	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Too many	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	
9/6/2019 12:29:36	Full-time resident	Public access	Every so often	Sunbathing/Relaxing	Parking availability, Litter	Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise	Keep public bathroom clean.
9/6/2019 12:44:26	Full-time resident	Convenience	Every so often	Sunbathing/Relaxing, Fishing	Not enough activities, Not enough amenities	Reef-related research	Beach Nourishment - adding sand to combat erosion	Too few	Shoreline Management Activities	
9/6/2019 13:43:39	Full-time resident	Public access	Regularly	Walking/exercise	Parking availability, Too many people, Litter	Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Too big (crowded)	Shoreline Management Activities	
9/7/2019 6:40:04	Full-time resident	Public access	Regularly	Sunbathing/Relaxing	Litter	Sea turtle conservation and protection, Beach cleanups	Grassy berms/access	Just enough		
9/7/2019 12:08:30	Full-time resident	Public access	Regularly	Fishing	Parking availability, Lack of transportation options (bike, walk, bus, etc.), Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events	Just enough	Shoreline Management Activities	change management
9/7/2019 12:15:57	No		Never		Litter	Sea turtle conservation and protection, Beach cleanups	Dunes/Vegetation	Too big (crowded)		
9/7/2019 15:42:46	Full-time resident	Volleyball courts	Regularly	Swimming/Snorkeling /Diving, Fishing, Volleyball	Parking availability	Sea turtle conservation and protection, Beach cleanups, Reefs	Dunes/Vegetation	Survey is cut off	Survey is cut off	Cater to your residents first

City of Deerfield Beach Public Survey Results										
Timestamp	Do you live in Deerfield Beach?	What do you love most about our beach?	How often do you visit the beach?	What are some of the reasons you come to Deerfield Beach?	What challenges do you face when visiting then beach?	Which areas of marine conservation would you like to see implemented or continued?	The City of Deerfield Beach has taken a variety of steps to protect the beach. Which of these measures do you like?	How do you feel about special events being held on the beach?	What areas of the provided outline would you like emphasized?	How can we improve your experience on our beach?
9/7/2019 22:41:30	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Fishing	Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series, Sustainable alternatives	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Too few	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	Boardwalk or blue mat path from 4th ct path for when sand gets too hot
9/7/2019 23:30:14	Full-time resident	Clean and Safe	Every so often	Sunbathing/Relaxing, Walk the boardwalk, eat at the great restaurants.	Parking availability	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits	
9/8/2019 7:20:05	Full-time resident	Grassy berm	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Litter	Reef-related research, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Shoreline Management Activities	
9/8/2019 10:24:50	Full-time resident	Public access	Every so often	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Mountains of Sargaso Grass (seaweed). It should be cleaned daily.	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Recreational/Economic Benefits, Shoreline Management Activities, Removal of the disgusting seawood daily.	Removal of the seaweed (dead grass). It smells, and I'm sure it affects tourism adversely. Many will not go on the beach because of this. Also, the grade on the beach is very steep. Pompano Beach cleans up the seawood, and the grade is not nearly as steep.
9/8/2019 11:27:19	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Surfing, Swimming/Snorkeling /Diving, SUP,clean the beach everyday at sunrise	Parking availability, Not enough amenities, Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series, reinforce the rules, no dogs at the beach	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough, Too big (crowded)	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities, take that mobile trailer out of the beach, is dirty and affect all of us, but don't use our tax money for that	
9/8/2019 11:31:47	Full-time resident	Grassy berm	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Walking the Boulevard	Parking availability, Litter, Skate boards on sidewalk	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	Just love our beach

City of Deerfield Beach Public Survey Results										
Timestamp	Do you live in Deerfield Beach?	What do you love most about our beach?	How often do you visit the beach?	What are some of the reasons you come to Deerfield Beach?	What challenges do you face when visiting then beach?	Which areas of marine conservation would you like to see implemented or continued?	The City of Deerfield Beach has taken a variety of steps to protect the beach. Which of these measures do you like?	How do you feel about special events being held on the beach?	What areas of the provided outline would you like emphasized?	How can we improve your experience on our beach?
9/8/2019 11:41:10	Less than six months/year	Grassy berm	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Just enough	Recreational/Economic Benefits, Shoreline Management Activities	
9/8/2019 15:11:36	Full-time resident	Public access	Regularly	walking	dogs	Educational series	Beach Nourishment - adding sand to combat erosion	Every weekend and week days, also - As much and as many as possible	Recreational/Economic Benefits	Thanks for keeping DFB maintained/clean/esp public restrooms & they're open early
9/8/2019 18:57:19	Full-time resident	Grassy berm	Regularly	Walking along the sidewalk, as you call it the boardwalk as you call it the boardwalk..	Too many people, On the boardwalk: skateboarders, bicycles, roller blades, dog poop..	Beach cleanups	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Just enough	Shoreline Management Activities	Increase in ranger patrols,, citations for violations,, bicycles, skateboards, rollerblading, dogs, it is dangerous this year with rollerbladers.. Dog poop on the boardwalk three three
9/8/2019 19:01:50	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Too few	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	
9/8/2019 19:14:25	Full-time resident	Convenient and family friendly	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Fishing	Parking availability, Many unused dfb rentals	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	Less dfb beach rentals in areas that are used by residents, more sticker parking in season
9/8/2019 19:25:06	Full-time resident	Convenience	Every so often	Sunbathing/Relaxing	Parking availability, Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	
9/8/2019 19:31:36	Full-time resident	It's a beautiful beach when its clean	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Paddleboarding , dining	Parking availability, Too many people, Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series, Implement a "leave no trace" ordinance!...educate our visitors on it and on Sea turtle conservation and protection and partner w businesses to do so	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion, Nix the new pavilion design!!	Too big (crowded), The litter left behind is a disgrace...if we can't manage it, we shouldn't host it. 4th of July especially ...being it's nesting season, we shouldn't celebrate on the beach.	Marine conservation and protection	Start respecting it and protecting it

City of Deerfield Beach Public Survey Results										
Timestamp	Do you live in Deerfield Beach?	What do you love most about our beach?	How often do you visit the beach?	What are some of the reasons you come to Deerfield Beach?	What challenges do you face when visiting then beach?	Which areas of marine conservation would you like to see implemented or continued?	The City of Deerfield Beach has taken a variety of steps to protect the beach. Which of these measures do you like?	How do you feel about special events being held on the beach?	What areas of the provided outline would you like emphasized?	How can we improve your experience on our beach?
9/8/2019 19:33:08	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Sightseeing, nightlife	Parking availability, Not enough activities	Sea turtle conservation and protection, Beach cleanups		Too few	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	More nightlife activities and watercraft activities
9/8/2019 19:33:55	Full-time resident	Public access	Every so often	Swimming/Snorkeling /Diving	Parking availability	Reef-related research	Dunes/Vegetation	Just enough	Shoreline Management Activities	
9/8/2019 19:53:05	Less than six months/year	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Nearby restaurants and cafes	Parking availability, Lack of transportation options (bike, walk, bus, etc.)	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	Do everything possible to keep the beach in good condition to be enjoyed be the public.
9/8/2019 19:57:07	Full-time resident	Public access	Regularly	Walking/exercise	Parking availability, Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	Implement more was in which visitors and beach goers can help keep the beach clean.
9/8/2019 20:22:27	Full-time resident	The water	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Fishing	Parking availability, Too many people, Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise	
9/8/2019 20:58:45	Full-time resident		Every so often	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability, Lack of transportation options (bike, walk, bus, etc.)	Reef-related research, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events	Just enough	Shoreline Management Activities	
9/8/2019 21:18:06	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Lack of transportation options (bike, walk, bus, etc.), Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation	Too big (crowded)	Resiliency Considerations for Sea Level Rise	More bike racks
9/8/2019 21:20:34	Full-time resident	Convenience	Regularly		Parking availability		Nothing	Too few	Recreational/Economic Benefits	

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9/8/2019 22:11:01	Full-time resident	All of the above and how the buidings are not extremely tall and over powering	Regularly	Sunbathing/Relaxing	Litter	Alll of the above	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	
9/8/2019 22:37:16	Full-time resident	Grassy berm	Regularly	Sunbathing/Relaxing, Surfing, Swimming/Snorkeling /Diving, restaurants	nothing. it's a hidden gem	Sea turtle conservation and protection, Reef-related research	Nothing	Just enough	Shoreline Management Activities	Keep it constant as always. Maybe more norkle reefs.
9/9/2019 6:27:29	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Surfing	Litter	Beach cleanups	Dunes/Vegetation	Too many	Recreational/Economic Benefits	
9/9/2019 8:06:36	Full-time resident	Convenience	Regularly	Swimming/Snorkeling /Diving	Parking availability, Too many people, beach chair/umbrella service consuming space	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Just enough, Too big (crowded)	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	the beach chair/umbrella service should only be placed on the beach with a paying customer and not for advertising.
9/9/2019 8:37:51	Full-time resident	Convenience	Regularly	Restaurants, beachcleaning, hangout	Parking availability, Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation	Just enough	Shoreline Management Activities	More education and beach cleanups for residents
9/9/2019 8:41:03	Full-time resident	Convenience	Every so often	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability, Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events	Just enough	Shoreline Management Activities	
9/9/2019 8:56:02	Less than six months/year	Grassy berm	Regularly	Sunbathing/Relaxing	Not enough amenities	Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise	
9/9/2019 8:59:51		Convenience	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability, Dogs and people smoking		Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Too many, Too big (crowded)	Recreational/Economic Benefits	Encorce no smoking....you visit the beach for fresh air but have to breath cigar and cigarette smoke

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9/9/2019 9:16:40	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Lack of bike racks	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Too few	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	
9/9/2019 9:20:43	Full-time resident	Public access	Every so often	Sunbathing/Relaxing, Surfing, Swimming/Snorkeling /Diving	Too many people	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	
9/9/2019 9:49:47	Full-time resident	Grassy berm	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation	Just enough	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	
9/9/2019 10:02:45	Full-time resident	Grassy berm	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Walking	Parking availability, Too many people, Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Too big (crowded)	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	Please provide more options for Deerfield beach only residents for parking and access. Please put more of the old style (multiple bikes) bike racks back. And please if you are going to offer recycling bins, use them for recycling which is not the current case. Thank you!
9/9/2019 10:17:33	No	Public access	Every so often	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability, Not enough amenities	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events	Too many	Shoreline Management Activities	More parking, a playground for young children (waterfountains), clean up the algae
9/9/2019 10:19:51	Full-time resident	Resident parking but I wish there were way more spots	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability, Too many people, Litter	Reef-related research, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Shoreline Management Activities	Ban smoking! I cleaned up on my own at the beach very often, and I find thousands of cigarette butts! Plus it's disgusting when you're sitting there and smoke is being blown into your face!

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9/9/2019 10:42:23	Full-time resident	Grassy berm	Regularly	Sunbathing/Relaxing	Too many people, Not enough amenities, Litter	Sea turtle conservation and protection, Reef-related research	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough, Too big (crowded)	Shoreline Management Activities	
9/9/2019 11:00:27	Full-time resident	Grassy berm	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	no Smoking	Reef-related research, Educational series				
9/9/2019 11:13:04	Full-time resident	Convenience	Every so often	Sunbathing/Relaxing	Parking availability, Too many people, Company that rents beach chairs & umbrellas hog space. That company sets chairs when there is no demand; they "reserve" the beach space for their \$\$\$ and this reduces spaces for Deerfield taxpayers.	Sea turtle conservation and protection, Beach cleanups	Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Too many	Resiliency Considerations for Sea Level Rise	Restrict the company renting umbrellas & chairs to one small section of the beach when they pre-place chairs & umbrellas. If the customer wants the chair & umbrella in another space, either the customer or the rental employee can move the chair & umbrella to a more preferred location. Restricting Deerfield Beach taxpayers to what is left over space is not respecting the Deerfield Beach residents. Mostly, we are crowded off the beach into the cement rocks.
9/9/2019 11:58:55	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Fishing	Parking availability, Too many people	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough, Keep them coming... Great events	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	Keeping outsiders in order especially during festivals where they bring their own grills with is hazardous and very loud music and don't clean up from their selves.
9/9/2019 12:00:16	Full-time resident	Convenience	Regularly	walking, relaxing watching the sunrise	Too many people	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events	Just enough	Recreational/Economic Benefits, Shoreline Management Activities	Need to educate people not to litter so much, maybe put some signs to remind people not to leave their trash, also the trash cans in the beach are too small, the trash cans are always over flowing
9/9/2019 12:12:25	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Kids area	Sea turtle conservation and protection, Reef-related research, Beach cleanups			Recreational/Economic Benefits	With a nice kids area

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9/9/2019 12:27:59	Full-time resident	Grassy berm	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, eating - bars-entertainment		Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Windscreen - used to keep sand on beach during high wind events	Too few	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	Lets get some snorkeling areas closer to shore for beginners and-drop rocks further for more advanced snorkeling..Also a marked water pathway south of the pier for paddle boards and snorkelers so they can come and go play beyond the boat buoys . Deerfield's hidden treasure is it is a great place to snorkel. Tourists are always asking for info when they see me and friends with snorkel equipment
9/9/2019 12:34:50	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Surfing, Swimming/Snorkeling /Diving, Fishing	Parking availability, Not enough amenities, Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Too big (crowded)	Shoreline Management Activities	ACTUAL residents should be able to park anywhere with a sticker. The cost a lot for such limited access to parking. Non US tags everywhere...
9/9/2019 12:36:10	Full-time resident	Grassy berm	Regularly	Sunbathing/Relaxing, Surfing, Swimming/Snorkeling /Diving, Fishing	Parking availability, Too many people	Sea turtle conservation and protection, Reef-related research, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events	Too few	Shoreline Management Activities	
9/9/2019 12:39:01	Full-time resident	Grassy berm	Regularly	Sunbathing/Relaxing, Surfing, Swimming/Snorkeling /Diving, Fishing, Walks	The harassment from the lady in the RV.	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation	Too few	Recreational/Economic Benefits	The woman in the RV is a pain in everyones ass. Either her property lines are not marked properly or she just likes to bother people. Some people can walk by on the outside of her rope. Others cant. Certain times of day bring different hassles. Where is her line and why do I have to be harrassed by her if I make a noise and her dogs bark? BSO signs APPEAR to mark her property lines but she says she owns more. If thats the case...Then mark it! Dont lead people to believe that they are on public property and then pull private property benefits. Thats BS. And she video tapes people and posts stuff online along with negative comments about them. Please do not buy her property....thats what she wants. Just make her life hell like she does ours. <i>Stupid bitch</i>
9/9/2019 13:05:31	Full-time resident	Convenience	Every so often	Walking	Lack of restrooms	Pet litter enforcement		Just enough		Provide beach goers with the dignity of having a decent restroom , not 3rd world disgusting , filthy place.
9/9/2019 13:26:06	Less than six months/year	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	No room to sit from beach erosion	Beach cleanups	Beach Nourishment - adding sand to combat erosion	Too few	Resiliency Considerations for Sea Level Rise	Replenish the sand after erosion and what's with all the blue umbrellas and chairs taking up way too much room ?

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9/9/2019 13:28:40	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Volleyball		Sea turtle conservation and protection, Reef-related research, Beach cleanups	Windscreen - used to keep sand on beach during high wind events	Too few	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	
9/9/2019 13:39:58	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Surfing, Swimming/Snorkeling /Diving	Not enough amenities, Litter	Sea turtle conservation and protection, Beach cleanups	Beach Nourishment - adding sand to combat erosion	Too few		the sand is dirty real dirty,whatever the current sand cleanup system is has failed. city of Huntington Beach, Newport Beach & Seal Beach have figured it out, send someone to learn how they did it.....hell send me i need a job "sand ambassador" . new resident Trevor Rennick
9/9/2019 13:53:57	Less than six months/year	All of the above	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Litter, Other people's smoke. Cigarettes, cigars, marijuana	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series, Fine restaurants for using any plastics	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	Forbid restaurants within 5 miles of beach to use plastics for their take out. Implement a parking refund/credit for picking up trash. Maybe .50 cents to \$1.00 per pound picked up and weighed by DFB volunteer monitor.
9/9/2019 14:13:30	Full-time resident	always beautiful and clean	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Too many people, Litter, No Dog walking on the boardwalk not enforced (I'm a dog lover/owner) but it doesn't belong there and I think the lifeguards, and parking patrol should enforce it when they see it.	Reef-related research, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough, we love the events, especially the music events, in the main parking lot...we very rarely miss one!	Shoreline Management Activities	We love the beach and are there every week pretty much, the secret of DFB and how great it is, is getting out and the beach is getting crowded, we don't need anymore commercial drive (hotels) to the beach, or else it will spoil and become another Ft Lauderdale, and the crime that comes with it. Also, limit Boucher Brothers from putting up their chairs & umbrellas in a "wall like" pattern blocking the beach. Especially when their equipment sits empty taking up space that others could use.
9/9/2019 14:14:24	Full-time resident	Public access	Regularly	Swimming/Snorkeling /Diving	Parking availability, Homeless drug users	Reef-related research	Beach Nourishment - adding sand to combat erosion, More Sand !!	Just enough		More sand on south side

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9/9/2019 14:23:31	Full-time resident	Public access	Every so often	restaurants, events	Parking availability	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Too big (crowded)	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	traffic flow is probably biggest hassle.
9/9/2019 14:38:54	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Nothing	Just enough	Recreational/Economic Benefits	
9/9/2019 14:50:40	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Fishing, restaurants/exercise	Not enough amenities		Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Too few	Recreational/Economic Benefits, Shoreline Management Activities	more restaurants, nightlife
9/9/2019 15:24:30	Full-time resident	Grassy berm	Seldom	EATING OUT	Parking availability, Too many people	Sea turtle conservation and protection, Beach cleanups	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Just enough	Shoreline Management Activities	I RARELY GO, SO I WILL DEFER TO OTHERS
9/9/2019 15:46:45	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Surfing, Swimming/Snorkeling /Diving	Parking availability, Too many people, Not enough activities, Not enough amenities, Litter	Sea turtle conservation and protection, Beach cleanups, Educational series	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Too big (crowded)	Shoreline Management Activities	
9/9/2019 15:50:32	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Surfing, Walking	Too many people, Litter	Beach cleanups, Sewer pipes clean water	Insecure lodging	Too many, Too big (crowded), Traffic deaths		Do not over price The community
9/9/2019 15:55:00	Full-time resident	Reef	Regularly	Surfing, Swimming/Snorkeling /Diving, Fishing	Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	
9/9/2019 15:58:17	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Surfing, Swimming/Snorkeling /Diving, Volleyball	Parking availability, Not enough activities, Not enough amenities	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits	
9/9/2019 16:09:44	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Fishing	Parking availability, Too many people, Not enough amenities, Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion			

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9/9/2019 16:12:19	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Fishing	Litter	Sea turtle conservation and protection, Beach cleanups	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Just enough	Shoreline Management Activities	Clean and a trash free beach (including the RV removal as trash)
9/9/2019 16:39:42	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Surfing, Swimming/Snorkeling /Diving, Fishing	Parking availability, Too many people	Reef-related research, Beach cleanups	Beach Nourishment - adding sand to combat erosion	Too big (crowded)	Shoreline Management Activities	More parking for locals during snowbird season
9/9/2019 17:10:11	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability, Too many people, Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events	Too few	Resiliency Considerations for Sea Level Rise	
9/9/2019 18:10:18	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, spending time at the beachside bars	Parking availability, Not enough activities	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Too few	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	
9/9/2019 19:11:55	Full-time resident	Grassy berm	Regularly	Swimming/Snorkeling /Diving, Paddle Boarding	No Ocean Access to Paddle Board or Snorkeling with a Flag on the Deerfield Beach side of the pier	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series, Support Community Events to bring residents, county and state officials together to end sewage dumping in the ocean and everglades suffication by polluters	Windscreen - used to keep sand on beach during high wind events	Put the Stage in the street, change the main parking lot overlook railing area to a 3 step stairway all the way across where people can watch the band and the ocean with the sun at their back and not in their eyes. Remember the attraction is our beautiful beach.		Keep on doing great things. DFB s the best!
9/9/2019 20:23:47	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing	Parking availability, Too many people, Lack of transportation options (bike, walk, bus, etc.)	Beach cleanups	Windscreen - used to keep sand on beach during high wind events	Just enough	Shoreline Management Activities	My big complaint is the amount of seaweed on the shore and in the water.
9/9/2019 22:27:14	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Shelling, Photography, Walking	Parking availability	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	Would love an area for dogs to be allowed on the beach, even if kept on a leash.

