



Special 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 24, 2021
6:45 PM

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA

August 24, 2021

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/89603087439?pwd=M1VWMVZJby9sVW00djV6NmgyUXJpUT09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 896 0308 7439#

Participant ID: #

Passcode: 718310#

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

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 1. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a settlement in the litigation styled *City of Deerfield Beach vs. Kristina S. Clothier, et. al. and City of Deerfield Beach vs. Kristina S. Clothier*; providing for the**

purchase of certain beach lots; authorizing execution of documents necessary to effectuate the settlement; providing for implementation and an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Attorney

Attachment: Clothier Settlement

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

2. Discussion and potential action regarding the City Manager's Evaluation.

Suggested Action: Motion on decision of Commission

Sponsor: City Commission

Attachment: City Manager Performance Evaluation

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.



Special City Commission Meeting - August 24, 2021

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that a **Special City Commission** meeting will be held on **Tuesday, August 24, 2021, at 7:30 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 24, 2021, Special 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 24, 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 7:30 PM on August 24, 2021.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/89603087439?pwd=M1VWMVZJby9sVW00djV6Nm9vUXJpUT09>
 - 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: 896 0308 7439#, Participant ID: #, Passcode: 718310#

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 7:30 PM on August 24, 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. 2021-889

Agenda Date: 8/24/2021

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a settlement in the litigation styled *City of Deerfield Beach vs. Kristina S. Clothier, et. al. and City of Deerfield Beach vs. Kristina S. Clothier*; providing for the purchase of certain beach lots; authorizing execution of documents necessary to effectuate the settlement; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$485,000 includes the purchase of the two subject beach lots.

Background/History

On May 7, 2019, the City of Deerfield Beach (the "City") filed a foreclosure against Kristina S. Clothier ("Clothier"), and all known and unknown parties claiming by, through, under, and against Clothier, Case No. CACE 19-009856 (the "Foreclosure Lawsuit"). On August 9, 2019, Clothier filed a counterclaim against the City in the Foreclosure Lawsuit, as amended on April 27, 2021 (the "Counterclaim"). On May 19, 2021, the City filed suit against Clothier seeking Injunctive Relief, Case No. CACE 21-010038 (the "Injunction Action").

Clothier claims to be the fee simple title holder of the beach property located within the City and described as:

Lot 15, Block 2, OCEAN VUE, according to the plat thereof, as recorded in Plat Book 3, at page 34, of the Public Records of Broward County, Florida; and

Lot 14, Block 2, OCEAN VUE, according to the plat thereof, as recorded in Plat Book 3, at page 34, of the Public Records of Broward County, Florida.

The Foreclosure Lawsuit, the Counterclaim, and the Injunctive Action involve either one or both of the above referenced properties (collectively, the "Property").

In addition to the specific allegations set forth in the Counterclaim, Clothier claims that the City has restricted her from her lawful use of the Property and has threatened to file additional litigation to that effect, and is seeking damages for actions by the City that she claims have restricted her lawful use of the Property. The City denies these allegations.

Current Activity

It is the desire of City and Clothier to comprehensively resolve all of the issues referenced above and all of the issues that were raised, or could have been raised in the Counterclaim, Foreclosure Lawsuit, and Injunctive Action, so as to comprehensively and finally settle all claims, of whatsoever nature, that relate to the past, present, and future uses of the Property, and any other beach property in the City of Deerfield Beach owned by Clothier at the

time of filing the Counterclaim, Foreclosure Lawsuit, or Injunctive Action, including but not limited to property rights claims of any kind whatsoever under any State Law or judicial decision or any Federal Law or judicial decision.