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9/9/2019 22:37:24	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability, Too many people, Not enough amenities	Sea turtle conservation and protection, Reef-related research, Educational series	Dunes/Vegetation			We need a dog beach/park
9/10/2019 3:54:36	Full-time resident	Public access	Every so often	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Seashelling	Parking availability, Too many people, Not enough activities, Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series, Responsible fishing (not dumping fish hooks/lines/netting) in water/on the beach	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Too few	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	Education/promotion of snorkeling/diving sites.
9/10/2019 3:55:26	Less than six months/year	Convenience	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, I live for the beach but also enjoy the resaurants & shops.	Parking availability, Not enough activities, Lack of transportation options (bike, walk, bus, etc.)	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough, Love all the special events at the beach especially love fireworks :)	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	Very happy with my experience at the beach :) No complaints
9/10/2019 7:35:17	Full-time resident	Everything!	Regularly	Sunbathing/Relaxing, Surfing, Swimming/Snorkeling /Diving, Walking, events, local establishments	Parking availability, Too many people, Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Shoreline Management Activities	
9/10/2019 9:07:07	Full-time resident		Regularly	Sunbathing/Relaxing, Surfing, Swimming/Snorkeling /Diving, pick up other people's trash	Parking availability, Litter, resident sticker parking should be allowed to park in any spot on the beach	Sea turtle conservation and protection, Beach cleanups	Windscreen - used to keep sand on beach during high wind events	Just enough, Too big (crowded)	Recreational/Economic Benefits, Shoreline Management Activities	Let FULL TIME residents with sticker park in any spot along the beach...not only the few 'sticker only' spots in the few lots. We are full time residents & should be allow to park anywhere. The city should also issue different stickers for residents that are not FULL TIME & require them to use the lots & designated spots.
9/10/2019 11:22:02										
9/10/2019 11:24:37									Ballet, shows , more culture	
9/10/2019 11:24:51										

City of Deerfield Beach Public Survey Results										
Timestamp	Do you live in Deerfield Beach?	What do you love most about our beach?	How often do you visit the beach?	What are some of the reasons you come to Deerfield Beach?	What challenges do you face when visiting then beach?	Which areas of marine conservation would you like to see implemented or continued?	The City of Deerfield Beach has taken a variety of steps to protect the beach. Which of these measures do you like?	How do you feel about special events being held on the beach?	What areas of the provided outline would you like emphasized?	How can we improve your experience on our beach?
9/10/2019 11:30:51	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing	Parking availability, Litter	Sea turtle conservation and protection, Beach cleanups, Educational series	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion, Rocks put in front of ocean way and SE 9 St close that entrance to beach can be flooding there	Too few	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities, Something attractive ie garbage can that encourage children and adults to use them	Fines given for people that litter beach, climbing play areas for children, animal garbage cans
9/10/2019 11:35:35	Full-time resident	Public access	Regularly	walking	deck the south end of the boardwalk and install a tikihut that can be rented for party's	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Shoreline Management Activities	
9/10/2019 12:27:29	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing	NO SMOKING ON BEACH !!!!!!!!!	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series, no smoking!!!!!!	Dunes/Vegetation, NO SMOKING!!!!!!	Just enough	Resiliency Considerations for Sea Level Rise	NO SMOKING!!!!!!
9/10/2019 13:37:23	Full-time resident	Convenience	Seldom	Sunbathing/Relaxing	Parking availability, Too many people	Sea turtle conservation and protection, Beach cleanups, Educational series	Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Recreational/Economic Benefits	
9/10/2019 14:46:23	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Surfing, Swimming/Snorkeling /Diving	Parking availability	Sea turtle conservation and protection, Reef-related research	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Just enough	Recreational/Economic Benefits	Increased dunes presence instead of grass berm
9/10/2019 14:54:39	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Fishing	Parking availability, Litter	Sea turtle conservation and protection, Beach cleanups	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Too few	Recreational/Economic Benefits, Shoreline Management Activities	Remove the RV, implement emanated domain. This has gone on long enough and an eye sore. She is becoming a folk hero to the social media small thinking people

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9/10/2019 15:14:01	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability, Too many people, Parking is expensive and when you go a lot, it adds up. Yearly pass should be able to used everywhere as the lots are full, especially in snow bird season	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, More big rocks	Just enough	Recreational/Economic Benefits	More, cheaper parking. Have an area for dogs, especially for responsible pet owners that bring bags/water etc. ; we should be able to enjoy the natural beach without limits
9/10/2019 16:28:36	Full-time resident	Public access	Every so often	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability, Litter, Beach sand is filthy		Nothing	Just enough		
9/10/2019 18:58:10	Full-time resident	Grassy berm	Regularly	Sunbathing/Relaxing	Parking availability	Sea turtle conservation and protection	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise	
9/10/2019 19:09:07	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Exercise	Parking availability	Beach cleanups	Beach Nourishment - adding sand to combat erosion	Just enough		
9/10/2019 19:20:13	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing	Too many people, Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	
9/10/2019 19:48:59	Less than six months/year	Public access	Every so often	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability	Beach cleanups	Dunes/Vegetation	Just enough	Resiliency Considerations for Sea Level Rise	
9/10/2019 19:52:42	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability, Litter	Beach cleanups, Better beach cleaning equipment and expertise	Dunes/Vegetation	Too few	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits	
9/10/2019 21:58:04	Full-time resident	Convenience	Every so often	Swimming/Snorkeling /Diving, Walk on the beach and pick up trash on the shoreline	Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events	Just enough	Shoreline Management Activities	

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9/10/2019 22:34:54	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing	Too many people	Beach cleanups	Beach Nourishment - adding sand to combat erosion	Too big (crowded)	Resiliency Considerations for Sea Level Rise	
9/10/2019 22:35:00	Full-time resident	Public access	Every so often	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability, Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Just enough	Shoreline Management Activities	
9/10/2019 22:38:56	Full-time resident	Public access	Every so often	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion, No smoking	Just enough	Shoreline Management Activities	Smoking should not be allowed on the beaches, it contributes to pollution and is harmful to wildlife.
9/10/2019 23:31:34	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Walking and meditation	Not enough activities, Not enough amenities	Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events	Just enough	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits	2 More table benches in the main parking lot
9/11/2019 5:16:28	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability, Seaweed	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	Clean up the seaweed, even on the south side. Allow dogs on beach. Fix showers by the bathhouse.
9/11/2019 8:15:24	Full-time resident	Its a hidden gem. Not on the map like Fort Lauderdale/Boca Raton. Safe at all hours. Clean. Nice people resting.	Regularly	Sunbathing/Relaxing, Walking, clear my mind from daily stresses, get into nature, sunbathing, family time.	Parking availability, Loud people on the phone doing business. Unsuitable rest rooms, simply does not fit the tone of the landscaping.	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion, Please do not use trucks that churn dirty sand. Allow pick up teams for debris not cover it litter. Makes for a dirty environment which erodes all your work in making it pretty. .	Too big (crowded), Love special events but would love it to be Deerfield residents only. Just us.	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities, Over due maintenance in our bathrooms!!!! Pick up debris and seaweed vs churning the germs in the sand. Create a voluntary job on a regular basis for picking up debris.	Update bathrooms and keep them clean on a regular basis. Remove the truck churning dirty debris into our sands. Clean the sand properly by picking up debris, seaweed by hand or rake. Allow the beach to be a spiritual oasis for others mind body and soul as it should be.
9/11/2019 8:28:19	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability, Too many people, Not enough amenities, Lack of transportation options (bike, walk, bus, etc.)	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Just enough, Too few	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	

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9/11/2019 8:29:17	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Litter, Too many smokers on the beach. I don want to breather their smoke.	Sea turtle conservation and protection, Beach cleanups	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise	Ban smoking on the beach. PLEASE
9/11/2019 8:33:01	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability, Too many people	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Just enough	Shoreline Management Activities	Remove the seaweed
9/11/2019 8:39:15	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Fishing	Parking availability, Too many people, Not enough amenities	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	
9/11/2019 8:45:35	Full-time resident	Convenience	Every so often	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Not enough activities, Not enough amenities	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Nothing	Just enough	Recreational/Economic Benefits	
9/11/2019 8:51:09	Less than six months/year	Convenience	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, I live near.	Parking availability, Litter	Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Recreational/Economic Benefits, Shoreline Management Activities	
9/11/2019 8:53:55	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability, Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Too big (crowded)	Recreational/Economic Benefits, Shoreline Management Activities	Keep the litter cleaned up and better job at grading the beach.
9/11/2019 9:02:40	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Volleyball	Parking availability, Not enough activities, Litter	Reef-related research, Beach cleanups	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Too big (crowded)	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	
9/11/2019 9:16:30	Full-time resident	Grassy berm	Regularly	Sunbathing/Relaxing, Surfing, Swimming/Snorkeling /Diving	Parking availability, Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events	Too few	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	Continued progress. Keep projects moving. Deerfield beach bas so much potential. More available parking and continued activities a,d dining.

City of Deerfield Beach Public Survey Results										
Timestamp	Do you live in Deerfield Beach?	What do you love most about our beach?	How often do you visit the beach?	What are some of the reasons you come to Deerfield Beach?	What challenges do you face when visiting then beach?	Which areas of marine conservation would you like to see implemented or continued?	The City of Deerfield Beach has taken a variety of steps to protect the beach. Which of these measures do you like?	How do you feel about special events being held on the beach?	What areas of the provided outline would you like emphasized?	How can we improve your experience on our beach?
9/11/2019 9:18:08	Full-time resident	Public access	Every so often	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability, Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise	
9/11/2019 9:38:33	No	Public access	Every so often	Sunbathing/Relaxing	Parking availability, Too many people, The sand its too dirty	Beach cleanups	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Too big (crowded)		Clean and replace the sand. Its dirty because of so many people littering. Parking its too expensive and hard to find.
9/11/2019 9:49:05	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability, Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Recreational/Economic Benefits, Shoreline Management Activities	Better system of raking...the sand is not very clean
9/11/2019 10:31:41	Full-time resident	Public access	Regularly	Sunbathing/Relaxing	Parking availability, Not enough amenities	Sea turtle conservation and protection, Beach cleanups	Beach Nourishment - adding sand to combat erosion	Just enough		
9/11/2019 10:58:44	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Surfing, Swimming/Snorkeling /Diving	Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	Keep it cleaner
9/11/2019 11:28:34	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation	Just enough	Shoreline Management Activities	The litter on the beach is unacceptable. It can't be considered a first class beach with the amount of litter that is all over. I go to the beach nearly daily and there is never a shortage. It feels as if visitng the ash tray sometimes.

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9/11/2019 11:43:23	Full-time resident	Convenience	Regularly	walking, sight seeing	Burried plastic and seaweed. Miami does it much different and has world-class sand	Sea turtle conservation and protection, But new modern beach cleaning equipment and employ best practices in seaweed control. Invest in sand restoration. Don't wait for the county or state.	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion, Have not seen any dune/vegetation planting or beach nourishment. What was planted was pulled out and moved and died. Don't know why they are on the list.	Too few	Shoreline Management Activities, Stop asking volunteers to clean the beach when the city's equipment and practices break up and bury the trash and seaweed.	The DB District 1 commissioner stated that our beach is pristine. It is not. With the proper equipment and practices, coupled with plantings, DB could have a beach like Miami's that is truly pristine. The Commission approved planting "experiments". I have seen none. I am there every day. The environmental staff is good but no delivery. Miami beach is open 24/7 and has much heavier traffic than DB. It could be done for DB. Then volunteers could help on the margin not the totality of
9/11/2019 11:50:28	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Surfing, Swimming/Snorkeling /Diving, Fishing, Volleyball	Parking availability	Sea turtle conservation and protection, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Recreational/Economic Benefits	
9/11/2019 12:14:47	Full-time resident	Convenience	Every so often	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability, Too many people, Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise	Clean it up!!!! Parking is to expensive \$\$\$
9/11/2019 12:19:46	Full-time resident	Grassy berm	Seldom	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Volleyball	Parking availability, Too many people, Litter, drugs, trash, bums, druggies, hypodermic needs, glass, cigarette butts, can't fly my kite south of the pier and i won't go north because ill get stuck by a needle.	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion, more personal mainly at night to keep druggies and bums off the beach.	Too many	Shoreline Management Activities	Proper deep sand clean up and protection of beach, monitor night time drug users on the beach and prosecute them.

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9/11/2019 12:37:08	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Exercise	Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	I always see the machine raking the beach, but it doesn't seem to really pick up large items (bottles, cans, shoes, etc.) This morning I walked from Deerfield north to Boca and there were so many plastic bottles. It's a shame that this is even a consideration, people are disgusting creatures.
9/11/2019 13:28:20	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Not enough activities	Sea turtle conservation and protection, Reef-related research	Dunes/Vegetation	Too few	Recreational/Economic Benefits	More activities
9/11/2019 13:33:45	Full-time resident	Grassy berm	Every so often	Sunbathing/Relaxing	Parking availability, Too many people, Not enough amenities	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	
9/11/2019 15:03:38	Less than six months/year	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability, Litter	Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Too big (crowded)	Resiliency Considerations for Sea Level Rise	
9/11/2019 15:06:00	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Fishing	Parking availability, Not enough amenities, Litter	Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Too few, Too big (crowded)	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	Although space would be a major issue, possibly find an area for options like food trucks/ice cream trucks etc.
9/11/2019 15:46:38	Full-time resident	Public access	Every so often	Sunbathing/Relaxing	Parking availability, Too many people	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Beach Nourishment - adding sand to combat erosion	Too few	Shoreline Management Activities	

City of Deerfield Beach Public Survey Results

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9/11/2019 16:36:53	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing	Parking availability, Too many people, Litter	Sea turtle conservation and protection, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events	Too many, Too big (crowded)		Cleaner beach like it used to be 20 yrs ago. Parking for full time residents. Impliment a fee to access the beach for non DFB residents. Less eventa at the beach that monoplize parking and thecentire beach area for weekends. Hold those at Pioneer Park or another city park.
9/11/2019 16:37:01										Cleaner beach like it used to be 20 yrs ago. Parking for full time residents. Impliment a fee to access the beach for non DFB residents. Less eventa at the beach that monoplize parking and thecentire beach area for weekends. Hold those at Pioneer Park or another city park.
9/11/2019 17:38:12	Full-time resident	Public access	Regularly	Swimming/Snorkeling /Diving	Parking availability	Beach cleanups	Dunes/Vegetation	Too few	Shoreline Management Activities	I enjoy helping with the beach cleanups. I would love it if we could have these monthly. The #TeamDFB does a great job (staff and especially waste management). Know that I will be there for every cleanup. May even bring #Andy along. #BeachPug
9/11/2019 18:49:55	Full-time resident	Grassy berm	Regularly	walking, sunrises			Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise	
9/11/2019 20:06:49	Full-time resident	Grassy berm	Every so often	Sunbathing/Relaxing	Too many people	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Shoreline Management Activities	Beautifully maintained and a wonderful beach overall-increased plantings to prevent sand erosion

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Timestamp	Do you live in Deerfield Beach?	What do you love most about our beach?	How often do you visit the beach?	What are some of the reasons you come to Deerfield Beach?	What challenges do you face when visiting then beach?	Which areas of marine conservation would you like to see implemented or continued?	The City of Deerfield Beach has taken a variety of steps to protect the beach. Which of these measures do you like?	How do you feel about special events being held on the beach?	What areas of the provided outline would you like emphasized?	How can we improve your experience on our beach?
9/11/2019 22:54:54	Full-time resident	Public access	Every so often	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability, Too many people, Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Shoreline Management Activities	
9/12/2019 0:20:07	Full-time resident	It's peaceful and well maintained and away from major traffic.	Every so often	Walk, Run and bike at Beach and enjoy ocean. Quaintness	Parking availability, Too many people	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	Bigger lane for bikes, bathrooms upgraded
9/12/2019 8:51:44	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability, Litter, Dirty Sand	Sea turtle conservation and protection, Beach cleanups, Cleaning the sand properly	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Just enough	Cleaning the sand	The sand in Lauderdale is pretty and white. Our sand is getting gross. We need better equipment to fix this. Stop burying trash and seaweed.
9/12/2019 8:53:38	No	Convenience	Regularly	Sunbathing/Relaxing, Surfing, Swimming/Snorkeling /Diving	Parking availability	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach renourishment kills the reef!	Just enough	Shoreline Management Activities	Better management of junior lifeguard camps.
9/12/2019 9:21:20	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Surfing, Swimming/Snorkeling /Diving, paddleboard	Too many people, Not enough amenities, Lack of transportation options (bike, walk, bus, etc.)	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Recreational/Economic Benefits, Shoreline Management Activities	Keep up protecting our beaches- natural environment-we all enjoy so must help mother nature when we can.
9/12/2019 10:03:27	Full-time resident	Public access	Regularly	Sunbathing/Relaxing	Not enough activities	Beach cleanups	Beach Nourishment - adding sand to combat erosion	Too few	Recreational/Economic Benefits	More Festivals & Litter Control

City of Deerfield Beach Public Survey Results										
Timestamp	Do you live in Deerfield Beach?	What do you love most about our beach?	How often do you visit the beach?	What are some of the reasons you come to Deerfield Beach?	What challenges do you face when visiting then beach?	Which areas of marine conservation would you like to see implemented or continued?	The City of Deerfield Beach has taken a variety of steps to protect the beach. Which of these measures do you like?	How do you feel about special events being held on the beach?	What areas of the provided outline would you like emphasized?	How can we improve your experience on our beach?
9/12/2019 10:16:34	Full-time resident	I can walk to the beach and the amenities surrounding the beach	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Restaurants/bars/shops	Litter, Litter on beach and in town. Sidewalks are filled with old gun marks, cigarette butts and trash all along the street edge outside restaurants and in the shrubbery (by Billabong, BurgerFi, etc)	Reef-related research, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events	Just enough, Too few, Love all of our festivals! But not the litter they bring or people on beach with loud music in tents.	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	Let the RV drive away during next storm and then block her passage back. Clean the beach sand better and surrounding areas in town. Lauderdale by the Sea is not as dirty as DFB. If we are going to have so many homeless, help them by giving them brooms to sweep for pay! Too many homeless/druggie people. Power wash the gum off the sidewalks. Remove litter.
9/12/2019 10:48:04	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, business. wish we would work together to get more tourists	more tourists, more advertising. bring more people. more upscale	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Too few	Recreational/Economic Benefits, Shoreline Management Activities	educating tourists to clean up the beach. signs or campaign. love deerfield. no more rehab centers. build up federal and hillsboro as a downtown
9/12/2019 11:13:42	Full-time resident	Its clean, safe and feels like a vacation day in my back yard.	Regularly	Walk off dinner, walk my dog, quiet time alone, bible reading, shopping, dinner with friends and family.	Parking availability, Loud persons doing business on the phone creating noise pollution.	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series, Green living mind and soul	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Too few	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	Knock down the bathrooms and build updated version(nothing over the top but just clean and healthy) much like your beach in general. It just doesn't fit any longer and ruins all your efforts to make Deerfield Beach an Oasis. Ask yourself, self? Would you bring your child or grandchild in that bathroom? Nope you sure would not.
9/12/2019 12:17:35	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Surfing, Swimming/Snorkeling /Diving	Parking availability, Too many people, Not enough activities, Not enough amenities, Litter	Beach cleanups, Educational series	Dunes/Vegetation	Too many, Too big (crowded)	Shoreline Management Activities	
9/12/2019 14:19:56	Less than six months/year	Convenience	Regularly	Surfing	Parking availability	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation	Too many	Resiliency Considerations for Sea Level Rise	

City of Deerfield Beach Public Survey Results

Timestamp	Do you live in Deerfield Beach?	What do you love most about our beach?	How often do you visit the beach?	What are some of the reasons you come to Deerfield Beach?	What challenges do you face when visiting then beach?	Which areas of marine conservation would you like to see implemented or continued?	The City of Deerfield Beach has taken a variety of steps to protect the beach. Which of these measures do you like?	How do you feel about special events being held on the beach?	What areas of the provided outline would you like emphasized?	How can we improve your experience on our beach?
9/12/2019 14:57:58	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Surfing, Swimming/Snorkeling /Diving	Parking availability, in season parking is very bad, too many parking stickers given to part time residents	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	
9/12/2019 15:08:49	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Too few	Recreational/Economic Benefits	
9/12/2019 18:05:14	No	Marine life	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability, Litter, Smoking	Dune restoration using native Florida plant species (sea oats, saw palmettos, limited sea grape)	Dunes/Vegetation, Plant more sea oats, educate public on proper Florida dune systems	Just enough	Resiliency Considerations for Sea Level Rise	Encourage resident participation in beach cleanup and establish snorkeling areas
9/12/2019 20:49:11	Full-time resident	Gosh I love all of those AND the boardwalk ♡	Every so often	Swimming/Snorkeling /Diving, Restaurants and running early in the morning	Parking availability	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series, Maybe there's a space for this below... but I have wondered often why there's not a designated day(s) other than the Pier Cleanup when scuba divers can use it. I'd proudly pay for a medallion (like a parking pass) or a price for the opportunity. It's	Dunes/Vegetation	Just enough, I'm concerned a bit about the plastic bits that end up in the water from the fireworks show - as much as I absolutely love it, it does bother me slightly	Recreational/Economic Benefits, Shoreline Management Activities	As mentioned, the ability to dive the Pier - even if it's only a day a month.or less - my dive students would love it too ♡ Thanks for doing this!!
9/12/2019 20:59:16	Full-time resident	Public access	Regularly	Swimming/Snorkeling /Diving			Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise	More sand on south side
9/13/2019 0:44:46	Full-time resident	Convenience	Regularly	Enjoy nature	Parking availability, Too many people, Traffic in season & bridges	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Too many, Too big (crowded), Too commercialized	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	Traffic control in season. Full time residents cannot enjoy their beach anymore.

City of Deerfield Beach Public Survey Results

Timestamp	Do you live in Deerfield Beach?	What do you love most about our beach?	How often do you visit the beach?	What are some of the reasons you come to Deerfield Beach?	What challenges do you face when visiting then beach?	Which areas of marine conservation would you like to see implemented or continued?	The City of Deerfield Beach has taken a variety of steps to protect the beach. Which of these measures do you like?	How do you feel about special events being held on the beach?	What areas of the provided outline would you like emphasized?	How can we improve your experience on our beach?
9/13/2019 5:55:28	No	Convenience, i live in Lighthouse Point		Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Not Dog friendly	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	Make a dog friendly and no smoking area. The whole beach should be non-smoking.
9/13/2019 6:39:44	Full-time resident		Regularly	Sunbathing/Relaxing	Parking availability, Too many people, i think the grass is ridiculous, beach grass woud be more environmentally friendly	Sea turtle conservation and protection, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Shoreline Management Activities	get rid of grass,
9/13/2019 8:06:34	Less than six months/year	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Fishing	Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	
9/13/2019 8:22:49	Full-time resident	Convenience	Regularly	walking / eating / pier	Too many people, no one obeys the no dogs sign	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series, ban sunscreen	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Too many, Too big (crowded)	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	I moved to Deerfield because I loved the small beach town feel. And remember Ranch House on the beach. Please don't turn us into Boca. There are enough restaurants with valet parking and \$50 lunches all within 5 minutes. No more please.
9/13/2019 8:55:30	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Surfing	Too many people, People walking their dogs beachside	Sea turtle conservation and protection, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	Prohibit people walking their dogs beachside on the walkway

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9/13/2019 15:28:35	Full-time resident		Regularly	Swimming/Snorkeling /Diving, Fishing	Parking availability, Too many people	Sea turtle conservation and protection, Beach cleanups	Dunes/Vegetation	Too many, Too big (crowded), silly waste of taxpayer funds,especially the fireworks displays that caters to people from all over Broward and PB counties	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities, stop further desecration(development/gentrification) for the benefit of developers and those who give them license to overcrowd and commercialize what used to be a beautiful beach and surrounding area	see above
9/13/2019 18:30:01	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Paddle boarding	Too many people, Litter	Reef-related research, Beach cleanups	Put up a permanent wall to keep the sand in like Ft Lauderdale.	Too few	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	Fine those who litter.
9/13/2019 19:24:39	Full-time resident	Public access	Every so often	Swimming/Snorkeling /Diving	Parking availability, Too many people, Not enough activities, Not enough amenities	Sea turtle conservation and protection, Beach cleanups, Educational series	Dunes/Vegetation	Too big (crowded)	Recreational/Economic Benefits	
9/13/2019 19:28:11	No	Public access	Every so often	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability, Too many people	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Recreational/Economic Benefits	
9/13/2019 20:34:56	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Windscreen - used to keep sand on beach during high wind events	Just enough	Shoreline Management Activities	Keep smokers in specific area to keep beach cleaner
9/13/2019 20:42:37	Full-time resident	It's beautiful. But was prettier before all of the seaweed stuff in the past year or so.	Regularly	Sunbathing/Relaxing	Seaweed	Sea turtle conservation and protection, Beach cleanups	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise	

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Timestamp	Do you live in Deerfield Beach?	What do you love most about our beach?	How often do you visit the beach?	What are some of the reasons you come to Deerfield Beach?	What challenges do you face when visiting then beach?	Which areas of marine conservation would you like to see implemented or continued?	The City of Deerfield Beach has taken a variety of steps to protect the beach. Which of these measures do you like?	How do you feel about special events being held on the beach?	What areas of the provided outline would you like emphasized?	How can we improve your experience on our beach?
9/13/2019 21:35:42	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Sunrise / to pick up litter	Parking availability, Not enough amenities, Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation	Too big (crowded)	Shoreline Management Activities	
9/14/2019 7:08:14	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Paddle boarding	Too many people, Litter	Reef-related research, Beach cleanups	Put up a permanent wall to keep the sand in like Ft Lauderdale.	Too few	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	Fine those who litter.
9/14/2019 9:02:01	Less than six months/year	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability, Too many people, Litter, cigarette smoking on the beach is a disturbance and a disgusting pollutant to our beaches and ocean, not only does it smell and irritate others but it causes litter that is unwarranted. I have seen babies pick cigarettes butt out of	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, The abundance of seaweed has been astronomical over the past few years and clean up has not been consistent. Our beaches deserve better care as far as seaweed and litter cleanup!!!!	Too big (crowded)	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	Clean up seaweed and litter on beach!!!! Cigarette smoking must be ban and designated area only!! Garbage receptacles need to be emptied and outside of cans cleaned regularly!!!! Tables and hut areas are consumed by squatters for an entire day, this should be controlled!!! Tables, walkways and huts seem to be of repair or cleaning!!
9/14/2019 9:06:45	Full-time resident	Public access	Every so often	Sunbathing/Relaxing	Parking availability, Too many people	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion		Resiliency Considerations for Sea Level Rise	Better parking for residents of Deerfield Beach
9/14/2019 9:18:09	No	Convenience	Every so often	Sunbathing/Relaxing	Not enough amenities, Seaweeds	Beach cleanups	Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Too few	Shoreline Management Activities	The seaweeds have become a great concern, and have made it unappealing to go to the beach. This needs to be addressed immediately.
9/14/2019 9:35:03	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Not enough amenities, Litter, Smoking, drinking	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Shoreline Management Activities	Overall, you are doing a great job. Perhaps consider a beach patrol to monitor smoking, drinking, dogs, and general rule enforcement.

City of Deerfield Beach Public Survey Results										
Timestamp	Do you live in Deerfield Beach?	What do you love most about our beach?	How often do you visit the beach?	What are some of the reasons you come to Deerfield Beach?	What challenges do you face when visiting then beach?	Which areas of marine conservation would you like to see implemented or continued?	The City of Deerfield Beach has taken a variety of steps to protect the beach. Which of these measures do you like?	How do you feel about special events being held on the beach?	What areas of the provided outline would you like emphasized?	How can we improve your experience on our beach?
9/14/2019 9:54:39	Full-time resident	Convenience	Regularly		Not enough amenities	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Too few	Recreational/Economic Benefits	In really like the way the city runs the beach area. I would hope that the idea of planting vegetation to stop the sand from blowing off the beach is never implemented. One of the great things about the beach is the fact that you can set in your can and see the surf come ashore.
9/14/2019 11:25:15	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Walking on the boardwalk, people watching, dining	Parking availability	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion, Education	Too few	Protection of wildlife and graphic signs posted that educate the public as to what the various species are that frequent the beach. These signs should be multi-lingual.	There are many singles (seniors and otherwise) who love the beach and what it offers; however, if one comes to the beach alone and wants to swim in the ocean, he or she is not with someone who can watch one's personal effects for him or her (like one's wallet and keys). I've often wondered why there are no public lockers available for beach goers where one can safely store small personal possessions while sunbathing, swimming and/or fishing. Walking to and from the beach on the sidewalk along E. Hillside Blvd is hazardous to pedestrians because traffic rarely adheres to the posted speed limit. It wouldn't take much for a motorcycle or car to jump the curb and hit and badly injure or kill someone. In addition, pedestrians are easily startled by bicyclists who seldom walk their bikes across the drawbridge, a law that I have yet to see enforced. It is not the bridge tender's responsibility to admonish the bikers. Pedestrians cannot hear a cyclist approaching from behind either because of the level of noise cars make while crossing the drawbridge. It's conceivable that a pedestrian, startled by a cyclist coming upon him from behind, could easily be startled and jump into the path of an oncoming car. These are examples of avoidable accidents just waiting to happen. I also believe parking at beaches should be free to the public, but if this were the case more parking spaces would be
9/14/2019 11:53:04	Full-time resident	Convenience	Every so often	Swimming/Snorkeling /Diving, Activities, restaurants, jogging access	Not enough amenities, not enough road access to get to beach, needs more convenient water fountains, updated bathrooms,more garbage cans	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Needs more trees & vegetation	Too few, Too big (crowded)	Recreational/Economic Benefits, Shoreline Management Activities	As stated previous: Easier driving access on Hillsboro & A1A, update bathrooms & water fountains, add more garbage cans, update and keep up with the activities displays. They are outdated and damaged.
9/14/2019 12:34:44	No	Convenience	Every so often	Sunbathing/Relaxing	Not enough amenities, Seaweeds	Beach cleanups	Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Too few	Shoreline Management Activities	The seaweeds have become a great concern, and have made it unappealing to go to the beach. This needs to be addressed immediately.
9/14/2019 18:49:37	Full-time resident	Public access	Every so often	Restaurants	Parking availability, Too many people, Traffic	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Recreational/Economic Benefits, Shoreline Management Activities	Stop building on the island it is too small for everything they built. Not enough parking and the traffic is bad.

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9/14/2019 19:55:46	Full-time resident	Grassy berm	Every so often	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Fishing	I wish it was more dog friendly	Sea turtle conservation and protection, Beach cleanups	Beach Nourishment - adding sand to combat erosion	Just enough	Recreational/Economic Benefits, Shoreline Management Activities	Clean seaweed off beach
9/14/2019 21:48:30	Full-time resident	Public access	Every so often	Sunbathing/Relaxing	Parking availability	Sea turtle conservation and protection	Windscreen - used to keep sand on beach during high wind events	Too few	Resiliency Considerations for Sea Level Rise	
9/14/2019 21:52:26	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Just for fun	Parking availability	Sea turtle conservation and protection, Beach cleanups	Windscreen - used to keep sand on beach during high wind events	Just enough	Recreational/Economic Benefits	A little more welcoming and more decorations and cool little stone art or just art along the beach.
9/14/2019 22:58:47	Full-time resident	Convenience	Every so often	Sunbathing/Relaxing, Fishing	Parking availability	Beach cleanups	Beach Nourishment - adding sand to combat erosion	Too few	Resiliency Considerations for Sea Level Rise	
9/14/2019 23:41:35	Full-time resident		Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Litter	Sea turtle conservation and protection, Reef-related research	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Too many, Too big (crowded)	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	
9/15/2019 0:16:11	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability, Too many people, Not enough activities, Not enough amenities, Litter	Sea turtle conservation and protection, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events	Just enough	Recreational/Economic Benefits	Add movies on beach
9/15/2019 9:29:24	Full-time resident	Grassy berm	Regularly	Sunbathing/Relaxing	Parking availability	Reef-related research	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Shoreline Management Activities	
9/15/2019 9:38:04	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Too many people, Litter, Smoking should be banned	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	Ban all smoking & vaping

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9/15/2019 10:26:26	Full-time resident	I love that Deerfield Beach is not super built up with huge hotels like Fort Lauderdale, etc.. Such a nice, calm beach!	Regularly	Sunbathing/Relaxing, Running, walking	Smokers SMOKING nearby and ruining a nice day. I hate it on the boardwalk and especially on the sand.	Sea turtle conservation and protection, Beach cleanups	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Honestly, the festivals have turned into more of flea markets with cheap junk like bamboo sheets and bathfitter ads. Actual art festivals or craft shows would be nice!	Love the holiday lights!	Please outlaw smoking on the beach. This is our only downfall here.
9/15/2019 10:53:44	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Surfing, Swimming/Snorkeling /Diving	Litter, no electric vehicle charging-very few stations in whole beach area	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, keeping the dunes intact and not removing them because of hotel/condo construction is important. Sand dune repair is critical. Sand dunes are natural roadblocks and a large majority of them were removed due to construction. Was not a good idea and should conserve/preserve dunes better	Just enough, do not add more events.	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities, add more electric vehicle charging-critical for the upcoming transition that is happening. There are only handful of spots to charge which is not enough. Plenty of people would like to charge their cars and	All single use plastics should be banned. Plastic straws is a good start but not enough. Plastic on the beach is a big deal and less pollution means better reviews and enjoyment at deerfield beach. There needs to be more EV charging available throughout the whole beach area and the cove. Please keep doing a good job on protecting sea turtles, marine life, and resiliency.
9/15/2019 15:42:29	Full-time resident	Grassy berm	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Lack of a clothing optional areas	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Too few	Recreational/Economic Benefits	Add a clothing optional area
9/15/2019 16:22:20	Full-time resident	Public access	Regularly	Walking		Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation	Just enough		
9/15/2019 16:36:00	No	Convenience	Regularly	Sunbathing/Relaxing, Surfing, Swimming/Snorkeling /Diving, Fishing	Hot sand	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Shoreline Management Activities	More boardwalks on the beach, it's a far hot walk to the water (ouch) :)
9/15/2019 21:15:33	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Fishing	Parking availability, Too many people	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation	Just enough	Recreational/Economic Benefits	Expanding the parking discount to fishermen to include the parallel spaces along the beach.

City of Deerfield Beach Public Survey Results										
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9/15/2019 23:57:33	Full-time resident	Convenience	Seldom	Sunbathing/Relaxing	Parking availability, Lack of transportation options (bike, walk, bus, etc.)	Beach cleanups	Windscreen - used to keep sand on beach during high wind events	Just enough	Recreational/Economic Benefits	
9/16/2019 9:14:05	Full-time resident	Public access	Every so often	Swimming/Snorkeling /Diving, to patronize the businesses there	Parking availability, Litter, not enough shade from palm trees	Reef-related research	Dunes/Vegetation	Too few	Recreational/Economic Benefits	1) Enhance the amount of "green" on the beach using natural systems to reduce wind erosion. 2) create more of a beach village feel in the commercial areas that is more cohesive and quaint in character.
9/16/2019 11:01:49	No	Grassy berm	Regularly	Sunbathing/Relaxing	Parking availability, Beach access mats for the Handicapped	Sea turtle conservation and protection, Reef-related research	Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough, Too big (crowded)	Recreational/Economic Benefits	More beach access mats for the Handicapped.Longer and wider .
9/16/2019 11:33:32	Full-time resident	Large beach	Regularly	Sunbathing/Relaxing	Too many people, Litter, When people come to DBI which is where I live they have no respect Following the traffic patterns. For example I live at Penthouse North condominiums people are going through the do not enter one way at the end of 19th St. onto Hillsboro. The few	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough, Too big (crowded)	Resiliency Considerations for Sea Level Rise	Clean up
9/16/2019 19:45:21	Full-time resident	Grassy berm	Every so often	Swimming/Snorkeling /Diving		Beach cleanups	Dunes/Vegetation	Just enough	Resiliency Considerations for Sea Level Rise	More removal of seaweed
9/16/2019 22:51:19	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	I think you should only allow full time residents to get the parking pass.

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9/17/2019 11:30:04	No	Convenience	Regularly	Surfing, Swimming/Snorkeling /Diving	Parking availability	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events	Just enough	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	Offer non-resident parking passes / decals.
9/17/2019 14:21:21	Full-time resident	Nice size beach	Regularly	Sunbathing/Relaxing, To get together with friends	Too many people, Litter, People coming here to visit the island where I live have total disregard for lettering on the beach and causing traffic issues	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough, I love having events at the beach because I can walk to it. It's the other idiots that can't drive and almost hit you need more police presence	Resiliency Considerations for Sea Level Rise	Need more police presence to direct traffic just like they do on July 4. It is impossible when you live here on the island just crossed Hillsboro bridge due to people's ignorance
9/17/2019 15:09:28	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, People watching	People smoking.and dog..also need more shower and restrooms		Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Too many	Recreational/Economic Benefits	
9/17/2019 19:36:38	Full-time resident	Convenience	Regularly	The food around the Beach	Parking availability	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	I would like to see an area where scuba divers can access the water
9/17/2019 22:22:00	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Access to restaurants & festivals	Parking availability, Too many people	Sea turtle conservation and protection, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events	Just enough	Recreational/Economic Benefits, Shoreline Management Activities	Keep up the great work! It's very clean and inviting.
9/17/2019 23:13:03	Full-time resident	bars and restaurants around	Regularly	Sunbathing/Relaxing	Parking availability, Not enough amenities		Windscreen - used to keep sand on beach during high wind events	Too few	Recreational/Economic Benefits	bars/food on the beach (sand). more parking too
9/18/2019 1:39:36	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability	Beach cleanups	Beach Nourishment - adding sand to combat erosion	Just enough	Shoreline Management Activities	More Culture Festivals

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9/18/2019 8:02:11	Full-time resident	Grassy berm	Regularly	Sunbathing/Relaxing, Surfing, Swimming/Snorkeling /Diving, Fishing, Volleyball, Walk boardwalk, have dinner or ice cream walk, build sand castles with our kids	Parking availability, Litter, Toxic Algae Bloom Sargassum (tell Brazil to stop cutting down their rainforest or we won't even be able to breathe from it next year), bacteria in the water (Pompano Poo Pipe)	Sea turtle conservation and protection, Beach cleanups, Educational series, Maybe mini educational signs along the boardwalk with a simple fact	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	Better resident parking, enforce no dogs on the boardwalk and beach
9/18/2019 10:41:37	Full-time resident	Public access	Regularly	Walking the boardwalk	Lack of transportation options (bike, walk, bus, etc.)	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Too few	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	
9/18/2019 11:19:12	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Surfing, Swimming/Snorkeling /Diving	Litter	Beach cleanups	Beach Nourishment - adding sand to combat erosion	Just enough	Recreational/Economic Benefits	There is a homeless lady by the pavillion north of the pier, she is always there sleeping on the benches, asking for money, asking to borrow phones to make calls and every now and then drunk / high going off on people. One day she started cursing at my wife for no reason while she was with our two kids (5 and 4 years old) while I was parking the car... my wife was scared and so were my kids, this is not good for the biggest destination in this city. Thanks!!
9/18/2019 13:43:08	Full-time resident	reef	Regularly	Sunbathing/Relaxing, Surfing, Swimming/Snorkeling /Diving	Parking availability, Too many people, Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	more parking spots, have morning activities on the weekends such as yoga
9/18/2019 17:30:28	Full-time resident	Convenience	Every so often	Sunbathing/Relaxing	Parking availability, Too many people	Sea turtle conservation and protection, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events	Just enough	Resiliency Considerations for Sea Level Rise	you raised prices and took away additional parking spots. If you live 12months out of the year in Dfld we should have first pick over snowbirds....

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9/18/2019 22:34:11	Full-time resident	Grassy berm	Every so often	Quiet time at night, meditation	Parking availability, Too many people	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	Allow a portion of the beach dog friendly
9/19/2019 6:08:14	Full-time resident	Public access	Regularly	Sunbathing/Relaxing	Parking availability, Not enough activities, Not enough amenities, Lack of transportation options (bike, walk, bus, etc.)	Educational series	Nothing	Too few	Recreational/Economic Benefits	A kids area like Pompano Beach, a workout circuit, live family activities
9/19/2019 10:08:04	Full-time resident	Public access	Every so often	Sunbathing/Relaxing	Parking availability	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough		
9/19/2019 16:49:21	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Fresh air and scenic views	Litter, Indifference by smokers exposing second hand smoke on others including our future citizen - the children	Reef-related research, Beach cleanups, Educational series, Control exposing non-smokers and children to second hand smoke	Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities, Prevent air pollution by smoke	By educating smokers (cigarette, e-cigarettes, & recreational substance) of their civic responsibility to other beach users.
9/19/2019 23:23:39	Full-time resident	Grassy berm	Regularly	Swimming/Snorkeling /Diving, Walk round trip from pier to boca inlet on sand daily.	Litter, Cigarette butts, dog poop. Dogs running wild on beach. dog poop on berm	Ban cigarettes. It's been done successfully in California. Enforce no dogs on beach or boardwalk	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Shoreline Management Activities, Take input from ocean rescue if you're planning to create a reef attraction	Don't put rocks in 3 feet of water. Very dangerous for older beach goers, swimmers, children.
9/20/2019 10:54:42	Full-time resident	All of the above	Regularly	Great place to live	Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	not enough crowd control relating to dogs, bicycles and skateboards on the sidewalk	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	Enforcement of existing rules and laws,NO dogs on the beach or sidewalks etc.

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9/20/2019 16:42:22	Full-time resident	Grassy berm	Every so often	Sunbathing/Relaxing	Parking availability, Lack of transportation options (bike, walk, bus, etc.)	Sea turtle conservation and protection, Reef-related research	Dunes/Vegetation	Just enough	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits	
9/20/2019 23:34:27	Full-time resident	Public access	Every so often	Sunbathing/Relaxing	Can't walk in sand	Sea turtle conservation and protection, Reef-related research		Too big (crowded)		
9/21/2019 10:08:26	Less than six months/year	Grassy berm	Regularly	To walk the beach and take advantage of the shops and restaurants at the curve.	Lack of transportation options (bike, walk, bus, etc.)	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise	Implement traffic calming measures over the Hillsboro bridge to protect pedestrian movement and bicycle traffic more. This will allow more people to travel to the beach from the mainland without driving there.
9/21/2019 16:06:32	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing	too many special events	Beach cleanups	Beach Nourishment - adding sand to combat erosion	Too many		
9/22/2019 18:37:45	No	Public access		Surfing, Swimming/Snorkeling /Diving, Fishing	Parking availability	Beach cleanups	Dunes/Vegetation	Just enough	Recreational/Economic Benefits	
9/23/2019 7:56:18	No	Grassy berm	Regularly	Swimming/Snorkeling /Diving, Fishing	Parking availability, . The lot should be for pier fisherman only					Make pier parking for fisherman only
9/23/2019 11:02:01	Full-time resident	MOST BEAUTIFUL BEACH/SAND IS CLEAN/	Every so often	Sunbathing/Relaxing, Fishing	Not enough amenities	Beach cleanups, Educational series	Beach Nourishment - adding sand to combat erosion	WE NEED MORE EVENTS KEEP THE CITY BUSY AND HAPPY. GENERATING MONEY AND ATTRACTING MORE TOURISTS	Recreational/Economic Benefits	
9/23/2019 11:56:48	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Walking, Bicycle	Parking availability	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	Suggest Parking deck in public lot
9/23/2019 12:34:28	Full-time resident	Grassy berm	Every so often	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Photography	Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise	Keep the lovely berms and view.

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9/23/2019 19:45:20	Full-time resident	Public access	Regularly	Sunbathing/Relaxing		Beach cleanups	Windscreen - used to keep sand on beach during high wind events	Just enough	Recreational/Economic Benefits	
9/24/2019 8:13:17	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Surfing, Swimming/Snorkeling /Diving	Parking availability, Not enough amenities, Lack of transportation options (bike, walk, bus, etc.), Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Too few	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	More parking and surfing locations
9/24/2019 8:16:28	Full-time resident	Grassy berm	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Fishing	Parking availability, Not enough activities, Not enough amenities	Sea turtle conservation and protection, Reef-related research	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Too few	Recreational/Economic Benefits	
9/24/2019 9:05:20	Full-time resident		Every so often	Sunbathing/Relaxing, Surfing, Swimming/Snorkeling /Diving, Fishing	Parking availability, Too many people, Litter	Sea turtle conservation and protection, Beach cleanups, Educational series	Dunes/Vegetation	Too few	Shoreline Management Activities	
9/24/2019 11:32:21	No	Tropical scenic landscaped	Regularly	Sunbathing/Relaxing, Sunrises		Reef-related research, Beach cleanups	Windscreen - used to keep sand on beach during high wind events	Just enough	Resiliency Considerations for Sea Level Rise	
9/24/2019 13:29:09	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability, Lack of transportation options (bike, walk, bus, etc.), Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	
9/25/2019 8:55:46	Full-time resident	Grassy berm	Seldom	I live here	Parking availability, Not enough amenities, Lack of transportation options (bike, walk, bus, etc.), Sargasso Grass - Too much and it smells	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Shoreline Management Activities	Remove the Sargasso Grass daily. Pompano Beach does it. It negatively affects the beach experience and it smells while decaying.

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9/26/2019 9:26:27	Full-time resident	availability of picknick tables and benches to relay and have a meal. watching the ocean and people on mile walk and love beach cams	Regularly	Sunbathing/Relaxing, in the last 25 years I enjoyed living on the island and loving all the improved changes. now living just east of i95 i enjoy my trips to enjoy our beautiful beach community	Parking availability, Litter, pets on ocean side not enforced. more tables.	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series, slides of protecting the ocean life	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion, life guard stands improved and teki huts roof protection	love them and more country music festivals and a better once a month parking area music and dance for all ages not only seniors	Recreational/Economic Benefits, Shoreline Management Activities, utilize the pier shop / visitor booth for something like shaved ices something for the children and affordable	make a disabled access to the ocean
9/26/2019 15:34:18	Full-time resident	Grassy berm	Regularly	walking, sightseeing	Parking availability, Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Shoreline Management Activities	keep it looking beautiful
9/27/2019 8:36:16	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Surfing, Swimming/Snorkeling /Diving	Parking availability, Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	
9/27/2019 9:07:11	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Walking	Parking availability, Not enough amenities, Lack of transportation options (bike, walk, bus, etc.), Dog's poo.	Sea turtle conservation and protection, Beach cleanups, Bathrooms, water fountain and cabanas .	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Too few	Resiliency Considerations for Sea Level Rise	Allow night through parking.
9/27/2019 17:54:47	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Paddleboarding	Parking availability, Seaweed	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Recreational/Economic Benefits, Shoreline Management Activities	More resident parking and more seaweed clean up

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10/1/2019 14:09:38	Full-time resident	Beach volleyball courts	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Fishing, Volleyball	Parking availability	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Too few	Recreational/Economic Benefits, Shoreline Management Activities	I'd love to see some scooter parking, especially in the new pavilion lot, but other lots as well. That way 1 scooter doesn't take up a whole parking spot. We are a busy beach with lots of local scooter drivers with nowhere convenient to park.
10/2/2019 18:21:32	Less than six months/year	Public access	Regularly	Sunbathing/Relaxing	The trailer on the beach down from pier	Sea turtle conservation and protection, Beach cleanups	Windscreen - used to keep sand on beach during high wind events	Too few	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	
10/2/2019 20:44:13	Less than six months/year	Public access	Every so often	Swimming/Snorkeling /Diving	Parking availability	Beach cleanups	Windscreen - used to keep sand on beach during high wind events	Just enough	Recreational/Economic Benefits	
10/5/2019 11:15:05	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	Make the area in front of the main beach parking family friendly,instead of a barroom for foreign nationals.Allow parents to play ball with their children. Enforce the no alcohol and no glass bottle laws which are never enforced. Give the voters and citizens of Deerfield priority parking.
10/6/2019 10:18:56	No	Public access	Regularly	Sunbathing/Relaxing		Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion			
10/6/2019 11:05:37	No	Clean, beautiful beach	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	None	Sea turtle conservation and protection, Reef-related research	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Shoreline Management Activities	Nothing
10/6/2019 15:01:24	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing	None.	Sea turtle conservation and protection	Dunes/Vegetation	Just enough	Resiliency Considerations for Sea Level Rise	

City of Deerfield Beach Public Survey Results										
Timestamp	Do you live in Deerfield Beach?	What do you love most about our beach?	How often do you visit the beach?	What are some of the reasons you come to Deerfield Beach?	What challenges do you face when visiting then beach?	Which areas of marine conservation would you like to see implemented or continued?	The City of Deerfield Beach has taken a variety of steps to protect the beach. Which of these measures do you like?	How do you feel about special events being held on the beach?	What areas of the provided outline would you like emphasized?	How can we improve your experience on our beach?
10/8/2019 0:36:57	No	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability	Sea turtle conservation and protection, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	
10/10/2019 9:02:51	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, LUNCH AND FESTIVALS AND EVENTS	Parking availability, HANDICAP OCEAN ACCESS & AVAILABILITY FOR OUTSIDE SNACK-SHAVED ICE VENDERS	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Too few, LESS ART VENDER FEES FOR STARVING ARTIST	Resiliency Considerations for Sea Level Rise	CONVIENCE OF FOOD/DRINK ON THE BEACH - MORE TEKI HUTS
10/10/2019 10:42:02	Full-time resident	Convenience	Regularly	Swimming/Snorkeling /Diving, Fishing			Dunes/Vegetation	Too few		
10/10/2019 10:42:36	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Fishing	Parking is expensive for residents	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Almost none of them are related to sea/ocean life	Shoreline Management Activities	Better benefits for residents .
10/10/2019 12:48:14	Less than six months/year	Public access	Regularly	Sunbathing/Relaxing	Parking availability, Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events	Just enough	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	I was impressed to see the sheriff dept using drones on a busy sat.It made me feel safer
10/10/2019 15:34:54	Full-time resident	Grassy berm	Every so often	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability, Lack of transportation options (bike, walk, bus, etc.), Litter	Sea turtle conservation and protection, Reef-related research	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Too few	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	
10/10/2019 15:37:55	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Volleyball		Sea turtle conservation and protection, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events	Just enough	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits	