The proposed settlement (attached as Exhibit "A" and hereinafter referred to as the "Settlement") will provide for the City to purchase the subject beach lots, at a fair price. It is the policy of the City and in the best interest of its citizens that the City gain ownership of its beaches as a resource for its residents.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A SETTLEMENT IN THE LITIGATION STYLED *CITY OF DEERFIELD BEACH VS. KRISTINA S. CLOTHIER, ET. AL. AND CITY OF DEERFIELD BEACH VS. KRISTINA S. CLOTHIER*; PROVIDING FOR THE PURCHASE OF CERTAIN BEACH LOTS; AUTHORIZING EXECUTION OF DOCUMENTS NECESSARY TO EFFECTUATE THE SETTLEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, on May 7, 2019, the City of Deerfield Beach (“City”) filed a foreclosure against Kristina S. Clothier (“Clothier”), and all known and unknown parties claiming by, through, under, and against Clothier, Case No. CACE 19-009856, said litigation being referred to as the “Foreclosure Lawsuit”; and

WHEREAS, on August 9, 2019, Clothier filed a counterclaim against the City in the Foreclosure Lawsuit, as amended on April 27, 2021, said counterclaim being referred to as the “Counterclaim”; and

WHEREAS, on May 19, 2021, City filed suit against Clothier seeking Injunctive Relief, Case No. CACE 21-010038, said litigation being referred to as the “Injunction Action”; and

WHEREAS, Clothier claims to be the fee simple title holder of the beach property located within the City and described as:

Lot 15, Block 2, OCEAN VUE, according to the plat thereof, as recorded in Plat Book 3, at page 34, of the Public Records of Broward County, Florida; and

Lot 14, Block 2, OCEAN VUE, according to the plat thereof, as recorded in Plat Book 3, at page 34, of the Public Records of Broward County, Florida.

WHEREAS, the Foreclosure Lawsuit, the Counterclaim and the Injunctive Action involve either one or both of the above referenced properties (collectively, the “Property”); and

WHEREAS, in addition to the specific allegations set forth in the Counterclaim, Clothier claims that the City has restricted her from her lawful use of the Property and has threatened to file additional litigation to that effect, and seeking damages for actions by the City that she claims have restricted her lawful use of the Property; and

WHEREAS, the City denies the above referenced allegations; and

WHEREAS, it is the desire of City and Clothier to comprehensively resolve all of the issues referenced above and all of the issues that were raised, or could have been raised in the Counterclaim, Foreclosure Lawsuit, and Injunctive Action, so as to comprehensively and finally settle all claims, of whatsoever nature, that relate to the past, present, and future uses of the Property, and any other beach property in the City of Deerfield Beach owned by Clothier at the time of filing the Counterclaim, Foreclosure Lawsuit, or Injunctive Action, including but not limited to property rights claims of any kind whatsoever under any State Law or judicial decision or any Federal Law or judicial decision; and

WHEREAS, the proposed settlement (attached as Exhibit “A” and hereinafter referred to as the “Settlement”) will provide for the City to purchase the subject beach lots, at a fair price; and

WHEREAS, it is the policy of the City and in the best interest of its citizens that the City gain ownership of its beaches as a resource for its residents; and

WHEREAS, the City finds the Settlement to be in the best interest of the residents of the City of Deerfield Beach.

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 and authorizes the Mayor and counsel for the City to execute the Settlement, 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. The City Manager and appropriate City officials are authorized to take all necessary actions to implement the Settlement. Funds for the Settlement are authorized to be expended from all legally available City funds.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

DRAFT

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

CITY OF DEERFIELD BEACH,
a Florida Municipal Organization,

CASE NO.: CACE-19-009856
CACE-21-010038

Plaintiff,

v.

KRISTINA S. CLOTHIER, et. al.

Defendants.