City of Deerfield Beach Public Survey Results										
Timestamp	Do you live in Deerfield Beach?	What do you love most about our beach?	How often do you visit the beach?	What are some of the reasons you come to Deerfield Beach?	What challenges do you face when visiting then beach?	Which areas of marine conservation would you like to see implemented or continued?	The City of Deerfield Beach has taken a variety of steps to protect the beach. Which of these measures do you like?	How do you feel about special events being held on the beach?	What areas of the provided outline would you like emphasized?	How can we improve your experience on our beach?
10/10/2019 15:42:06	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, walking	Security,skateboards, dogs	Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	We love the Beach and are a 3 minute walk away, but it does need more light when turtle season is over. - it needs more rule enforcement as to skateboards and bicycle traffic on the walkways and way to many dogs-we used to have more police presence but now all we see is parking patrol. There have been A lot of incidents in the past 2 years. I have lived here for 20 years and would not want to go anywhere else. Thank You
10/10/2019 15:44:50	Full-time resident	Public access	Seldom	Stress relief and walking	Parking availability, Too many people, Lack of transportation options (bike, walk, bus, etc.), price to park as a DFB resident!! We should get close up parking not the tourists.	Sea turtle conservation and protection, Beach cleanups		Too many, Too big (crowded)		Parking closer for DFB residents only. Lower price to park for residents with or without a sticker. Better traffic control or transportation so I would go more often. NO more high rises.
10/10/2019 17:19:17	Less than six months/year	Convenience	Regularly	Sunbathing/Relaxing, Surfing, Swimming/Snorkeling /Diving, Clean up, events, shelling,	Litter, Smoke from cigarettes, cigars	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series, The public must be educated regularly on keeping beaches clean for all marine life and birds etc	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion, Can you change the wind screen to tan? To blend in better.	Just enough	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	Ban all plastics and styrofoam from restaurants within 5 miles of beaches. Bags, utensils, cups, lids, straws, plates, containers.
10/10/2019 17:58:34	Full-time resident	The ocean and sand.	Regularly	Sunbathing/Relaxing, Surfing, Swimming/Snorkeling /Diving	Too many people, Litter	Reef-related research, Beach cleanups, Educational series	Build a decorative wall like in Ft Lauderdale	Too few	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	Enforcement
10/10/2019 18:59:21	Full-time resident	walkway	Every so often	Fishing, strolling	lack of time	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Too many	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	

City of Deerfield Beach Public Survey Results										
Timestamp	Do you live in Deerfield Beach?	What do you love most about our beach?	How often do you visit the beach?	What are some of the reasons you come to Deerfield Beach?	What challenges do you face when visiting then beach?	Which areas of marine conservation would you like to see implemented or continued?	The City of Deerfield Beach has taken a variety of steps to protect the beach. Which of these measures do you like?	How do you feel about special events being held on the beach?	What areas of the provided outline would you like emphasized?	How can we improve your experience on our beach?
10/10/2019 20:19:44	Full-time resident	Public access	Every so often	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Fishing	Parking availability, Too many people	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	
10/11/2019 8:25:02	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Enjoying the boardwalk & public facilities	Rampant violations of the no dogs law. Excessive vehicle speed/noise on Ocean Way	Sea turtle conservation and protection, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough, 4th of July event is as big/rowdy as we can stand. Time to stop working to grow it.	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	Keep up the excellent park areas. Manage the few rowdy people to keep the beach a family friendly venue. Minimize light pollution year round, not just in turtle season; dark is good at a beach. Thank you for all you do for all of us; it doesn't go unnoticed.
10/11/2019 8:55:34	Less than six months/year	Convenience	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability, Not enough amenities, Litter	Sea turtle conservation and protection, Beach cleanups	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Just enough	Shoreline Management Activities	
10/11/2019 9:21:19	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Surfing, Swimming/Snorkeling /Diving, Fishing	Too many people, Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Too many, Too big (crowded)	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	
10/11/2019 10:01:32	Less than six months/year	Convenience	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Too many people, erosion, no where to sit	Beach cleanups	Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, erosion prevention and overcrowding	erosion control is #1
10/11/2019 11:38:18	Full-time resident	Grassy berm	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, RESTURANTS - EATING & ENTERTAINMENT ESTABLISHMENTS	Parking availability	Sea turtle conservation and protection, Reef-related research	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	WISH THEY WERE OF HIGHER QUALITY TO RIVAL BOCA AND DELRAY	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	IMPROVE LOOKS OF PARKING LOT AREA ON OEAN DR
10/11/2019 12:48:36	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Too many people, Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events	Too many, Too big (crowded)	Shoreline Management Activities, reef health	more sticker parking

City of Deerfield Beach Public Survey Results										
Timestamp	Do you live in Deerfield Beach?	What do you love most about our beach?	How often do you visit the beach?	What are some of the reasons you come to Deerfield Beach?	What challenges do you face when visiting then beach?	Which areas of marine conservation would you like to see implemented or continued?	The City of Deerfield Beach has taken a variety of steps to protect the beach. Which of these measures do you like?	How do you feel about special events being held on the beach?	What areas of the provided outline would you like emphasized?	How can we improve your experience on our beach?
10/11/2019 13:45:48	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Lack of transportation options (bike, walk, bus, etc.)	Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events	Just enough	Recreational/Economic Benefits, Shoreline Management Activities	Seaweed to be clean more often...
10/11/2019 14:02:11	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	More options for parking passes (1/2 year pass, summer months only pass, winter only pass, 1 year passes that starts when you purchase not for calendar year)
10/12/2019 8:45:49	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Fishing	Too many people	Reef-related research	Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise	Enforce no smoking and no bikes or skateboarding on paver walkway
10/12/2019 8:49:48	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Sea weed	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	
10/13/2019 11:58:23	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Not enough activities, Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Too few	Recreational/Economic Benefits	
10/13/2019 20:13:42	Full-time resident	Public access	Every so often	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability, Too many people, Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Too big (crowded)	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	
10/14/2019 17:07:35	Full-time resident	Walkabilty	Regularly	Sunbathing/Relaxing, Volleyball, Walking/paddleboard ing	None	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series, Continue to protect Deerfield Island Park	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Shoreline Management Activities	Enforcing bicycle laws across bridge. Thank you for “ no soliciting” on beach

City of Deerfield Beach Public Survey Results										
Timestamp	Do you live in Deerfield Beach?	What do you love most about our beach?	How often do you visit the beach?	What are some of the reasons you come to Deerfield Beach?	What challenges do you face when visiting then beach?	Which areas of marine conservation would you like to see implemented or continued?	The City of Deerfield Beach has taken a variety of steps to protect the beach. Which of these measures do you like?	How do you feel about special events being held on the beach?	What areas of the provided outline would you like emphasized?	How can we improve your experience on our beach?
10/15/2019 16:47:35	Full-time resident	Grassy berm	Every so often	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Fishing, Have lunch or dinner	Parking availability, Not enough amenities, Need asphalt or cement ramp from sidewalk to waters edge for handicapped access	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Too big (crowded)	Recreational/Economic Benefits, Shoreline Management Activities	A yearly survey might be helpful.
10/18/2019 16:44:47	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Walk way, has bikes and animals.	Sea turtle conservation and protection, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Recreational/Economic Benefits	Clean the shower area. There is mold. Less dogs and bikes on walking paths.
10/18/2019 19:10:22	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability, Not enough amenities	Sea turtle conservation and protection, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Too few	Recreational/Economic Benefits, Shoreline Management Activities	More parking!! And more restaurants/amenities.
10/18/2019 21:39:21	Less than six months/year	Grassy berm	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Beach clean up... sometimes so much seaweed on beach and tractor needs to be out EVERY morning raking the beach. Inefficient lighting on sidewalks and parking lot at night. Turtle lighting is unnecessary on our beach - We have so many tourists and very few if any turtles through most	Beach cleanups	Windscreen - used to keep sand on beach during high wind events	Too many, Too big (crowded)	We have a beautiful natural beach. The city should leave it as is, the way nature intended. Our city should not change our environment in anyway along our shoreline. The only thing they should do is keep it clean, keep it safe with police patrol and provide adequate lighting for safety	Again, the city should clean up the sand area and shoreline, removing the seaweed and trash on the sand during the busy season. Keep homeless people off benches and from under bridges and walkways. The city needs to improve lighting on the beach for safety, protecting residents and tourists, removal of the giant rusted, dangerous, ugly beached barge, provide better police enforcement and the 11 pm curfew hour. Deerfield beach does not need to enhance the beach in any other way by attracting tourists with man-made attractions etc. It is beautiful on its own and attracts people worldwide because it has not been tampered with. Beach plantings have impeded the beach area which makes it more congested and takes away the beautiful view from the grassy berm for those who are unable to walk on the sand. This would include the elderly and handicapped persons. The city should CEASE any additional considerations of plantings on the sand going forward and
10/19/2019 8:34:59	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing	Litter, Dirty shower bays	Beach cleanups	?	Just enough	Good	
10/19/2019 15:51:53	Full-time resident	Grassy berm	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Not enough activities, Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation	Just enough		

City of Deerfield Beach Public Survey Results										
Timestamp	Do you live in Deerfield Beach?	What do you love most about our beach?	How often do you visit the beach?	What are some of the reasons you come to Deerfield Beach?	What challenges do you face when visiting then beach?	Which areas of marine conservation would you like to see implemented or continued?	The City of Deerfield Beach has taken a variety of steps to protect the beach. Which of these measures do you like?	How do you feel about special events being held on the beach?	What areas of the provided outline would you like emphasized?	How can we improve your experience on our beach?
10/21/2019 10:03:51	Full-time resident	Grassy berm	Regularly	Sunbathing/Relaxing, Walking	Not enough activities, Litter	Sea turtle conservation and protection, Beach cleanups	Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Shoreline Management Activities	
10/21/2019 17:16:51	Full-time resident	Public access	Regularly	Sunbathing/Relaxing		Beach cleanups	Dunes/Vegetation	Too many	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	
10/22/2019 14:28:55	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Walking	Litter	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Too few	Resiliency Considerations for Sea Level Rise	
10/23/2019 11:45:56	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving		Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion		Shoreline Management Activities	
10/23/2019 17:51:11	Full-time resident	Convenience	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, walking	Parking availability, to many dogs on the beach side Make bigger and more signs NEXT to meter	Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion	Just enough		enforce NO Dogs sign, post more of them especially next to meters . NO SMOKING on beach side as well
10/24/2019 22:21:37	Less than six months/year	Public access	Seldom	Sunbathing/Relaxing	Parking availability, Not enough amenities	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	

City of Deerfield Beach Public Survey Results										
Timestamp	Do you live in Deerfield Beach?	What do you love most about our beach?	How often do you visit the beach?	What are some of the reasons you come to Deerfield Beach?	What challenges do you face when visiting then beach?	Which areas of marine conservation would you like to see implemented or continued?	The City of Deerfield Beach has taken a variety of steps to protect the beach. Which of these measures do you like?	How do you feel about special events being held on the beach?	What areas of the provided outline would you like emphasized?	How can we improve your experience on our beach?
10/25/2019 12:57:35	Full-time resident	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Litter	Sea turtle conservation and protection, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Too many, Too big (crowded)	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	Make it illegal to smoke on the beach, enforce litter laws. There are too many people smoking and disposing of their butts in the sand. This should not be encouraged and there should be consistent reinforcement of the fact that that is littering. Enforce no dogs on the beach side with updated signs.
10/25/2019 13:19:40	Less than six months/year	Proximity to great beachfront restaurants and shops	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Long walks, and special events and concerts		Sea turtle conservation and protection, Reef-related research, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Too few, There should be more because in addition to being entertaining and fun, they foster a sense of community	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	Biggest problem is beach erosion
10/25/2019 13:38:22	Full-time resident	Grassy berm	Regularly	Relax	Parking availability, Dog rule is not enforced I see dogs peeing on the burm and the officers do nothing I see dogs on the beach also		Beach Nourishment - adding sand to combat erosion	Too big (crowded)		For residents only too many people
10/25/2019 13:54:56	No	Convenience	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Too many people	Reef-related research, Beach cleanups	Dunes/Vegetation, Beach Nourishment - adding sand to combat erosion, I dont like the rocks. real scientists can make recommendations	Just enough	Shoreline Management Activities	too much area used for beach rental chairs
10/25/2019 15:50:33	No	the sand and the pier	Regularly	walking the beach and the "board"walk	no challenges	Sea turtle conservation and protection, Beach cleanups	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion, Windscreen although it blocks access along the way	Just enough	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	Not an improvement, but a compliment to your maintenance crew who pick up, sweep up, and keep thing neat and clean for all of us who visit. Even the snow birds!

City of Deerfield Beach Public Survey Results										
Timestamp	Do you live in Deerfield Beach?	What do you love most about our beach?	How often do you visit the beach?	What are some of the reasons you come to Deerfield Beach?	What challenges do you face when visiting then beach?	Which areas of marine conservation would you like to see implemented or continued?	The City of Deerfield Beach has taken a variety of steps to protect the beach. Which of these measures do you like?	How do you feel about special events being held on the beach?	What areas of the provided outline would you like emphasized?	How can we improve your experience on our beach?
10/26/2019 19:49:27	Full-time resident	Convenience	Every so often	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Beach Nourishment - adding sand to combat erosion		Shoreline Management Activities	
10/28/2019 21:49:22	Less than six months/year	Grassy berm	Regularly	Sunbathing/Relaxing	Parking availability	Sea turtle conservation and protection, Beach cleanups	Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise	
10/29/2019 22:17:05	No	Public access	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving	Parking availability	Sea turtle conservation and protection, Reef-related research, Beach cleanups, Educational series	Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise	
10/30/2019 14:42:30	Full-time resident	Grassy berm	Regularly	Sunbathing/Relaxing, Fishing	PARKING PERMITS SHOULD BE VALID FOR ALL PARKING SPACES	Beach cleanups	Beach Nourishment - adding sand to combat erosion	Too big (crowded)	Resiliency Considerations for Sea Level Rise, Shoreline Management Activities	
10/31/2019 14:00:33	Less than six months/year	Convenience	Regularly	Sunbathing/Relaxing, Swimming/Snorkeling /Diving, Fishing			Dunes/Vegetation, Windscreen - used to keep sand on beach during high wind events, Beach Nourishment - adding sand to combat erosion	Just enough	Resiliency Considerations for Sea Level Rise, Recreational/Economic Benefits, Shoreline Management Activities	

**BEACH MANAGEMENT PLAN
CITY OF DEERFIELD BEACH**

**APPENDIX K
EXECUTED RESOLUTION AND SETTLEMENT AGREEMENT**

Prepared for:

**City of Deerfield Beach
Broward County, Florida**

Prepared by:

Aptim Environmental & Infrastructure, LLC

RESOLUTION NO. 2020/148

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SETTLEMENT AGREEMENT WITH THE TOWN OF HILLSBORO BEACH TO SETTLE THE LITIGATION STYLED *TOWN OF HILLSBORO BEACH VS. CITY OF DEERFIELD BEACH*; AUTHORIZING EXECUTION OF THE NECESSARY DOCUMENTS TO EFFECTUATE THE SETTLEMENT; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach and the Town of Hillsboro Beach are coastal communities that border on the Atlantic Ocean, with Hillsboro being located adjacent to and immediately south of Deerfield; and

WHEREAS, Hillsboro Beach filed suit against Deerfield Beach in Broward County Circuit Court, Case No. 17-007784 (08), seeking to enforce permits issued to Deerfield Beach by the Board of Trustees of the Internal Improvement Trust Fund regarding certain erosion control structures that were constructed in the 1950s and 1960s (the "Litigation"); and

WHEREAS, the parties have negotiated a Settlement Agreement, attached as Exhibit "A," which is intended to resolve all issues raised in the Litigation or related to the subject matter of the Litigation.

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 Agreement with the Town of Hillsboro Beach, attached as Exhibit "A".

Section 3. That the Mayor and City Manager are authorized to execute the Settlement Agreement, attached as Exhibit "A", together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. That the appropriate City officials are authorized to execute all documents deemed necessary by the City Attorney, and to do all things necessary, to implement the intent of this Resolution.

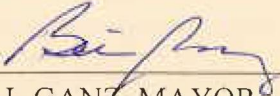
Section 5. Should any section or provision of this Resolution or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 6. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

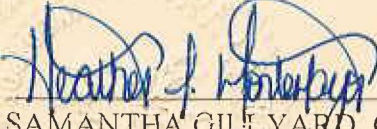
Section 7. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 8TH DAY OF OCTOBER, 2020.

CITY OF DEERFIELD BEACH


BILL GANZ, MAYOR

ATTEST:


for SAMANTHA GILLYARD, CMC, CITY CLERK

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Settlement Agreement” or “Agreement”) is entered into between the Town of Hillsboro Beach (the “Town” or “Hillsboro”), and the City of Deerfield Beach (the “City” or “Deerfield”) (collectively, the “Parties”) with an effective date as described herein.

WHEREAS, Hillsboro is a municipal corporation and body politic within the State of Florida located in Broward County, Florida.

WHEREAS, Deerfield is a municipal corporation and body politic within the State of Florida located in Broward County, Florida.

WHEREAS, Deerfield and Hillsboro are coastal communities that border on the Atlantic Ocean, with Hillsboro being located adjacent to and immediately south of Deerfield.

WHEREAS, a number of erosion control structures (“Structures”) were constructed by Deerfield in the 1950s and 1960s pursuant to permits from the Board of Trustees of the Internal Improvement Trust Fund (“Trustees”).

WHEREAS, Hillsboro filed suit against Deerfield in Broward County Circuit Court, Case Number Case No. 17-007784 (08), seeking to enforce the permits issued to Deerfield by the Trustees (the “Litigation”).

WHEREAS, the Parties desire to settle the Litigation and to avoid future litigation on these issues because it is in the best interest of both, without any admission of error, liability, or wrongdoing.

WHEREAS, the Parties have identified a mutually beneficial solution, without attribution of cause, and recognize that it is to their mutual benefit, and the benefit of the public, to work cooperatively to implement that solution.

WHEREAS, the parties have settled upon a shared solution, and cooperation on engineering, permitting, funding, monitoring, management, maintenance and renourishment of Deerfield and Hillsboro’s beaches.

WHEREAS, this settlement agreement is intended to and shall resolve all issues raised in the Litigation or related to the subject matter of the Litigation.

WHEREAS, the Parties desire to cooperate on maintaining public access and free passage along the shoreline of Deerfield Beach and Hillsboro Beach to the extent required

by state law and to increase the possibility of receiving local, state and federal third party funding for beach management, maintenance and nourishment, only in accordance with the terms of this Agreement.

WHEREAS, the Parties agree to manage their combined shoreline, cooperate and coordinate their beach management activities, and to increase the possibility of establishing a longer life for renourishments, and receiving local, state and federal third party funding for beach management, maintenance and nourishment, only to the extent, and based upon the terms, set forth below.

WHEREAS, the Parties agree to jointly manage the beach and sediment regionally, approach, jointly or after consultation, independently, the City of Boca Raton, the Hillsboro Inlet District, Broward County, the State of Florida and the federal government to foster regional cooperation on regional sediment management issues, and to increase the possibility of receiving local, state and federal third party funding for beach management, maintenance and nourishment, only to the extent, and based upon the terms, set forth below.

WHEREAS, the Parties agree to meet regularly, and if needed on an emergency basis, to provide for a well-managed, maintained and nourished beach in Hillsboro and Deerfield, and to increase the possibility of receiving local, state and federal third party funding for beach management, maintenance and nourishment, and to foster cooperation on regional sediment management issues, only to the extent, and based upon the terms, set forth below.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree, as follows:

- I. **Recitals.** The foregoing recitals are incorporated herein by reference; provided however, that to the extent any conflict may exist, the terms of the Agreement below shall take precedence over the recitals.
- II. **Effective Date.** This Agreement shall become effective on the date it is executed by all the Parties. The last date of execution by all the Parties shall be known as the "Effective Date" of this Agreement.
- III. **Definitions.** The terms used in this document are defined as follows:
 - a. "Agreement" or "Settlement Agreement" means this agreement to settle the Litigation as of the Effective Date.
 - b. "City" or "Deerfield" means the City of Deerfield Beach, a municipal corporation and body politic within the State of Florida located in

Broward County, Florida.

- c. “Claims” means all issues raised in the Litigation or related to the subject matter of the Litigation.
- d. “Corps” means the United States Army Corps of Engineers.
- e. “Effective Date” means the last date of execution of this Agreement by all the Parties.
- f. “FEMA” means the Federal Emergency Management Agency, or its successor agency.
- g. “FEMA Project” means, as more particularly described in Section IV.e, a renourishment project to address storm damage that is undertaken by Hillsboro Beach and/or Deerfield Beach with beach compatible sand using third party funds from the Federal Emergency Management Agency, or its successor agency.
- h. “Gross Cost” means all costs prior to application of Third Party Funds.
- i. “Litigation” means the suit filed by Hillsboro against Deerfield in Broward County Circuit Court, Case Number Case No. 17-007784 (08), seeking to enforce the permits issued to Deerfield by the Trustees for the Structures.
- j. “Net Costs” means all costs remaining after the application of Third Party Funds.
- k. “Parties” means Deerfield and Hillsboro collectively.
- l. “Project Management” means procurement and contracting; engineering; permitting; applying for local, state and federal third party funding; but shall not include work performed by City or Town employees.
- m. “Renourishment Project” means a joint renourishment project undertaken by Hillsboro Beach and Deerfield Beach as described by Section IV.
- n. “Revetment” means the portion of the sloping rock or boulder structures placed on Deerfield’s shore to absorb the energy of incoming water that is located within Deerfield landward of the last two Structures adjacent to the Deerfield and Hillsboro border.
- o. “Sand Costs” means all costs to purchase and place sand during a Renourishment Project, including, without limitation, costs for acquisition,

filtering, transportation, delivery, and mobilization, but not including costs for work performed by City or Town employees.

- p. "Semi-Annual Beach Monitoring" means the monitoring in May and November pursuant to the physical monitoring plan in the permits for the most recent Project, as more fully described in Section IV.c of this Agreement.
- q. "Soft Costs" means costs associated with any Renourishment Project other than Sand Costs, including, but not limited to, the cost of Project Management. Soft Costs shall not include costs for work performed by City or Town employees.
- r. "Structures" means the erosion control structures that were constructed by Deerfield in the 1950s and 1960s pursuant to permits from the Trustees.
- s. "Third Party Funds" or "Third Party Funding" means funding obtained from third parties other than the City or the Town, including, but not limited to, local, state and federal sources.
- t. "Town" or "Hillsboro" means the Town of Hillsboro Beach, a municipal corporation and body politic within the State of Florida located in Broward County, Florida.
- u. "Trustees" means the Board of Trustees of the Internal Improvement Trust Fund.

IV. Settlement Terms. The Parties agree to settle the Litigation upon the following terms:

- a. Joint Coordinated Beach Renourishment.
 - i. The parties agree to jointly perform, in coordination with each other, Renourishment Projects every 5 years during the term of this Agreement (except as provided in IV.a) with a minimum design life of 5 years, for a total of up to 6 Renourishment Projects, so that the following Beach Profiles are achieved in the City and the Town at the conclusion of each Renourishment Project:
 - 1. Deerfield Beach Profile. Nourish the beach with beach compatible sand so that the groins and rubble mounds in the South Sector from SE 6th Street to SE 10th Street are buried by sand at the conclusion of each Renourishment. Nothing herein shall be construed as requiring Deerfield to ensure

that the groins and rubble mounds in the South Sector are buried by sand at any time other than immediately at the conclusion of each Renourishment Project.

2. Hillsboro Beach Profile. Nourish the beach with beach compatible sand from the Town line at SE 10th Street (approximately R-6.7) to approximately R-9.

ii. Construction Date. The Parties agree that the anticipated construction date of the first Renourishment Project is between 2021 and 2023, and Renourishment Projects will take place every 5 years thereafter unless the Renourishment Project is deemed premature by the coastal engineers for both parties, or that it should take place at other times mutually agreed to by the Parties, in accordance with Section IV(a)(i), above.

iii. Project Management. Hillsboro and Deerfield agree to jointly perform Project Management in coordination with each other. Deerfield shall be kept informed of Project Management activities through its City Manager or his or her designee, and Hillsboro shall be kept informed through its Town Manager or his or her designee. In the event the Parties have a disagreement over Project Management that they are unable to resolve, the Parties shall resolve the disagreement utilizing the Reviewing Consultant process in Section IV.d.

iv. Selection Committee. The Parties will select the Renourishment Project contractor(s) in accordance with the qualifications-based selection process outlined in Section 287.055, Florida Statutes, as it may be amended from time to time or any superseding Florida Statute. The Selection Committee shall consist of the Hillsboro Beach Town Manager and the City of Deerfield Beach City Manager, or their designees, and one additional member from each of the Parties, for a total of two members from Hillsboro Beach and two members from Deerfield Beach.

The Selection Committee is authorized to review and rank proposals and issue a recommendation to the Parties. The Hillsboro Beach Commission and the Deerfield Beach Commission shall then meet in a joint session to discuss and approve a proposal, or reject all of them. In the event that the Commissions reject all proposals, they may vote to solicit and advertise for other qualified bids.

v. Costs for Beach Renourishment. The Parties agree to use best

efforts to reduce the costs for Beach Renourishment by using the least expensive source of beach compatible sand and maximizing Third Party Funding for both Parties. The Parties agree, to the extent possible, to first apply Third Party Funds towards all Soft Costs, with remaining Third Party Funds being applied to Sand Costs.

However, Third Party Funds a Party receives from FEMA for a FEMA Project will apply only to that Party's Soft or Sand Costs subject to any limitation imposed by regulation or law.

In the event that Third Party Funds cannot be applied in whole or in part to a Renourishment Project due to the non-public status of any beach area or portion of any beach area, then such restricted Third Party Funds will nevertheless be applied to other permissible costs, including Soft Costs or Sand Costs even if only one Party receives a greater reduction of the Net Sand Costs. Nothing herein should be construed to permit the application of funds to any portion of a Renourishment Project that would violate law or conditions imposed as part of the disbursement of Third Party Funds. The Parties agree to pay for their own portion of the Net Sand Costs, based on the percentage of sand placed on each Party's respective Profile. Net Soft Costs will be divided evenly.

vi. Conditions Precedent

1. Monetary Cap

If the Net Cost of any Renourishment Project (after deducting Third Party Funds) shall exceed \$3 million for either Party, as adjusted by the Construction CPI for the Southeast Florida Region from the Effective Date (the "Monetary Cap"), then the renourishment project shall not move forward unless the greater expenditure is agreed to by the party or parties that would need to spend in excess of the Monetary Cap.

In the event that a Renourishment Project does not satisfy the Monetary Cap, the Parties agree to work together in good faith to reduce the scope of the Renourishment Project so that it will satisfy the Monetary Cap.

2. Third Party Funding.

If the Parties are unable to obtain Third Party Funding to cover at least 50% of the total cost of a Renourishment Project, then that Renourishment Project shall not proceed during that fiscal year ("Year One") and shall be attempted during the following fiscal year ("Year Two"), unless the Parties otherwise agree in writing.

If, during Year Two, the Parties are still unable to obtain Third Party Funding to cover at least 50% of the total cost of the Renourishment Project, then the Renourishment Project shall not proceed during Year Two and shall be attempted during the following fiscal year ("Year Three"), unless the Parties otherwise agree in writing.

If, during Year Three, the Parties are still unable to obtain Third Party Funding to cover at least 50% of the total cost of the Renourishment Project, then the Parties shall nevertheless proceed with that Renourishment project, subject to the Monetary Cap.

3. Nothing herein shall be construed to prevent the Parties from approving, in writing, a Renourishment Project that does not otherwise satisfy these conditions precedent.

- b. Maintenance of Public Access. Deerfield agrees that it will maintain public access along the shoreline at the Revetment to the extent required by state law.
- c. Semi-Annual Beach Monitoring. The Parties agree to jointly conduct and pay for Semi-Annual beach monitoring in May and November per the physical monitoring plan for the most recently completed Renourishment Project under this Agreement to determine whether, and the extent, a Renourishment Project is necessary. The Semi-Annual Beach Monitoring shall be treated as a Soft Cost. The Parties shall jointly manage the Semi-Annual Beach Monitoring. The Semi-Annual Beach Monitoring should be designed to fulfill the requirements necessary to pursue Third Party Funding (including, but not limited to, potential FEMA or other reimbursement sources should such reimbursement be available to maintain the beach renourishment). Each party shall share the results of this Semi-Annual Beach Monitoring data during the process of obtaining the report, including drafts, and once the report is prepared in final form. Within 30 days of receipt of a report on the Semi-Annual Beach Monitoring data, the designated staff or consultants of the Parties shall meet to review the data and formulate action plans regarding the need for

a Renourishment Project.

- d. Reviewing Consultant. In the event of a technical disagreement between the Parties' coastal engineers or consultants, the Parties shall use the following process to resolve the technical disagreement:
- i. The Party invoking the Reviewing Consultant process described herein shall so notify the other party in writing and, as part of that writing, provide the other party a list of at least three (3) potential Reviewing Consultants to resolve the disagreement. The other Party may select a Reviewing Consultant from that list or propose three alternative Reviewing Consultants, in which case the invoking Party may choose one of the three alternative Reviewing Consultants. If the invoking party does not choose one of the three alternative Reviewing Consultants proposed by the other Party, then each Party shall appoint a Reviewing Consultant and those two Reviewing Consultants shall appoint a third, neutral Reviewing Consultant, and the three shall serve as the Reviewing Consultant.
 - ii. The Parties will jointly engage the Reviewing Consultant and split the cost of the Reviewing Consultant with each Party paying 50% of the costs.
 - iii. The Parties shall jointly meet with the Reviewing Consultant and provide the Reviewing Consultant with information that the Reviewing Consultant deems necessary to resolve the disagreement.
 - iv. The Reviewing Consultant shall provide a written opinion to resolve the disagreement within 30 days of retention of the Reviewing Consultant, or such other time as the Parties may mutually agree.
 - v. The Parties are bound to use the Reviewing Consultant's opinion to resolve the disagreement unless both Parties mutually agree in writing to resolve the disagreement in a different manner from the Reviewing Consultant's opinion.
- e. FEMA Projects. If FEMA funds could be available to fund a FEMA Project, the Parties agree to apply, individually or jointly, for such FEMA funds. The Parties agree to coordinate with each other to jointly coordinate and undertake their FEMA Projects pursuant to any conditions or restrictions applicable to funds received from FEMA. Funds that a Party

receives from FEMA for a FEMA Project may be applied to that Party's Sand Costs at that Party's option and subject to any requirements or limitations imposed by FEMA. FEMA Projects do not qualify as a Renourishment Project under Section IV.a. However, if a FEMA Project is anticipated to take place in the same year that a Renourishment Project would regularly take place, the Parties may combine the FEMA Project with the Renourishment Project.

- f. Regional Sediment Management. Hillsboro and Deerfield shall work cooperatively to achieve the goal of establishing a regional sediment management process, and associated interlocal or other agreements, to maximize Third Party Funding, and to proactively manage the beach and inlet resources on a regional, rather than a municipal, basis that includes all government bodies with authority over the region between Boca Raton Inlet and Hillsboro Inlet — including, but not limited to, the Parties, the City of Boca Raton, the Hillsboro Inlet District, Broward County, Palm Beach County, the State of Florida and the federal government (“Regional Sediment Management”). The staff for the Parties shall meet and discuss the status of their efforts on Regional Sand Management at the same time they meet to discuss the Semi-Annual Beach Monitoring.
- g. Opportunities with Hillsboro Inlet District. Hillsboro shall explore cooperative opportunities with Hillsboro Inlet District to assist Hillsboro and Deerfield in achieving their goals discussed in this Agreement, including, but not limited to, Regional Sediment Management, better management of the Hillsboro Inlet, use of the Hillsboro Inlet and Inlet Ebb Shoal as a sand source, joint participation on projects, and Third Party Funding. Hillsboro shall keep Deerfield informed of such exploration when the staff for the Parties meet to discuss the Semi- Annual Beach Monitoring.
- h. Opportunities with City of Boca Raton. Deerfield agrees to work in good faith to explore cooperative opportunities with the City of Boca Raton to assist Hillsboro and Deerfield in achieving the goals discussed in this Agreement, including, but not limited to, Regional Sediment Management, confirm the the use of best practices for management of the Boca Raton Inlet, use of the Boca Raton Inlet and Inlet Ebb Shoal as a sand source, joint participation on projects, and Third Party Funding. Deerfield shall keep Hillsboro informed of such exploration when the staff for the Parties meet to discuss the Semi- Annual Beach Monitoring.
- i. Dismissal of the Litigation. Within 7 days of the Effective Date, Hillsboro shall file a voluntary dismissal of the Litigation with prejudice. Each Party shall bear its own attorney's fees, costs and expenses associated with the Litigation. This Settlement Agreement is intended to and shall resolve all

the Claims. By executing this Agreement, the Parties acknowledge and agree that all further judicial or administrative action related to the Claims are barred, except that the Parties sole recourse for any Claims shall be to move the Court to enforce the terms of this Settlement Agreement. The court shall retain jurisdiction over the Parties to enforce the terms of this Settlement Agreement.

- j. Consultants. Any agreements with consultants shall contain a provision that requires the consultant to have insurance that names both Deerfield and Hillsboro as additional insureds. Deerfield and Hillsboro agree that consultants working on beach renourishment projects shall be solely responsible for that consultant's negligent acts or omissions. Neither Deerfield nor Hillsboro will seek to hold the other party liable for any act or omission committed by any consultant. The Parties further agree that the Party selecting the consultant shall have no liability whatsoever to the other related to the selection of any consultant as permitted herein.
- k. Temporary Construction Easement. Deerfield agrees to grant Hillsboro a temporary construction easement for construction purposes only, as shown by Exhibit "A" or as otherwise agreed in writing, subject to appropriate surveying to establish the actual boundaries upon 60 days written notice of the need for such temporary construction easement. Any request for a temporary construction easement will be made by the engineers of record for a particular project based upon a determination that there is a need for such an easement for that project. Hillsboro agrees to be responsible for any damage caused in connection with independent construction activities that utilize the easement. Any use of the easement by Hillsboro is contingent upon the approval by Deerfield of a maintenance of traffic plan so as to ensure that traffic and businesses in the vicinity are not materially disrupted.

V. Miscellaneous Provisions.

- a. Notice. All notices, amendments, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the Party giving such notice) hand delivered by prepaid express overnight courier or messenger service, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses or to such other address(es) as a Party may designate by prior written notice in accordance with this provision to the other Party:

As to the Town: Town of Hillsboro Beach
 1210 Hillsboro Mile

Hillsboro Beach, Florida 33062

With a copy to: Goren, Cherof, Doody & Ezrol, P.A.
(Which Shall Not 3099 East Commercial Boulevard, Suite 200
Constitute Notice) Ft. Lauderdale, Florida 33308
Attn: D.J. Doody, Esq.

As to the City: City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441

With a copy to: Weiss Serota Helfman Cole & Bierman, P.L.
(Which Shall Not 200 E. Broward Blvd., STE 1900
Constitute Notice) Fort Lauderdale, Florida 33301
Attn: Anthony Soroka, Esq.

- b. Authority to Enter Agreement. The Parties represent and warrant that each has the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, and the execution and delivery and performance hereof by the Parties has been duly authorized by the governing authority of each of the Parties.
- c. Entire Agreement. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. This Agreement also supersedes and replaces all prior representations, statements and understandings between the Parties with respect to the matters and things addressed herein, either written or oral. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.
- d. Binding Effect and Term. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective legal representatives, successors and permitted assigns. This Agreement is effective for a term of thirty (30) years from the execution of the first Renourishment Project contract. This Agreement may be renewed by mutual agreement of the parties for up to four additional five-year periods.
- e. Default and Remedy.
 - i. Default. Failure on the part of any Party to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or express warranty contained in this Agreement shall constitute a Default under this

Agreement.

- ii. Notice of Default and Opportunity to Cure. Upon occurrence of an alleged Default by any Party, the Parties' respective Town and City Managers shall first meet to discuss and attempt to resolve the alleged Default. If the Parties' respective Town and City Managers are unable to resolve the alleged Default, then the other Party shall deliver written notice to the Party allegedly in Default that identifies the specific nature of the alleged Default. The Party receiving such notice shall have thirty (30) days within which to cure the alleged Default. Provided, that if the alleged Default is of such nature that it cannot be reasonably cured within thirty (30) days, the Party allegedly in Default shall have such additional time as may be reasonably necessary to cure the alleged Default, so long as within said period, the alleged defaulting Party commences the cure and diligently prosecutes such cure until completion.
- iii. Remedy for Default. For any alleged Default not cured as provided in Section IV.e.ii of this Agreement, the non-Defaulting Party may seek injunctive relief or specific performance against the alleged Defaulting Party as the sole remedy. The court retains jurisdiction over the Parties to enforce the terms of this Agreement.
- iv. Mediation. Prior to seeking any legal remedy for a Default as provided in Section V.e.iii of this Agreement, a Party shall be required to mediate the dispute with the Party declared to be in Default. A Party submitting a dispute to mediation shall do so by delivering to the other Party a notice requesting mediation of the dispute and providing a list of three mediators acceptable to the requesting Party. Within 10 business days after receipt of the notice from the requesting Party, the other Party shall in writing provide notice of either the selection of one of the mediators proposed by the requesting Party or offer a list of three additional mediators for consideration. Within 10 business days of the requesting Party's receipt of the notice of selection or list of alternative mediators, the Parties shall meet for the purpose of selecting one of the mediators proposed by the Parties. Within 20 days after a mediator is agreed upon, a reasonable time and date for the mediation shall be scheduled between the Parties, subject to the chosen mediator's availability, and documented in writing. The location of the mediation shall be at a location mutually selected by the Parties, or at a location in Broward County of the mediator's choosing if the Parties cannot agree on a location. The Parties shall share equally in the fees and expenses of the mediator. Each Party shall pay their

respective attorney's fees, expert fees and other expenses related to the mediation. Any settlement achieved through mediation shall be made in writing approved by the Parties. If a settlement is not reached within 120 days after the initiation of mediation or, if the mediator declares an impasse, then the Parties may seek any and all legal or equitable remedies for the alleged Default. Mediation under Chapter 164, Florida Statutes, is not sufficient to comply with the requirements of this section.

- f. Time Extensions. The Parties by joint written consent may extend or change any of the deadlines specified in this Agreement.
- g. Amendment or Modification. This Agreement may only be amended or modified, in whole or in part, at any time, through a written instrument that sets forth such changes and which is signed by all the Parties.
- h. Waiver. Any failure by a Party to exercise any right, power or privilege under this Agreement shall not constitute a waiver of that right, power, or privilege under this Agreement.
- i. Assignability. This Agreement may not be assigned without the prior written consent of all the Parties to this Agreement.
- j. Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement, on any person other than the Parties their legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation of any third person to any Party nor shall any provision of this Agreement be interpreted to give any third person any right of subrogation or action over or against the Parties.
- k. Recording. The Parties intend this Agreement to be an interlocal agreement pursuant to Section 163.01, Florida Statutes and it shall be recorded by the Parties in the official records of Broward County, Florida.
- l. Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
- m. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Florida without regard

to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall be exclusively in Broward County, Florida and each Party hereby waives whatever their respective rights may have been in the selection of venue.

- n. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- o. Attorneys' Fees, Costs, and Expenses. The Parties agree that each party shall bear its own attorneys' fees, expert witness fees, costs, and expenses incurred in connection with this Agreement.
- p. Waiver of Jury Trial. The Parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected to this Agreement.
- q. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- r. No Construction Against Drafting Party. The Parties to this Agreement expressly recognize that this Agreement results from a negotiation process in which each Party was given the opportunity to consult with counsel and contribute to the drafting of this Agreement. Given this fact, no legal or other presumptions against the Party drafting any portion of this Agreement concerning its construction, interpretation, or otherwise shall accrue to the benefit of any Party to this Agreement and each Party expressly waives the right to assert such presumption in any proceeding or disputes connected with, arising out of, or involving this Agreement.
- s. Agency. No Party shall be deemed to be an agent of any other Party nor shall represent that it has the authority to bind any other Party.
- t. Computation of Time. In computing any time period under this Agreement, any reference to days shall mean calendar days, unless business days are specifically referenced. In computing any period of time under this Agreement, exclude the day of the event that triggers the computation of the period of time. If the last day of a period of time is a Saturday, Sunday or legal holiday, the period of time shall run until the end of the next calendar day which is not a Saturday, Sunday or legal holiday.
- u. Police Powers. Nothing in this Agreement shall be deemed a waiver of any

Party's police powers.

- v. Fiscal Year. The obligations of the City or the Town to expend funds under this Agreement are limited to the availability of funds appropriated in a current fiscal period, and continuation of the expenditure of funds under this Agreement into a subsequent fiscal period, regardless of the Agreement term, and are subject to appropriation and the availability of funds in accordance with Chapter 166, Florida Statutes.
- w. Governmental and Property Owner Approvals. All obligations of the City and the Town under this Agreement are subject to all necessary governmental approvals, including without limitation, permits from the applicable federal, state, and county agencies and any consent from affected private property owners to the extent that the scope of a project requires work to be performed on private property.
- x. No Third Party Beneficiaries. This Agreement is not intended to and shall not give any party other than the Town or the City any interest or rights with respect to or in connection with this Agreement. Therefore, no third party shall be entitled to assert a right or claim against either the Town or the City based upon this Agreement.

TOWN OF HILLSBORO BEACH

By: Deborah L. Tarrant Deborah Tarrant, Mayor

Date: 10/6/2020

Approved as to Form and Correctness:

[Signature]
Town Attorney

ATTEST:

Sherry A. Henderson
Town Clerk

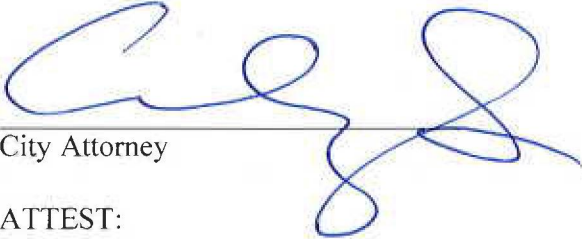


CITY OF DEERFIELD BEACH

By:  Bill Ganz, Mayor

Date: 10-8-2020

Approved as to Form and Correctness:



City Attorney

ATTEST:

[Seal]



for City Clerk

State of Florida
Broward County
Town of Hillsboro Beach

RESOLUTION NO. 2020-64

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A SETTLEMENT AGREEMENT BETWEEN THE TOWN OF HILLSBORO BEACH AND THE CITY OF DEERFIELD BEACH; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the appropriate Town officials to execute a Settlement Agreement between the Town of Hillsboro Beach and the City of Deerfield Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the Town Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby approves and authorizes the appropriate Town officials to execute a Settlement Agreement between the Town of Hillsboro Beach and the City of Deerfield Beach; a copy of the Settlement Agreement is attached hereto as Exhibit "A".

SECTION 3. The appropriate Town officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

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ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this
6th day of OCTOBER 2020.

TOWN OF HILLSBORO BEACH, FLORIDA

Deborah L. Tarrant
Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson
Sherry D. Henderson, CMC
Town Clerk



RESOLUTION NO. 2020-64

RECORD OF TOWN COMMISSION VOTE:

	<u>YES</u>	<u>NO</u>
MAYOR D. TARRANT	☒	☐
VICE MAYOR I. KIRDAHY	☒	☐
COMMISSIONER V. FEAMAN Motion	☒	☐
COMMISSIONER B. BALDASARRE	☒	☐
COMMISSIONER A. BROWN Second	☒	☐



Beach Management Funding Assistance Program
Local Government Funding Request
Fiscal Year 2022/2023
Beach Projects Application

PART I: GENERAL INFORMATION

Local Sponsor	City of Deerfield Beach		
Federal ID Number (FEID)	59-60000305		
Primary Contact Name	Patrick Bardes	Title	Coastal & Waterway Coordinator
Mailing Address Line 1	401 SW 4th Street		
Mailing Address Line 2			
City	Deerfield Beach	Zip Code	33441
Telephone Number	954-480-1426		
Email Address	pbardes@deerfield-beach.com		

Additional Contact Information

The City of Deerfield Beach has retained the professional services of Coastal Protection Engineering (CPE) to assist with technical aspects of this funding request. The point of contact at CPE is:

Thomas Pierro, PE, DCE
561-756-2535
tpierro@coastalprotectioneng.com

PART II: CERTIFICATION

I hereby certify that all information provided with this application is true and complete to the best of my knowledge.

Signature of Local Sponsor 

Electronic or scanned signatures accepted.

Printed Name Patrick Bardes

Date 7/29/21



Beach Management Funding Assistance Program
Local Government Funding Request
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PART III: EVALUATION CRITERIA

1. Project Name: (as listed in the Strategic Beach Management Plan)

Hillsboro Beach Nourishment Project

2. Project Description: Include county, location with reference to DEP range monuments, brief project history, and description of proposed activities.

The Hillsboro Beach Nourishment Project has placed approximately 1.4 million cubic yards (cy) of beach compatible sand within approximately 7,000 ft of shoreline in the Town of Hillsboro Beach and the City of Deerfield Beach since 1972. Placement has occurred in different sections of beach between R-monuments 6 and 12. Large scale dredging projects occurred in 1972 (360,000 cy), 1998 (555,000 cy), and 2011 (339,000 cy). Smaller scale truck haul projects have occurred in 2008 (10,000 cy), 2015 (45,000 cy), 2018 (34,000 cy), and 2020 (69,000 cy).

In 2020, two municipalities within Broward County approved a settlement agreement to settle the litigation of Town of Hillsboro Beach vs. City of Deerfield Beach regarding beach management (provided as Attachment 2 to this application). This funding request is to support the first project to be constructed as part of this settlement agreement. The municipalities are planning for a joint nourishment project to place sand from R-5+350 in Deerfield Beach to R-9 in Hillsboro Beach.

The joint project referred to as Settlement Agreement Project #1, aims to place sand throughout the full settlement area (R-5+350 to R-9). Material may be from multiple sand sources and could require construction in phases. Funds are being requested to support project design, permitting, construction activities, and post-construction monitoring. Project #1, is currently estimated to be a 300,000 cy nourishment event.

The following are provided attached to this application
Attachment 1 - LGFR maps as requested in question #4
Attachment 2 - Settlement Agreement
Attachment 3 - Hillsboro Beach Draft Resolution
Attachment 4 - Deerfield Beach Fiscal Plan
Attachment 5 - Hillsboro Beach Fiscal Plan



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3. Use of Requested Program Funds: Provide a brief description of tasks to be completed in each requested phase (Feasibility, Design, Construction, Monitoring, or USACE Multiphase). Indicate which tasks are cost reimbursement from previous fiscal years.

DESIGN: Design and permitting for Settlement Agreement Project #1

CONSTRUCTION: Construction and related professional services for Settlement Agreement Project #1

MONITORING: Post-construction monitoring of Settlement Agreement Project #1 to include: physical monitoring, environmental monitoring, and tilling.

4. Map: Provide as an attachment. The map(s) of the project area must be formatted at a minimum of 1" = 200' scale and include a compass rose and legend.

Map elements must include:

1. **Project boundary:** DEP reference monuments and shoreline designated as critically eroded
2. **Eligibility:** Indicate lengths of eligible shoreline based on criteria outlined in Chapter 62B-36.007, F.A.C.
 - a. Beach access locations: indicate primary or secondary access, and include the shoreline length, number and location of auto parking spaces, mass transit stops, bike parking spaces, and public restroom facilities within 1/4 mile walking distance of each access
 - b. Public lodging establishments: include the length fronting the project shoreline, and include the length of street-side frontage for lodging within 1/4 mile walking distance of a secondary beach access location
3. **Recreational benefits:** Comprehensive list of current land use designations of properties fronting the project shoreline
4. **Value of upland property:** Include one-quarter mile buffer and provide a comprehensive list of the values of properties (data from year 2020) that are enclosed or intersected by the buffer. The 2020 property value tax roll data and ArcGIS shapefiles can be obtained from the Department of Revenue website: https://floridarevenue.com/property/Pages/DataPortal_RequestAssessmentRollGISData.aspx. See Guidance Document for more information.