_____ /

SETTLEMENT STIPULATION AND ORDER APPROVING SETTLEMENT

WHEREAS, on May 7, 2019, the City of Deerfield Beach (“City”) filed a foreclosure against Kristina S. Clothier (“Clothier”), and all known and unknown parties claiming by, through, under, and against Clothier, Case No. CACE 19-009856, said litigation being referred to as the “Foreclosure Lawsuit”; and

WHEREAS, on August 9, 2019, Clothier filed a counterclaim against the City in the Foreclosure Lawsuit, as amended on April 27, 2021, said counterclaim being referred to as the “Counterclaim”; and

WHEREAS, on May 19, 2021, City filed suit against Clothier seeking Injunctive Relief, Case No. CACE 21-010038, said litigation being referred to as the “Injunction Action”; and

WHEREAS, Clothier claims to be the fee simple title holder of the beach property located within City and described as:

Lot 15, Block 2, OCEAN VUE, according to the plat thereof, as recorded in Plat Book 3, at page 34, of the Public Records of Broward County, Florida; and

Lot 14, Block 2, OCEAN VUE, according to the plat thereof, as recorded in Plat Book 3, at page 34, of the Public Records of Broward County, Florida.

WHEREAS, the Foreclosure Lawsuit, the Counterclaim and the Injunctive Relief Lawsuit involve either one or both of the above referenced properties (collectively, the “Property”); and

WHEREAS, in addition to the specific allegations set forth in the Counterclaim, Clothier claims that the City has restricted her from her lawful use of the Property and has threatened to file additional litigation to that effect, and seeking damages for actions by the City that she claims have restricted her lawful use of the Property; and

WHEREAS, the City denies the above referenced allegations; and

WHEREAS, it is the desire of City and Clothier to comprehensively resolve all of the issues referenced above and all of the issues that were raised, or could have been raised in the Counterclaim, Foreclosure Lawsuit, and Injunctive Action, so as to comprehensively and finally settle all claims, of whatsoever nature, that relate to the past, present, and future uses of the Property, and any other beach property in the City of Deerfield Beach owned by Clothier at the time of filing the Counterclaim, Foreclosure Lawsuit, or Injunctive Action, including but not limited to property rights claims of any kind whatsoever under any State Law or judicial decision or any Federal Law or judicial decision; and

WHEREAS, the parties hereto have affixed their signatures to this settlement and by doing so have indicated the truth and accuracy of the representations set forth herein, their agreement to the terms hereof, their intent to be bound hereby and their authority to execute and implement this settlement and all terms contained herein;

NOW THEREFORE BE IT AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

- 1) The above WHEREAS clauses are true and correct and are affirmed by the parties.
- 2) Clothier, for and in consideration of the total sum of four hundred eighty five thousand dollars (\$485,000), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby completely and fully releases, acquits, satisfies, remises, and forever discharges the City, and its respective staff, elected and appointed officials, councilpersons, employees, agents, attorneys, assigns, and representatives, from any liability, obligation, or responsibility, including but not limited to all claims alleged, and also all other demands, actions, causes of action, controversies, declaratory judgment actions, cross claims, counterclaims, debts, damages, common law claims, statutory claims, costs, expenses, attorneys' fees, compensation, obligations, and liabilities of any and every nature whatsoever at law or in equity, whether known or unknown, suspected or unsuspected, matured or unmatured, liquidated or unliquidated, and whether or not contingent (all of the foregoing are collectively referred to as "Claims"), which Clothier (and her respective affiliates, partners, successors and predecessors in interest, heirs, assigns, stockholders, agents, attorneys, representatives and insurers of the foregoing) ever had, now has, or may have against the City arising out of or relating to the Property, any other beach property, and/or from the Counterclaim.
- 3) Conveyance of Title; Permitted Exceptions: Clothier shall convey title by Special Warranty Deed to City on the Closing Date (i.e. September 30, 2021 or a mutually agreed upon closing date after September 30, 2021), fee simple title to the Property subject only to the following: (i) zoning restrictions, prohibitions, and other requirements imposed by governmental authority; (ii) restrictions and matters appearing on the plat or otherwise

common to the subdivision; (iii) public utility easements of record; (iv) taxes for the year after closing; (v) The rights, if any, of the public to use as a public beach or recreation area any part of the land lying between the body of water abutting the subject property and the natural line of vegetation, bluff, extreme high water line, or other apparent boundary lines separating the publicly used area from the upland private area; (vi) Resolution of Trustees of the