5. Project length: Total restored project length (in feet) of the critically eroded area (as listed in the Strategic Beach Management Plan).

Project #1 3,700 ft (Full Hillsboro Beach Nourishment Project 16,896 ft)



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6. Eligibility: Required for all beach projects pursuant to Chapter 62B-36.007, F.A.C. Provide as a separate attachment, if needed.

- **Location/Access Name:** Use the official name of the park or road that is associated with the public access.
- **DEP Reference Monument:** Use the DEP monument that is closest to the main public access location.
- **Type of Access:** Indicate Primary or Secondary beach access in accordance with the definitions in Chapter 62B-36, F.A.C.
- **Width of Access/Frontage:** The length of the legal boundary (in feet) of the public access or lodging along the beach project shoreline. For public lodging establishments that do not front the beach, indicate the street-side length of the legal property boundary (in feet) that is used as the main access to the establishment.
- **Number of Eligible Units:** A unit is defined as one automobile parking space, one rental unit in a public lodging establishment, one mass transit stop, or four bicycle parking spots.
- **Additional Width from Eligible Units:** Total distance (feet) added to the Width of Access/Frontage. If there are multiple types of eligibility units used for this calculation, show the calculation separately for each.
- **Total Eligible Shoreline:** Sum of the Width of Access/Frontage and Additional Width from Eligible Units columns. Eligible shorelines cannot overlap.
- **Website Link for DBPR License:** Provide the link to the Department of Business and Professional Regulation (DBPR) website for proof of licensure for any public lodging establishments used for eligibility or the Recreational Benefits ranking criteria.

Location/ Access Name	DEP Reference Monument	Type of Access	Width of Access/ Frontage (ft)	Number of Eligible Units	Additional Width from Eligible Units (ft)	Total Eligible Shoreline (ft)	Website Link for DBPR License
South Beach - SE 6th St to SE	R-5.3 to R-6.7	Primary	1430	318	16,790	6,710	
The Emerald Seas	R-1.1	Secondary	200	overlap	overlap	0	https:// www.myflorida
Berkshire Beach Club	R-1.2	Secondary	100	overlap	overlap	0	https:// www.myflorida
Wyndham Hotel	R-2.9	Secondary	269	overlap	overlap	0	https:// www.myflorida
Royal Blues Hotel	R-3.3	Secondary	125	overlap	overlap	0	https:// www.myflorida
Tropic Isle Beach	R-4.6	Secondary	115	overlap	overlap	0	https:// www.myflorida
Ashley Brooke Resort	R-5.6	Secondary	100	overlap	overlap	0	https:// www.myflorida
Ocean Villas	R-5.7	Secondary	100	overlap	overlap	0	https:// www.myflorida
Ocean Pearl	R-6.1	Secondary	58	overlap	overlap	0	https:// www.myflorida
Embassy Suites	R-6.5	Secondary	367	overlap	overlap	0	https:// www.myflorida
Royal Flamingo	R-7.2	Secondary	295	overlap	overlap	0	https:// www.myflorida
		Secondary					
		Secondary					



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- 7. Schedule and Budget:** Provide as a separate attachment, if needed. Clearly indicate project phase: Feasibility (F), Design (D), Construction (C), Monitoring (M), or USACE Multiphase (USACE). Include the year of post-construction monitoring in the description.
- **Cost Reimbursement:** Specify eligible costs incurred during the three years prior to the current application's fiscal year that are not in a current DEP agreement and have not been reimbursed (this includes fiscal years 19/20, 20/21, and 21/22). Eligible costs will be added to the current funding request.
 - **Current and Future Costs:** Specify eligible costs for the current application's fiscal year that are not in a current DEP agreement and have not been reimbursed as well as the estimated costs for the next 4 years. Note: If Construction costs are requested in the current fiscal year, then the Year 1 Post-Construction Monitoring costs will be added to the current funding request.

Fiscal Year	Project Phase	Description	Federal Cost	State Cost	Local Cost	Total Cost
19/20						
19/20						
19/20						
20/21						
20/21						
20/21						
21/22						
21/22						
21/22						
22/23	Design	Settlement Agreement Project #1: Design & Permitting	0	200,000	200,000	400,000
22/23	Construction	Settlement Agreement Project #1: Construction and Professional Services	0	2,337,500	2,337,500	4,675,000
22/23	Monitoring	Post-Construction Monitoring	0	75,000	75,000	150,000
23/24	Monitoring	Post-Construction Monitoring	0	87,500	87,500	175,000
23/24						
23/24						



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Fiscal Year	Project Phase	Description	Federal Cost	State Cost	Local Cost	Total Cost
24/25	Monitoring	Post-Construction Monitoring	0	87,500	87,500	175,000
24/25						
24/25						
25/26	Monitoring	Post-Construction Monitoring	0	87,500	87,500	175,000
25/26						
25/26						
26/27	Monitoring	Post-Construction Monitoring	0	37,500	37,500	75,000
26/27						
26/27						

8. Tourism-related impacts: Criteria is calculated by the Department using 2020 data. For reference, tax data can be obtained from the Department of Revenue website: https://floridarevenue.com/taxes/pages/colls_from_7_2003.aspx. See Guidance Document for more information.

- ☒ Current funding request includes construction and year one post-construction monitoring
☐ Project is managed by two or more counties

Additional comments

9. Federal involvement: The documentation to verify authorization, federal cost share percentage, and status of funding award must be provided with the application materials for the award of points.

Is the project Federally authorized by the USACE?

No

Authorization Year:

Expiration Year:

Does this project have a signed USACE Chief's report or Civil Works Congressional authorization for the requested phase?

No

USACE federal cost share percentage for this project (excluding FCCE):

0



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Select all that apply for the requested project phase(s) and include documentation with application materials.

- ☐ Executed USACE project agreement
☐ Included in USACE work plan
☐ Approved FEMA Project Worksheet
☐ Included in Congressional Appropriations Act
☐ Other documentation:

10. Storm damage reduction benefits: Criteria is calculated by the Department.

What is the volume (cy) of advanced nourishment lost since the last sand placement event of a beach restoration or nourishment project as measured above the Mean High Water contour? Data should be consistent with the annual post-construction monitoring reports.

For restoration projects, what is the historical erosion rate?

-1.03 ft/yr (source: Long Range Beach Renourishment Plan for Hillsboro Beach, CSI 1997)

11. Cost effectiveness: Criteria is calculated by the Department. A project design analysis and supporting documentation must be provided with the application materials for the award of points. See Guidance Document for more information.

What is the proposed sand placement volume (cy)?

300000

What is the nourishment interval (years)?

5

Select all that apply for the current project funding request:

- ☐ Enhanced longevity: Propose structural or design components that could extend the beach nourishment interval
☐ Dune addition: Incorporate new or enhanced dune structures or new or existing dune restoration and revegetation projects
☐ Innovative technology: Propose innovative technologies designed to reduce project costs
☒ Regionalization: Two or more local sponsors manage projects together or projects propose regional sediment management strategies to conserve sand resources or reduce project costs

Additional comments for storm damage reduction benefits and cost effectiveness

There are two local sponsor for this project (City of Deerfield Beach and Town of Hillsboro Beach) who are committed to this project construction through their 2020 settlement agreement provided as Attachment 2.



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12. Previous state commitment

Has the Department previously reviewed, approved, and cost-shared on a feasibility or design phase for this project?

Has the current proposed project phase(s) received a partial state appropriation within 3 years of phase completion?

Additional comments

13. Accessible beach area: Criteria is calculated by the Department. Provide additional information for consideration.

Describe the landward and seaward edge of the accessible beach width

Provide the project boundaries (R-monuments)

Provide citations of reference sources

14. Recreational benefits: Provide the percentage of linear footage within the project boundaries which is zoned recreational or open space; for commercial use; or to allow for public lodging establishment, or the equivalent. Provide additional documentation and DBPR website link in a separate attachment, if needed.

54%
Project boundaries = 3700 ft.
Private development (Hillsboro) = 1700 ft

15. Mitigation of inlet effects: Criteria is calculated by the Department.

Additional comments

16. Successive unfunded requests

Is the current proposed project phase(s) a successive, unfunded request? If so, how many years of successive request(s) is the current application?

Does the successive request add the construction phase?



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17. Environmental habitat enhancement: Criteria is calculated by the Department. See Guidance Document for more information.

Is the project within a designated critical habitat area for threatened or endangered species that is subject to extensive shoreline armoring?

No

Is the project within a non-designated area where extensive shoreline armoring threatens the habitat of threatened or endangered species?

No

If yes to either of the above, does the project exceed best management practices to incorporate turtle-friendly designs and management strategies to protect resources or benefit critical habitat preservation?

Provide an explanation and supporting documentation for the strategies which exceed best management practices

18. Readiness to construct

Does the project have an active state permit?

Yes

Does the project have an active federal permit?

No

Permit number

0289706-001-JC

Permit number

SAJ-1997-02355 (SP-LCK)

Authorization date

12/15/2010

Authorization date

12/19/1997

Expiration date

12/15/2025

Expiration date

2/12/2023

Have all necessary easements been acquired for the upcoming or proposed construction phase?

Yes

Has the necessary local funding been secured for the proposed project? If so, provide a copy of the draft Resolution. The signed Resolution is due by September 21, 2021.

Yes

Is an Erosion Control Line established along the project length?

Yes

Additional comments for readiness to construct

The ECL was established in 1998 by Coastal Systems International, Inc. and extends from R-6 to R-13.



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Provide additional information and comments below or attach supporting documents.

The City of Deerfield Beach has submitted quarterly reports on time in 2021. Resolutions are set to be signed and provided prior to the

Attachment 1

Project Area Maps

Path: P:\GIS\USA\FL\Broward\20210111_DB_HB_C\Eng\aprx\HillsboroDeerfieldBaseMap.aprx

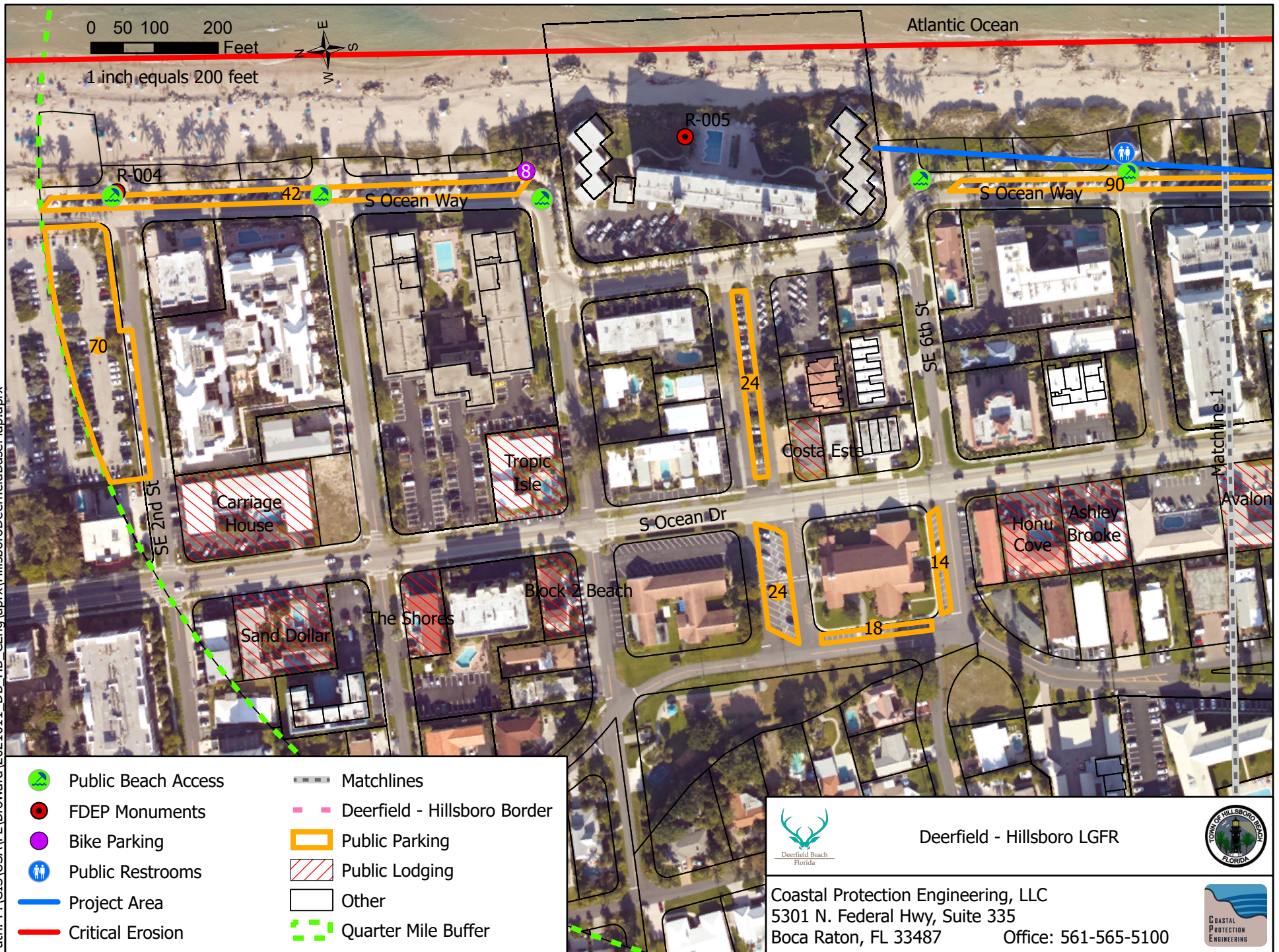


Figure 1
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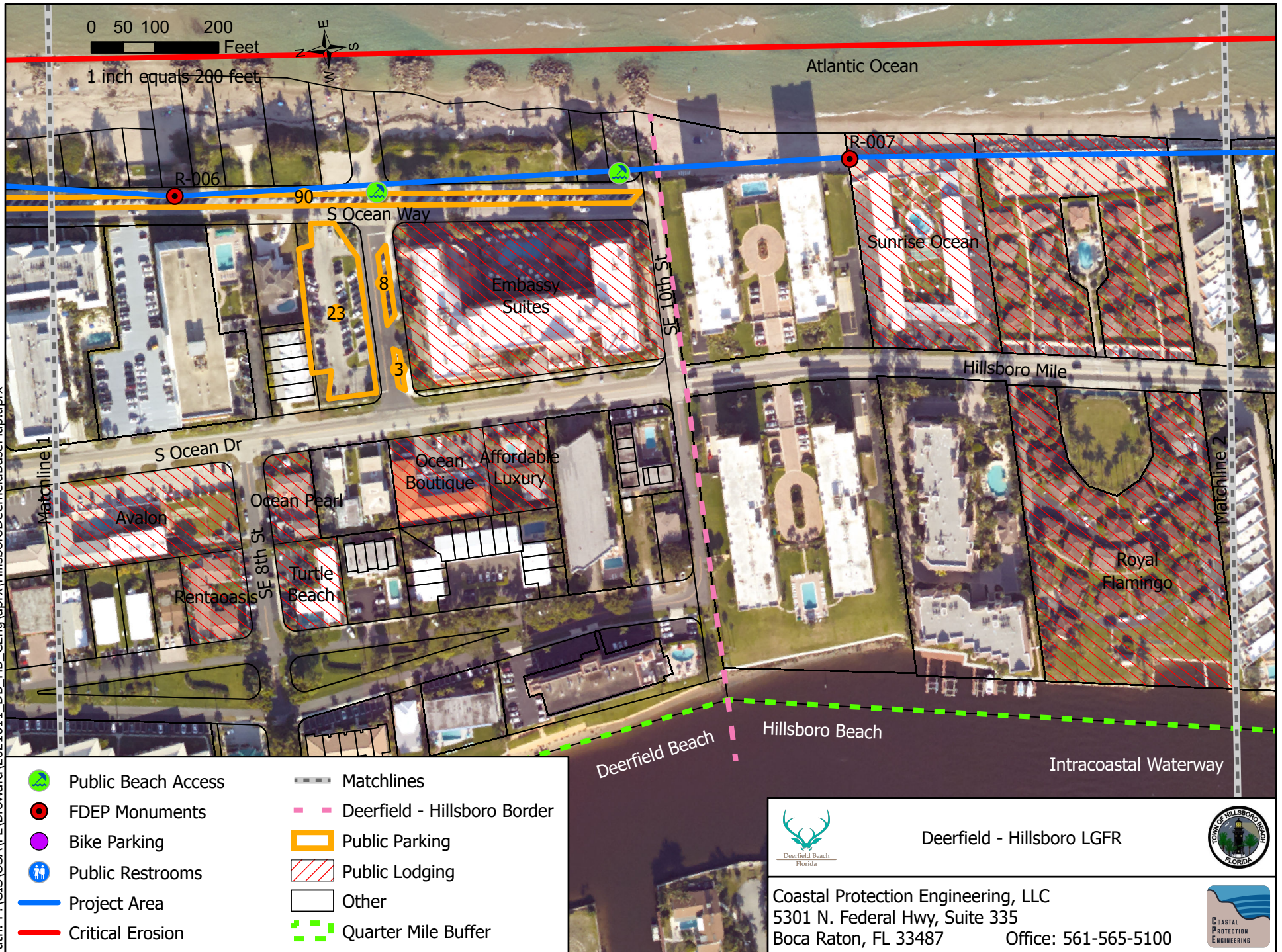


Figure 2
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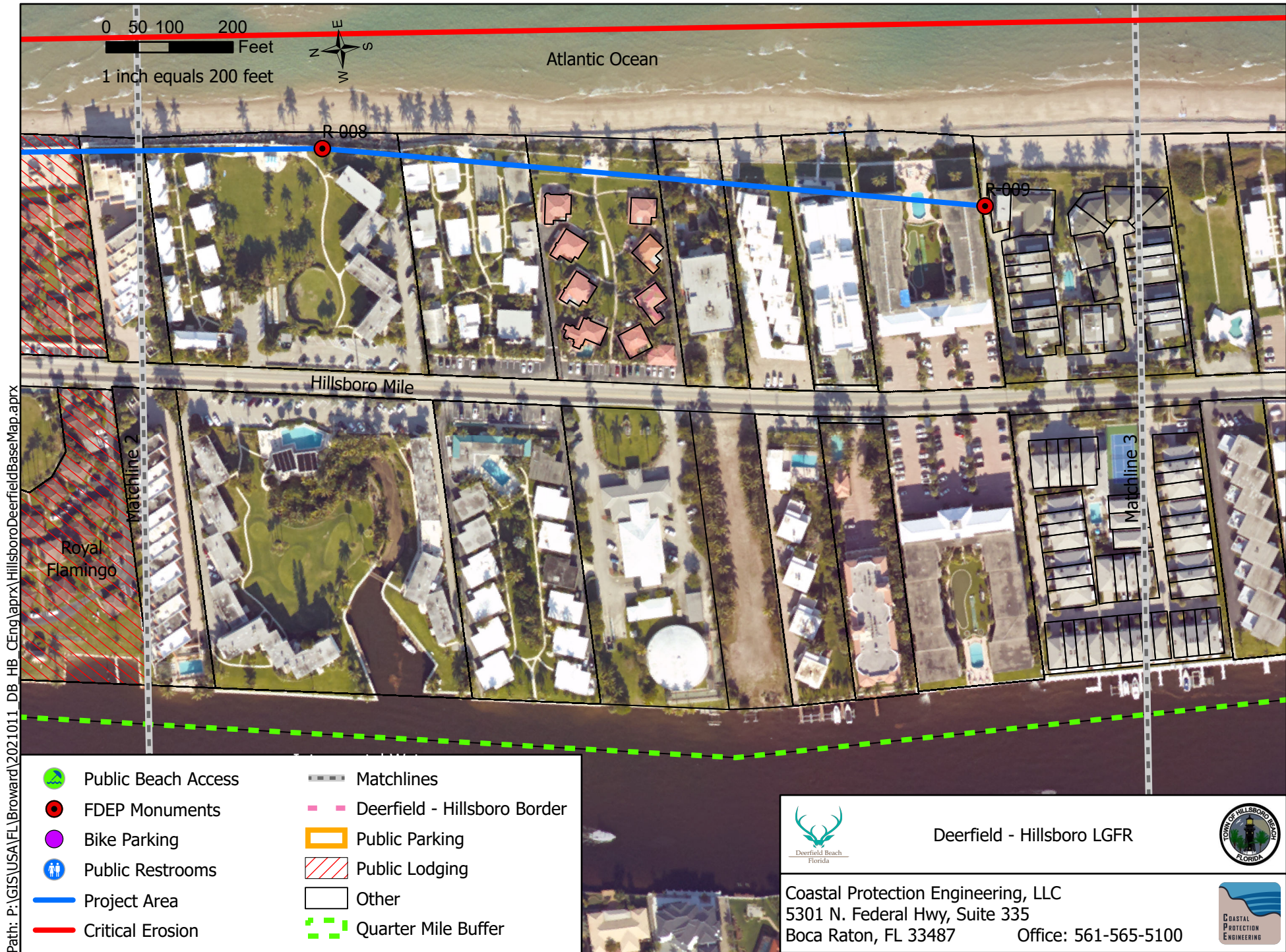


Figure 3
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Path: P:\GIS\USA\FL\Broward\20210111_DB_HB_CEng\aprx\HillsboroDeerfieldBaseMap.aprx



Figure 4
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Attachment 2

Regionalization: Settlement Agreement between the Town of Hillsboro Beach and City of Deerfield Beach

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Settlement Agreement” or “Agreement”) is entered into between the Town of Hillsboro Beach (the “Town” or “Hillsboro”), and the City of Deerfield Beach (the “City” or “Deerfield”) (collectively, the “Parties”) with an effective date as described herein.

WHEREAS, Hillsboro is a municipal corporation and body politic within the State of Florida located in Broward County, Florida.

WHEREAS, Deerfield is a municipal corporation and body politic within the State of Florida located in Broward County, Florida.

WHEREAS, Deerfield and Hillsboro are coastal communities that border on the Atlantic Ocean, with Hillsboro being located adjacent to and immediately south of Deerfield.

WHEREAS, a number of erosion control structures (“Structures”) were constructed by Deerfield in the 1950s and 1960s pursuant to permits from the Board of Trustees of the Internal Improvement Trust Fund (“Trustees”).

WHEREAS, Hillsboro filed suit against Deerfield in Broward County Circuit Court, Case Number Case No. 17-007784 (08), seeking to enforce the permits issued to Deerfield by the Trustees (the “Litigation”).

WHEREAS, the Parties desire to settle the Litigation and to avoid future litigation on these issues because it is in the best interest of both, without any admission of error, liability, or wrongdoing.

WHEREAS, the Parties have identified a mutually beneficial solution, without attribution of cause, and recognize that it is to their mutual benefit, and the benefit of the public, to work cooperatively to implement that solution.

WHEREAS, the parties have settled upon a shared solution, and cooperation on engineering, permitting, funding, monitoring, management, maintenance and renourishment of Deerfield and Hillsboro’s beaches.

WHEREAS, this settlement agreement is intended to and shall resolve all issues raised in the Litigation or related to the subject matter of the Litigation.

WHEREAS, the Parties desire to cooperate on maintaining public access and free passage along the shoreline of Deerfield Beach and Hillsboro Beach to the extent required

by state law and to increase the possibility of receiving local, state and federal third party funding for beach management, maintenance and nourishment, only in accordance with the terms of this Agreement.

WHEREAS, the Parties agree to manage their combined shoreline, cooperate and coordinate their beach management activities, and to increase the possibility of establishing a longer life for renourishments, and receiving local, state and federal third party funding for beach management, maintenance and nourishment, only to the extent, and based upon the terms, set forth below.

WHEREAS, the Parties agree to jointly manage the beach and sediment regionally, approach, jointly or after consultation, independently, the City of Boca Raton, the Hillsboro Inlet District, Broward County, the State of Florida and the federal government to foster regional cooperation on regional sediment management issues, and to increase the possibility of receiving local, state and federal third party funding for beach management, maintenance and nourishment, only to the extent, and based upon the terms, set forth below.

WHEREAS, the Parties agree to meet regularly, and if needed on an emergency basis, to provide for a well-managed, maintained and nourished beach in Hillsboro and Deerfield, and to increase the possibility of receiving local, state and federal third party funding for beach management, maintenance and nourishment, and to foster cooperation on regional sediment management issues, only to the extent, and based upon the terms, set forth below.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree, as follows:

- I. **Recitals.** The foregoing recitals are incorporated herein by reference; provided however, that to the extent any conflict may exist, the terms of the Agreement below shall take precedence over the recitals.
- II. **Effective Date.** This Agreement shall become effective on the date it is executed by all the Parties. The last date of execution by all the Parties shall be known as the "Effective Date" of this Agreement.
- III. **Definitions.** The terms used in this document are defined as follows:
 - a. "Agreement" or "Settlement Agreement" means this agreement to settle the Litigation as of the Effective Date.
 - b. "City" or "Deerfield" means the City of Deerfield Beach, a municipal corporation and body politic within the State of Florida located in

Broward County, Florida.

- c. "Claims" means all issues raised in the Litigation or related to the subject matter of the Litigation.
- d. "Corps" means the United States Army Corps of Engineers.
- e. "Effective Date" means the last date of execution of this Agreement by all the Parties.
- f. "FEMA" means the Federal Emergency Management Agency, or its successor agency.
- g. "FEMA Project" means, as more particularly described in Section IV.e, a renourishment project to address storm damage that is undertaken by Hillsboro Beach and/or Deerfield Beach with beach compatible sand using third party funds from the Federal Emergency Management Agency, or its successor agency.
- h. "Gross Cost" means all costs prior to application of Third Party Funds.
- i. "Litigation" means the suit filed by Hillsboro against Deerfield in Broward County Circuit Court, Case Number Case No. 17-007784 (08), seeking to enforce the permits issued to Deerfield by the Trustees for the Structures.
- j. "Net Costs" means all costs remaining after the application of Third Party Funds.
- k. "Parties" means Deerfield and Hillsboro collectively.
- l. "Project Management" means procurement and contracting; engineering; permitting; applying for local, state and federal third party funding; but shall not include work performed by City or Town employees.
- m. "Renourishment Project" means a joint renourishment project undertaken by Hillsboro Beach and Deerfield Beach as described by Section IV.
- n. "Revetment" means the portion of the sloping rock or boulder structures placed on Deerfield's shore to absorb the energy of incoming water that is located within Deerfield landward of the last two Structures adjacent to the Deerfield and Hillsboro border.
- o. "Sand Costs" means all costs to purchase and place sand during a Renourishment Project, including, without limitation, costs for acquisition,

filtering, transportation, delivery, and mobilization, but not including costs for work performed by City or Town employees.

- p. "Semi-Annual Beach Monitoring" means the monitoring in May and November pursuant to the physical monitoring plan in the permits for the most recent Project, as more fully described in Section IV.c of this Agreement.
- q. "Soft Costs" means costs associated with any Renourishment Project other than Sand Costs, including, but not limited to, the cost of Project Management. Soft Costs shall not include costs for work performed by City or Town employees.
- r. "Structures" means the erosion control structures that were constructed by Deerfield in the 1950s and 1960s pursuant to permits from the Trustees.
- s. "Third Party Funds" or "Third Party Funding" means funding obtained from third parties other than the City or the Town, including, but not limited to, local, state and federal sources.
- t. "Town" or "Hillsboro" means the Town of Hillsboro Beach, a municipal corporation and body politic within the State of Florida located in Broward County, Florida.
- u. "Trustees" means the Board of Trustees of the Internal Improvement Trust Fund.

IV. Settlement Terms. The Parties agree to settle the Litigation upon the following terms:

- a. Joint Coordinated Beach Renourishment.
 - i. The parties agree to jointly perform, in coordination with each other, Renourishment Projects every 5 years during the term of this Agreement (except as provided in IV.a) with a minimum design life of 5 years, for a total of up to 6 Renourishment Projects, so that the following Beach Profiles are achieved in the City and the Town at the conclusion of each Renourishment Project:
 - 1. Deerfield Beach Profile. Nourish the beach with beach compatible sand so that the groins and rubble mounds in the South Sector from SE 6th Street to SE 10th Street are buried by sand at the conclusion of each Renourishment. Nothing herein shall be construed as requiring Deerfield to ensure

that the groins and rubble mounds in the South Sector are buried by sand at any time other than immediately at the conclusion of each Renourishment Project.

2. Hillsboro Beach Profile. Nourish the beach with beach compatible sand from the Town line at SE 10th Street (approximately R-6.7) to approximately R-9.

- ii. Construction Date. The Parties agree that the anticipated construction date of the first Renourishment Project is between 2021 and 2023, and Renourishment Projects will take place every 5 years thereafter unless the Renourishment Project is deemed premature by the coastal engineers for both parties, or that it should take place at other times mutually agreed to by the Parties, in accordance with Section IV(a)(i), above.
- iii. Project Management. Hillsboro and Deerfield agree to jointly perform Project Management in coordination with each other. Deerfield shall be kept informed of Project Management activities through its City Manager or his or her designee, and Hillsboro shall be kept informed through its Town Manager or his or her designee. In the event the Parties have a disagreement over Project Management that they are unable to resolve, the Parties shall resolve the disagreement utilizing the Reviewing Consultant process in Section IV.d.
- iv. Selection Committee. The Parties will select the Renourishment Project contractor(s) in accordance with the qualifications-based selection process outlined in Section 287.055, Florida Statutes, as it may be amended from time to time or any superseding Florida Statute. The Selection Committee shall consist of the Hillsboro Beach Town Manager and the City of Deerfield Beach City Manager, or their designees, and one additional member from each of the Parties, for a total of two members from Hillsboro Beach and two members from Deerfield Beach.

The Selection Committee is authorized to review and rank proposals and issue a recommendation to the Parties. The Hillsboro Beach Commission and the Deerfield Beach Commission shall then meet in a joint session to discuss and approve a proposal, or reject all of them. In the event that the Commissions reject all proposals, they may vote to solicit and advertise for other qualified bids.

- v. Costs for Beach Renourishment. The Parties agree to use best

efforts to reduce the costs for Beach Renourishment by using the least expensive source of beach compatible sand and maximizing Third Party Funding for both Parties. The Parties agree, to the extent possible, to first apply Third Party Funds towards all Soft Costs, with remaining Third Party Funds being applied to Sand Costs.

However, Third Party Funds a Party receives from FEMA for a FEMA Project will apply only to that Party's Soft or Sand Costs subject to any limitation imposed by regulation or law.

In the event that Third Party Funds cannot be applied in whole or in part to a Renourishment Project due to the non-public status of any beach area or portion of any beach area, then such restricted Third Party Funds will nevertheless be applied to other permissible costs, including Soft Costs or Sand Costs even if only one Party receives a greater reduction of the Net Sand Costs. Nothing herein should be construed to permit the application of funds to any portion of a Renourishment Project that would violate law or conditions imposed as part of the disbursement of Third Party Funds. The Parties agree to pay for their own portion of the Net Sand Costs, based on the percentage of sand placed on each Party's respective Profile. Net Soft Costs will be divided evenly.

vi. Conditions Precedent

1. Monetary Cap

If the Net Cost of any Renourishment Project (after deducting Third Party Funds) shall exceed \$3 million for either Party, as adjusted by the Construction CPI for the Southeast Florida Region from the Effective Date (the "Monetary Cap"), then the renourishment project shall not move forward unless the greater expenditure is agreed to by the party or parties that would need to spend in excess of the Monetary Cap.

In the event that a Renourishment Project does not satisfy the Monetary Cap, the Parties agree to work together in good faith to reduce the scope of the Renourishment Project so that it will satisfy the Monetary Cap.

2. Third Party Funding.

If the Parties are unable to obtain Third Party Funding to cover at least 50% of the total cost of a Renourishment Project, then that Renourishment Project shall not proceed during that fiscal year ("Year One") and shall be attempted during the following fiscal year ("Year Two"), unless the Parties otherwise agree in writing.

If, during Year Two, the Parties are still unable to obtain Third Party Funding to cover at least 50% of the total cost of the Renourishment Project, then the Renourishment Project shall not proceed during Year Two and shall be attempted during the following fiscal year ("Year Three"), unless the Parties otherwise agree in writing.

If, during Year Three, the Parties are still unable to obtain Third Party Funding to cover at least 50% of the total cost of the Renourishment Project, then the Parties shall nevertheless proceed with that Renourishment project, subject to the Monetary Cap.

3. Nothing herein shall be construed to prevent the Parties from approving, in writing, a Renourishment Project that does not otherwise satisfy these conditions precedent.

- b. Maintenance of Public Access. Deerfield agrees that it will maintain public access along the shoreline at the Revetment to the extent required by state law.
- c. Semi-Annual Beach Monitoring. The Parties agree to jointly conduct and pay for Semi-Annual beach monitoring in May and November per the physical monitoring plan for the most recently completed Renourishment Project under this Agreement to determine whether, and the extent, a Renourishment Project is necessary. The Semi-Annual Beach Monitoring shall be treated as a Soft Cost. The Parties shall jointly manage the Semi-Annual Beach Monitoring. The Semi-Annual Beach Monitoring should be designed to fulfill the requirements necessary to pursue Third Party Funding (including, but not limited to, potential FEMA or other reimbursement sources should such reimbursement be available to maintain the beach renourishment). Each party shall share the results of this Semi-Annual Beach Monitoring data during the process of obtaining the report, including drafts, and once the report is prepared in final form. Within 30 days of receipt of a report on the Semi-Annual Beach Monitoring data, the designated staff or consultants of the Parties shall meet to review the data and formulate action plans regarding the need for

a Renourishment Project.

- d. Reviewing Consultant. In the event of a technical disagreement between the Parties' coastal engineers or consultants, the Parties shall use the following process to resolve the technical disagreement:
- i. The Party invoking the Reviewing Consultant process described herein shall so notify the other party in writing and, as part of that writing, provide the other party a list of at least three (3) potential Reviewing Consultants to resolve the disagreement. The other Party may select a Reviewing Consultant from that list or propose three alternative Reviewing Consultants, in which case the invoking Party may choose one of the three alternative Reviewing Consultants. If the invoking party does not choose one of the three alternative Reviewing Consultants proposed by the other Party, then each Party shall appoint a Reviewing Consultant and those two Reviewing Consultants shall appoint a third, neutral Reviewing Consultant, and the three shall serve as the Reviewing Consultant.
 - ii. The Parties will jointly engage the Reviewing Consultant and split the cost of the Reviewing Consultant with each Party paying 50% of the costs.
 - iii. The Parties shall jointly meet with the Reviewing Consultant and provide the Reviewing Consultant with information that the Reviewing Consultant deems necessary to resolve the disagreement.
 - iv. The Reviewing Consultant shall provide a written opinion to resolve the disagreement within 30 days of retention of the Reviewing Consultant, or such other time as the Parties may mutually agree.
 - v. The Parties are bound to use the Reviewing Consultant's opinion to resolve the disagreement unless both Parties mutually agree in writing to resolve the disagreement in a different manner from the Reviewing Consultant's opinion.
- e. FEMA Projects. If FEMA funds could be available to fund a FEMA Project, the Parties agree to apply, individually or jointly, for such FEMA funds. The Parties agree to coordinate with each other to jointly coordinate and undertake their FEMA Projects pursuant to any conditions or restrictions applicable to funds received from FEMA. Funds that a Party

receives from FEMA for a FEMA Project may be applied to that Party's Sand Costs at that Party's option and subject to any requirements or limitations imposed by FEMA. FEMA Projects do not qualify as a Renourishment Project under Section IV.a. However, if a FEMA Project is anticipated to take place in the same year that a Renourishment Project would regularly take place, the Parties may combine the FEMA Project with the Renourishment Project.

- f. Regional Sediment Management. Hillsboro and Deerfield shall work cooperatively to achieve the goal of establishing a regional sediment management process, and associated interlocal or other agreements, to maximize Third Party Funding, and to proactively manage the beach and inlet resources on a regional, rather than a municipal, basis that includes all government bodies with authority over the region between Boca Raton Inlet and Hillsboro Inlet — including, but not limited to, the Parties, the City of Boca Raton, the Hillsboro Inlet District, Broward County, Palm Beach County, the State of Florida and the federal government (“Regional Sediment Management”). The staff for the Parties shall meet and discuss the status of their efforts on Regional Sand Management at the same time they meet to discuss the Semi-Annual Beach Monitoring.
- g. Opportunities with Hillsboro Inlet District. Hillsboro shall explore cooperative opportunities with Hillsboro Inlet District to assist Hillsboro and Deerfield in achieving their goals discussed in this Agreement, including, but not limited to, Regional Sediment Management, better management of the Hillsboro Inlet, use of the Hillsboro Inlet and Inlet Ebb Shoal as a sand source, joint participation on projects, and Third Party Funding. Hillsboro shall keep Deerfield informed of such exploration when the staff for the Parties meet to discuss the Semi- Annual Beach Monitoring.
- h. Opportunities with City of Boca Raton. Deerfield agrees to work in good faith to explore cooperative opportunities with the City of Boca Raton to assist Hillsboro and Deerfield in achieving the goals discussed in this Agreement, including, but not limited to, Regional Sediment Management, confirm the the use of best practices for management of the Boca Raton Inlet, use of the Boca Raton Inlet and Inlet Ebb Shoal as a sand source, joint participation on projects, and Third Party Funding. Deerfield shall keep Hillsboro informed of such exploration when the staff for the Parties meet to discuss the Semi- Annual Beach Monitoring.
- i. Dismissal of the Litigation. Within 7 days of the Effective Date, Hillsboro shall file a voluntary dismissal of the Litigation with prejudice. Each Party shall bear its own attorney's fees, costs and expenses associated with the Litigation. This Settlement Agreement is intended to and shall resolve all

the Claims. By executing this Agreement, the Parties acknowledge and agree that all further judicial or administrative action related to the Claims are barred, except that the Parties sole recourse for any Claims shall be to move the Court to enforce the terms of this Settlement Agreement. The court shall retain jurisdiction over the Parties to enforce the terms of this Settlement Agreement.

- j. Consultants. Any agreements with consultants shall contain a provision that requires the consultant to have insurance that names both Deerfield and Hillsboro as additional insureds. Deerfield and Hillsboro agree that consultants working on beach renourishment projects shall be solely responsible for that consultant's negligent acts or omissions. Neither Deerfield nor Hillsboro will seek to hold the other party liable for any act or omission committed by any consultant. The Parties further agree that the Party selecting the consultant shall have no liability whatsoever to the other related to the selection of any consultant as permitted herein.
- k. Temporary Construction Easement. Deerfield agrees to grant Hillsboro a temporary construction easement for construction purposes only, as shown by Exhibit "A" or as otherwise agreed in writing, subject to appropriate surveying to establish the actual boundaries upon 60 days written notice of the need for such temporary construction easement. Any request for a temporary construction easement will be made by the engineers of record for a particular project based upon a determination that there is a need for such an easement for that project. Hillsboro agrees to be responsible for any damage caused in connection with independent construction activities that utilize the easement. Any use of the easement by Hillsboro is contingent upon the approval by Deerfield of a maintenance of traffic plan so as to ensure that traffic and businesses in the vicinity are not materially disrupted.

V. Miscellaneous Provisions.

- a. Notice. All notices, amendments, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the Party giving such notice) hand delivered by prepaid express overnight courier or messenger service, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses or to such other address(es) as a Party may designate by prior written notice in accordance with this provision to the other Party:

As to the Town: Town of Hillsboro Beach
 1210 Hillsboro Mile

Hillsboro Beach, Florida 33062

With a copy to: Goren, Cherof, Doody & Ezrol, P.A.
(Which Shall Not 3099 East Commercial Boulevard, Suite 200
Constitute Notice) Ft. Lauderdale, Florida 33308
Attn: D.J. Doody, Esq.

As to the City: City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441

With a copy to: Weiss Serota Helfman Cole & Bierman, P.L.
(Which Shall Not 200 E. Broward Blvd., STE 1900
Constitute Notice) Fort Lauderdale, Florida 33301
Attn: Anthony Soroka, Esq.

- b. Authority to Enter Agreement. The Parties represent and warrant that each has the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, and the execution and delivery and performance hereof by the Parties has been duly authorized by the governing authority of each of the Parties.
- c. Entire Agreement. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. This Agreement also supersedes and replaces all prior representations, statements and understandings between the Parties with respect to the matters and things addressed herein, either written or oral. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.
- d. Binding Effect and Term. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective legal representatives, successors and permitted assigns. This Agreement is effective for a term of thirty (30) years from the execution of the first Renourishment Project contract. This Agreement may be renewed by mutual agreement of the parties for up to four additional five-year periods.
- e. Default and Remedy.
 - i. Default. Failure on the part of any Party to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or express warranty contained in this Agreement shall constitute a Default under this

Agreement.

- ii. Notice of Default and Opportunity to Cure. Upon occurrence of an alleged Default by any Party, the Parties' respective Town and City Managers shall first meet to discuss and attempt to resolve the alleged Default. If the Parties' respective Town and City Managers are unable to resolve the alleged Default, then the other Party shall deliver written notice to the Party allegedly in Default that identifies the specific nature of the alleged Default. The Party receiving such notice shall have thirty (30) days within which to cure the alleged Default. Provided, that if the alleged Default is of such nature that it cannot be reasonably cured within thirty (30) days, the Party allegedly in Default shall have such additional time as may be reasonably necessary to cure the alleged Default, so long as within said period, the alleged defaulting Party commences the cure and diligently prosecutes such cure until completion.
- iii. Remedy for Default. For any alleged Default not cured as provided in Section IV.e.ii of this Agreement, the non-Defaulting Party may seek injunctive relief or specific performance against the alleged Defaulting Party as the sole remedy. The court retains jurisdiction over the Parties to enforce the terms of this Agreement.
- iv. Mediation. Prior to seeking any legal remedy for a Default as provided in Section V.e.iii of this Agreement, a Party shall be required to mediate the dispute with the Party declared to be in Default. A Party submitting a dispute to mediation shall do so by delivering to the other Party a notice requesting mediation of the dispute and providing a list of three mediators acceptable to the requesting Party. Within 10 business days after receipt of the notice from the requesting Party, the other Party shall in writing provide notice of either the selection of one of the mediators proposed by the requesting Party or offer a list of three additional mediators for consideration. Within 10 business days of the requesting Party's receipt of the notice of selection or list of alternative mediators, the Parties shall meet for the purpose of selecting one of the mediators proposed by the Parties. Within 20 days after a mediator is agreed upon, a reasonable time and date for the mediation shall be scheduled between the Parties, subject to the chosen mediator's availability, and documented in writing. The location of the mediation shall be at a location mutually selected by the Parties, or at a location in Broward County of the mediator's choosing if the Parties cannot agree on a location. The Parties shall share equally in the fees and expenses of the mediator. Each Party shall pay their

respective attorney's fees, expert fees and other expenses related to the mediation. Any settlement achieved through mediation shall be made in writing approved by the Parties. If a settlement is not reached within 120 days after the initiation of mediation or, if the mediator declares an impasse, then the Parties may seek any and all legal or equitable remedies for the alleged Default. Mediation under Chapter 164, Florida Statutes, is not sufficient to comply with the requirements of this section.

- f. Time Extensions. The Parties by joint written consent may extend or change any of the deadlines specified in this Agreement.
- g. Amendment or Modification. This Agreement may only be amended or modified, in whole or in part, at any time, through a written instrument that sets forth such changes and which is signed by all the Parties.
- h. Waiver. Any failure by a Party to exercise any right, power or privilege under this Agreement shall not constitute a waiver of that right, power, or privilege under this Agreement.
- i. Assignability. This Agreement may not be assigned without the prior written consent of all the Parties to this Agreement.
- j. Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement, on any person other than the Parties their legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation of any third person to any Party nor shall any provision of this Agreement be interpreted to give any third person any right of subrogation or action over or against the Parties.
- k. Recording. The Parties intend this Agreement to be an interlocal agreement pursuant to Section 163.01, Florida Statutes and it shall be recorded by the Parties in the official records of Broward County, Florida.
- l. Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
- m. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Florida without regard

to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall be exclusively in Broward County, Florida and each Party hereby waives whatever their respective rights may have been in the selection of venue.

- n. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- o. Attorneys' Fees, Costs, and Expenses. The Parties agree that each party shall bear its own attorneys' fees, expert witness fees, costs, and expenses incurred in connection with this Agreement.
- p. Waiver of Jury Trial. The Parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected to this Agreement.
- q. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- r. No Construction Against Drafting Party. The Parties to this Agreement expressly recognize that this Agreement results from a negotiation process in which each Party was given the opportunity to consult with counsel and contribute to the drafting of this Agreement. Given this fact, no legal or other presumptions against the Party drafting any portion of this Agreement concerning its construction, interpretation, or otherwise shall accrue to the benefit of any Party to this Agreement and each Party expressly waives the right to assert such presumption in any proceeding or disputes connected with, arising out of, or involving this Agreement.
- s. Agency. No Party shall be deemed to be an agent of any other Party nor shall represent that it has the authority to bind any other Party.
- t. Computation of Time. In computing any time period under this Agreement, any reference to days shall mean calendar days, unless business days are specifically referenced. In computing any period of time under this Agreement, exclude the day of the event that triggers the computation of the period of time. If the last day of a period of time is a Saturday, Sunday or legal holiday, the period of time shall run until the end of the next calendar day which is not a Saturday, Sunday or legal holiday.
- u. Police Powers. Nothing in this Agreement shall be deemed a waiver of any

Party's police powers.

- v. Fiscal Year. The obligations of the City or the Town to expend funds under this Agreement are limited to the availability of funds appropriated in a current fiscal period, and continuation of the expenditure of funds under this Agreement into a subsequent fiscal period, regardless of the Agreement term, and are subject to appropriation and the availability of funds in accordance with Chapter 166, Florida Statutes.
- w. Governmental and Property Owner Approvals. All obligations of the City and the Town under this Agreement are subject to all necessary governmental approvals, including without limitation, permits from the applicable federal, state, and county agencies and any consent from affected private property owners to the extent that the scope of a project requires work to be performed on private property.
- x. No Third Party Beneficiaries. This Agreement is not intended to and shall not give any party other than the Town or the City any interest or rights with respect to or in connection with this Agreement. Therefore, no third party shall be entitled to assert a right or claim against either the Town or the City based upon this Agreement.

TOWN OF HILLSBORO BEACH

By: Deborah L. Tarrant Deborah Tarrant, Mayor

Date: 10/6/2020

Approved as to Form and Correctness:

[Signature]
Town Attorney

ATTEST:

Sherry A. Henderson
Town Clerk

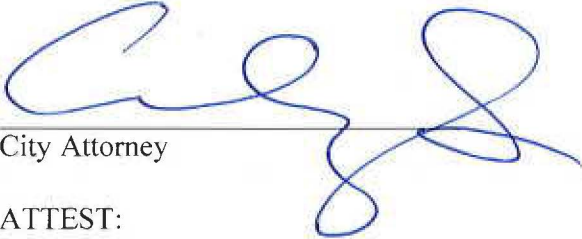


CITY OF DEERFIELD BEACH

By:  Bill Ganz, Mayor

Date: 10-8-2020

Approved as to Form and Correctness:



City Attorney

ATTEST:

[Seal]



for City Clerk

RESOLUTION NO. 2020/148

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SETTLEMENT AGREEMENT WITH THE TOWN OF HILLSBORO BEACH TO SETTLE THE LITIGATION STYLED *TOWN OF HILLSBORO BEACH VS. CITY OF DEERFIELD BEACH*; AUTHORIZING EXECUTION OF THE NECESSARY DOCUMENTS TO EFFECTUATE THE SETTLEMENT; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach and the Town of Hillsboro Beach are coastal communities that border on the Atlantic Ocean, with Hillsboro being located adjacent to and immediately south of Deerfield; and

WHEREAS, Hillsboro Beach filed suit against Deerfield Beach in Broward County Circuit Court, Case No. 17-007784 (08), seeking to enforce permits issued to Deerfield Beach by the Board of Trustees of the Internal Improvement Trust Fund regarding certain erosion control structures that were constructed in the 1950s and 1960s (the "Litigation"); and

WHEREAS, the parties have negotiated a Settlement Agreement, attached as Exhibit "A," which is intended to resolve all issues raised in the Litigation or related to the subject matter of the Litigation.

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 Agreement with the Town of Hillsboro Beach, attached as Exhibit "A".

Section 3. That the Mayor and City Manager are authorized to execute the Settlement Agreement, attached as Exhibit "A", together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. That the appropriate City officials are authorized to execute all documents deemed necessary by the City Attorney, and to do all things necessary, to implement the intent of this Resolution.

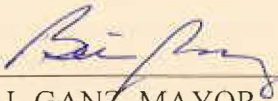
Section 5. Should any section or provision of this Resolution or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 6. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 7. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 8TH DAY OF OCTOBER, 2020.

CITY OF DEERFIELD BEACH


BILL GANZ, MAYOR

ATTEST:


for SAMANTHA GILLYARD, CMC, CITY CLERK

State of Florida
Broward County
Town of Hillsboro Beach

RESOLUTION NO. 2020-64

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A SETTLEMENT AGREEMENT BETWEEN THE TOWN OF HILLSBORO BEACH AND THE CITY OF DEERFIELD BEACH; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the appropriate Town officials to execute a Settlement Agreement between the Town of Hillsboro Beach and the City of Deerfield Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the Town Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby approves and authorizes the appropriate Town officials to execute a Settlement Agreement between the Town of Hillsboro Beach and the City of Deerfield Beach; a copy of the Settlement Agreement is attached hereto as Exhibit "A".

SECTION 3. The appropriate Town officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

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ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this
6th day of OCTOBER 2020.

TOWN OF HILLSBORO BEACH, FLORIDA

Deborah L. Tarrant
Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson
Sherry D. Henderson, CMC
Town Clerk



RESOLUTION NO. 2020-64

RECORD OF TOWN COMMISSION VOTE:

	<u>YES</u>	<u>NO</u>
MAYOR D. TARRANT	☒	☐
VICE MAYOR I. KIRDAHY	☒	☐
COMMISSIONER V. FEAMAN Motion	☒	☐
COMMISSIONER B. BALDASARRE	☒	☐
COMMISSIONER A. BROWN Second	☒	☐

Attachment 3

Hillsboro Beach Draft Resolution

RESOLUTION NO. 2021-32

A RESOLUTION OF THE COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AUTHORIZING THE FILING OF THE LOCAL GOVERNMENT FUNDING REQUEST FOR FISCAL YEAR 2022/2023 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR PROJECTS TO MITIGATE BEACH EROSION IN HILLSBORO BEACH; SUPPORTING PROJECTS FOR WHICH FUNDING IS REQUESTED; CONFIRMING THE TOWN'S ABILITY TO FUND THE APPROPRIATE LOCAL SHARE OF PROJECTS; IDENTIFYING TOWN'S FUNDING SOURCE; PROVIDING AN EFFECTIVE DATE

WHEREAS, The Town of Hillsboro Beach (Town) and the City of Deerfield Beach (City) are working jointly on a combined beach nourishment project; and

WHEREAS, the Town and City hope to work with the City of Boca Raton on a regional approach to sand management by utilizing dredged material as a source of sand for the join beach nourishment project; and

WHEREAS, the Florida Department of Environmental Protection ("FDEP") will reimburse up to 50% of the funds for beach management projects that serve areas of critical concern through the Beach Management Funding Assistant Program (the "Program"); and

WHEREAS, in order to be eligible to apply for the Program, the Town must meet certain requirements, including confirmation thar it can fund the local share of the projects, and that there is a funding source for the projects; and

WHEREAS, staff has budgeted funds for certain projects, and will continue to explore all avenues for funding in order to continue implementation of the Plan; and

WHEREAS, staff has concluded that upon approval of this Resolution by the Town Con1mission, the Town will be eligible to submit the Local Government Funding Request for Fiscal Year 2022/2023; and

WHEREAS, staff recommends the Town Commission authorize the Town Manager to submit the LGFR for Fiscal Year 2022/2023 to FDEP in order to receive reimbursement for appropriately identified projects in the Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AS FOLLOWS:

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

Section 2. The Town Commission hereby authorizes the filing of the LGFR for Fiscal Year 2022/2023, attached as Exhibit "A," in order to receive reimbursement for the beach management projects identified in the LGFR and Plan.

Section 3. The Town Manager is hereby authorized to execute the documents necessary to effectuate the filing of the LGFR with FDEP.

Section 4. The Town Commission hereby supports the projects identified in the LGFR.

Section 5. The Town Commission hereby confirms the Town's ability to fund the local cost share portion of the LGFR projects utilizing Town funds.

Section 6. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 14TH DAY OF SEPTEMBER, 2021.

TOWN OF HILLSBORO BEACH

ATTEST:

Attachment 4

Deerfield Beach Fiscal Plan

City of Deerfield Beach

Capital Improvement Plan

Capital Project Development Worksheet

Name of Project:	Beach Nourishment Project	Project Manager:	Coastal & Waterway Coordinator
Capital Project Category:	Physical Environment	Department/Division:	Sustainable Management/Coastal & Waterways
Funding Source:	General Fund	Project Type:	Rehabilitation
Comprehensive Plan Element	Coastal Management	Project Initiation Date:	FY23 (1st FY/Budget year)
Commission District:	1	Estimated Total Project Value:	\$ 3,000,000

Project Scope

Description (What will be done under this project?)

This project is a joint beach nourishment with the Town of Hillsboro Beach (Town). The City constructed a joint south beach project in 2015 due to the impacts of Hurricane Sandy. This project is the first project to be constructed since the recently adopted settlement with the Town. The City has also recently received approximately 16,000 c.y. of beach compatible sand from a beach construction site in Delray Beach. The cost of this project will depend on permissible volumes and contracted pricing for sand and consulting. The estimated total project value represents the monetary cap from the settlement agreement with the Town.

Location (Name and exact street address or cross street location)

Sand will be placed on the City's public beach between SE 6th and SE 10th Streets.

Stakeholders (List groups, departments, regulatory agencies, etc. who are also involved with this project.)

City Commission, residents and visitors. Departments include Sustainable Management, Ocean Rescue, and Parks and Recreation.

Anticipated challenges/constraints (i.e. permitting, stakeholder coordination, aggressive schedule, traffic, special events, public outreach, etc.)

The City is currently pursuing permits at this time. There will be an impediment to traffic and use of the beach during construction. Site restoration will be a requirement of this project. By not initiating this project, we subject the beach to severe damage and possible loss of the dune system and threatening the structural integrity of the already constructed revetment.

Project Justification

Issue/Drivers/Regulatory Requirements (Why is the project needed? What problem will it resolve?)

The southern 700 feet of our coastline is deemed critically eroded by the Florida Department of Environmental Protection. This joint project will satisfy requirements set forth in the recently agreed upon settlement with the Town. This project will continue to preserve one of the City's most valuable natural resources for future generations. Three years of monitoring may be required.

Project Alternatives (What are the other options or risks to the City if this project is not done?)

The City risks losing both recreational value and possible property loss.

Strategic Priority (Identify which strategic goal the project satisfies)

[Adopted Strategic Plan](#)

Priority 1. Promote & protect a prosperous atmosphere for residents, businesses and visitors.

Directional Statement (Identify which strategic goal the project satisfies)

F. Continue to protect the environment, including the beachfront.

Schedule of Major Milestones (Include all milestones necessary to accomplish the project)

Project Milestone	Start Date (MM/YYYY)	End Date (MM/YYYY)	Project Milestone	Start Date (MM/YYYY)	End Date (MM/YYYY)
Construction	11/2022	04/2023	Notice to Proceed	01/2023	
Annual Monitoring Requirement	04/2024	04/2024			
Annual Monitoring Requirement	04/2025	04/2025			
Annual Monitoring Requirement	04/2026	04/2026			

City of Deerfield Beach
Capital Improvement Plan
Capital Project Development Worksheet

Grant Funding						
Is this project associated with or being funded by a grant? ☒ No ☐ Yes (If yes, provide additional details below)						
Grantor Name:			Effective Date:			
Grant Amount:			Expiration Date:			
Matching Req's:						
Other pertinent details:	50% of the annual project costs would qualify for reimbursement by the Florida Department of Environmental Protection subject to legislative approval and allocation of funds. The City has also historically been able to secure 12% funding from Broward County. City staff will also try to utilize funds					
Funding Analysis						
	FY 2022 Estimate	FY 2023 Estimate	FY 2024 Estimate	FY 2025 Estimate	FY 2026 Estimate	Estimated 5 year Total Cost
Proposed Capital Costs		\$ 3,000,000				\$ 3,000,000
Financing	Total Project Financing					
General Fund Operating		\$ 3,000,000				3,000,000
Enterprise Fund Operating						-
Fund Balance-Committed	-	-	-	-	-	-
Fund Balance-Unassigned						-
Debt	-	-	-	-	-	-
Grant-Federal, State, Local	-	-	-	-	-	-
CRA Fund	-	-	-	-	-	-
Other Sources	-	-	-	-	-	-
Total Capital Funding	-	3,000,000	-	-	-	3,000,000
Variance-over (short)	-	-	-	-	-	-
Project Cash Flow Estimate						
Project Activity	FY 2022 Cash Flow Estimate	FY 2023 Cash Flow Estimate	FY 2024 Cash Flow Estimate	FY 2025 Cash Flow Estimate	FY 2026 Cash Flow Estimate	Estimated 5 year Total Cost
Planning, Development, Procurement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering, Design, Permitting	-	-	-	-	-	-
Land Acquisition		-	-	-	-	-
Construction, Commissioning		3,000,000	-	-	-	3,000,000
Contract/Construction Administration						-
Other	-				-	-
Total:	-	3,000,000	-	-	-	3,000,000
Contingency - 10%	-	-	-	-	-	-
Project Budget:	\$ -	\$ 3,000,000	\$ -	\$ -	\$ -	\$ 3,000,000
Previously Expended Project Costs:	\$ -		Total Project Costs:			\$ 3,000,000

City of Deerfield Beach
Capital Improvement Plan
Capital Project Development Worksheet

Impact on Annual Operating Budget						
Operating Impacts (Increase/Decrease in Costs - describe and quantify):						
Permitting requirements for Beach Nourishment projects stipulate three years of subsequent Physical and Biological monitoring at a cost of \$40,000 annually.						
Cost Estimates	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total
Personnel	\$ -	\$ -	\$ -		\$ -	\$ -
Materials/Supplies	-	-	-		-	-
Contractual Services	-	-	40,000	40,000	40,000	120,000
Equipment	-	-	-	-	-	-
Utilities	-	-	-	-	-	-
Preventative Maintenance	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-
TOTAL	\$ -	\$ -	\$ 40,000	\$ 40,000	\$ 40,000	\$ 120,000
Revenue Impacts (Increase/Decrease in Revenues - describe and quantify):						
Revenue Estimates	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
User Fees	-	-	-	-	-	-
Program Fees	-	-	-	-	-	-
Other/Miscellaneous	-	-	-	-	-	-
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Attachment 5

Excerpt from Hillsboro Beach Annual Budget

Town of Hillsboro Beach

Florida's **Magnificent** Mile

ANNUAL BUDGET

FISCAL YEAR 2022



**Town of Hillsboro Beach
Fiscal Year 2022 Budget**

**General Fund - Capital Improvement Program (CIP)
(Budget Details)**

Description	FY2020	FY2021			FY2022		
	Actual	Annual Budget	Forecast	Variance Fav/(Unfav)	Annual Budget	Incr. Over Budget	% Incr. Budget
Beach Renourishment							
<u>FUNDING</u>							
Revenue							
Grant Revenue	\$ 525	\$ 59,500	\$ 64,970	\$ 5,470	\$ 3,499,970	\$ 3,440,470	5782.3%
Total Revenue	525	59,500	64,970	5,470	3,499,970	3,440,470	5782.3%
Loans							
Bank Loan	3,573,979	-	-	-	1,137,500	1,137,500	N/A
Loans	3,573,979	-	-	-	1,137,500	1,137,500	N/A
Transfer From General Fund	257,992	-	-	-	-	-	N/A
Total Funding	3,832,496	59,500	64,970	5,470	4,637,470	4,577,970	7694.1%
<u>EXPENDITURES</u>							
Engineering - FY2020 Project	138,731	-	-	-	-	-	N/A
Construction - FY2020 Project	3,693,764	-	-	-	-	-	N/A
Engineering - FY2020 Monitoring	-	54,500	54,500	-	57,000	2,500	4.6%
Engineering - Qtrly Reporting	-	5,000	5,000	-	10,000	5,000	100.0%
Beach Tilling / Scarp Removal	-	-	5,470	(5,470)	5,470	5,470	N/A
Engineering - FY2022 Project	-	-	-	-	365,000	365,000	N/A
Construction - FY2022 Project	-	-	-	-	4,200,000	4,200,000	N/A
Total Expenditures	3,832,496	59,500	64,970	(5,470)	4,637,470	4,577,970	7694.1%
Funding Over/(Under) Expend.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-778

Agenda Date: 8/17/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting the Quit Claim Deeds from Habitat for Humanity of Broward, Inc. for the lots located at 166 SE 2nd Court and 163 SE 2nd Court; approving Quit Claim Deeds to Habitat for Humanity of Broward, Inc. for the lots located at 2 NE 4th Court, 40 NE 40th Court, 436 N. Deerfield Avenue, and 20 NE 4th Court; providing for conflicts and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On August 18, 2015, the City Commission conveyed 5 lots to Habitat of Humanity of Broward ("Habitat") for the development of single family affordable housing. The award of the lots was done through RFP #2014-15/01- Vacant Property Affordable Housing Development. On October 20, 2020, Habitat conveyed the vacant property located at 171 SW 3rd Street back to the City through a Quit Claim Deed.

Current Activity

With the creation of the Local Activity Center known as Pioneer Grove, the City has requested that Habitat convey back to the City the two lots initially dedicated to Habitat that are within Pioneer Grove, as this land is best served for higher density uses. In return, the City proposes to Quit Claim four small parcels of land, which when combined, can be used to create two separate single-family homes.

The City is requesting that Habitat for Humanity, through quitclaim deeds, convey the two parcels of land listed below back to the City:

1. Parcel: 484306060300 (166 SE 2ND COURT)
2. Parcel: 484306060070 (163 SE 2ND COURT)

In return, the City is proposing to convey the four congruent vacant parcels of land listed below to Habitat, in which Habitat will develop two single family homes, as each individual lot is not large enough to meet the requirements for development.

1. Parcel: 474331060220 (2 NE 4TH COURT)
2. Parcel: 474331060200 (40 NE 4TH COURT)

3. Parcel: 474331060230 (436 N. DEERFIELD AVENUE)
4. Parcel: 474331060210 (20 NE 4 COURT)

Recommendation

It is recommended that the City Commission accept the quitclaim deeds from Habitat for the vacant lots located at 166 SE 2ND Court and 163 SE 2ND Court and approve quitclaim deeds to Habitat for the vacant lots located at 2 NE 4TH Court, 40 NE 4TH Court, 436 N. Deerfield Avenue, and 20 NE 4 Court.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ACCEPTING THE QUITCLAIM DEEDS FROM HABITAT FOR HUMANITY OF BROWARD, INC. FOR THE LOTS LOCATED AT 166 SE 2ND COURT AND 163 SE 2ND COURT; APPROVING QUITCLAIM DEEDS TO HABITAT FOR HUMANITY OF BROWARD, INC. FOR THE LOTS LOCATED AT 2 NE 4TH COURT, 40 NE 4TH COURT, 436 N. DEERFIELD AVENUE, AND 20 NE 4TH COURT; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, on August 18, 2015, the City conveyed five lots to Habitat for Humanity of Broward, Inc. (“Habitat”) for single family affordable housing; and

WHEREAS, with the creation of the Local Activity Center known as Pioneer Grove, the City has requested that Habitat convey back to the City the two lots located at 166 SE 2nd Court and 163 SE 2nd Court (collectively, the “Two Lots”) initially dedicated to Habitat that are within Pioneer Grove, as the Two Lots are best served for higher density uses; and

WHEREAS, in return for the Two Lots, the City proposed to quitclaim deed the four congruent lots located at 2 NE 4th Court, 40 NE 4th Court, 436 N. Deerfield Avenue, and 20 NE 4th Court (collectively, the “Four Lots”) to Habitat, which when combined can be used to create two separate single-family homes; and

WHEREAS, the City Commission finds that it is in the best interest of the City to accept the quitclaim deeds from Habitat for the Two Lots and approve the quitclaim deeds to Habitat for the Four Lots.

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 of the City of Deerfield Beach hereby accepts the quitclaim deeds from Habitat for the Two Lots.

Section 3. The City Commission hereby approves execution and issuance of the quitclaim deeds to Habitat for the Four Lots.

Section 4. 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 deeds.

Section 5. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Planning & Development Services

Habitat for Humanity Property Exchange

OUR FUTURE REFOCUSED



PLANNING & DEVELOPMENT SERVICES

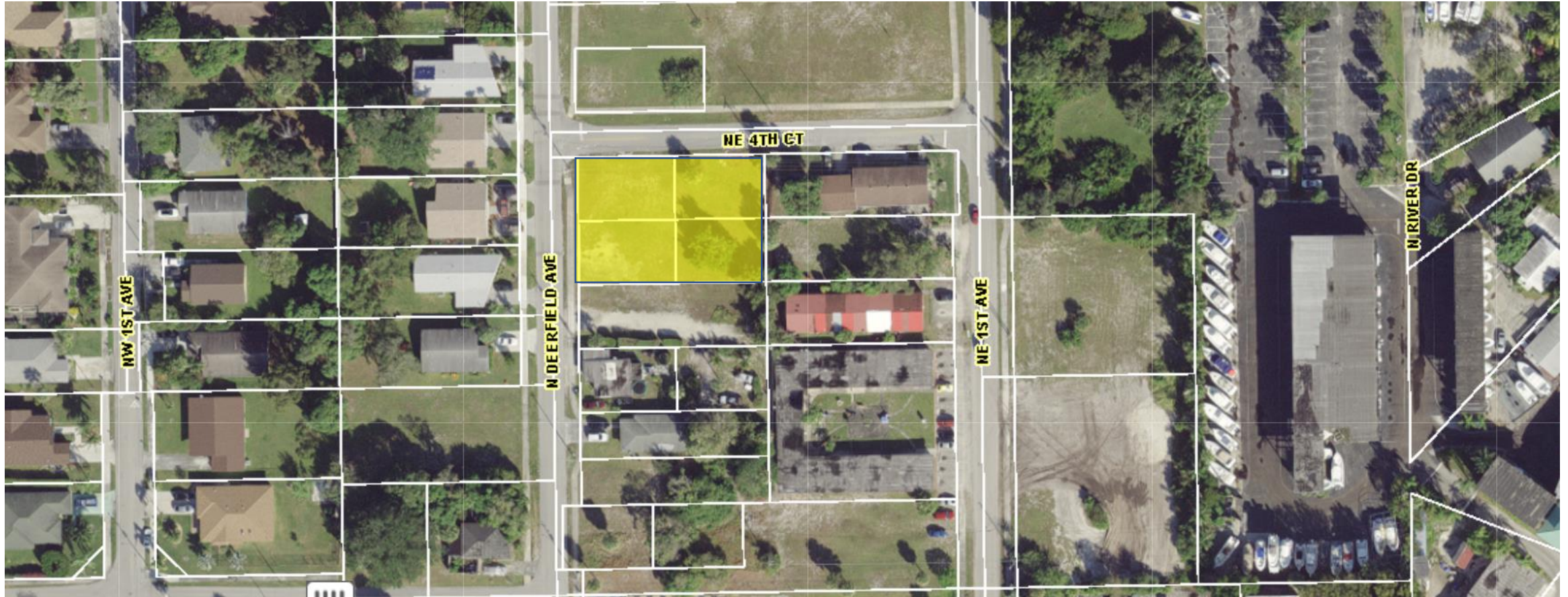
- On August 18, 2015, the City Commission conveyed 5 lots to Habitat for Humanity of Broward (Habitat); for single family affordable housing development.
- With the creation of the Local Activity Center known as Pioneer Grove, the City requested that that the 2 lots initially dedicated to habitat that are within Pioneer Grove be returned to the City as this land is best served for higher density uses.
- In return, the City proposes to Quit Claim 4 small parcels of land, which when combined, can be used to create two separate single-family homes.

PLANNING & DEVELOPMENT SERVICES



Parcels: 484306060300, 484306060070

PLANNING & DEVELOPMENT SERVICES



Parcels: 474331060220, 474331060200, 474331060230, 474331060210



QUESTIONS?

OUR FUTURE REFOCUSED



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-864

Agenda Date: 8/17/2021

Status: CITY COMMISSION BUSINESS

In Control: City Commission

Title

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

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Section 50-113(g) of the City Code authorizes the City Commission to set the daily charge for use of the Pier by resolution. The City currently waives fees for active military and veterans.

Current Activity

In recognition of the tremendous work and difficult experiences first responders have endured over the past few years, the City would like to provide free sightseeing admission to the International Fishing Pier (the "Pier") for active first responders. This would waive the current fee of \$1 for all first responders. Active first responders consist of active law enforcement, fire, and emergency medical services personnel (collectively, "First Responders"). Free admission shall be provided to First Responders who provide a form of identification demonstrating employment as a First Responder, which may include an ID from the employing agency.

The fiscal impact is negligible.

Recommendation

Staff recommends approval

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING FREE
SIGHTSEEING ADMISSION TO THE INTERNATIONAL FISHING
PIER FOR ACTIVE FIRST RESPONDERS; AUTHORIZING
AMENDMENT TO THE APPROPRIATE FEE SCHEDULE TO THE
EXTENT REQUIRED; PROVIDING FOR CONFLICTS AND AN
EFFECTIVE DATE**

WHEREAS, the City of Deerfield Beach (the “City”) would like to provide free sightseeing admission to the International Fishing Pier (the “Pier”) for active first responders; and

WHEREAS, active first responders consist of active law enforcement, fire, and emergency medical services personnel (collectively, “First Responders”); and

WHEREAS, free admission shall be provided to First Responders who provide a form of identification demonstrating employment as a First Responder, which may include an ID from the employing agency; and

WHEREAS, Section 50-113(g) of the City Code authorizes the City Commission to set the daily charge for use of the Pier by resolution; and

WHEREAS, staff recommends approval of free sightseeing admission to the Pier for First Responders; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve free sightseeing admission to the Pier for First Responders.

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

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

Section 2. The City Commission hereby approves free admission to the Pier for First Responders.

Section 3. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution, including adjustment of the applicable fee schedule as necessary.

Section 4. All resolutions, or parts of resolutions, in conflict with this Resolution are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK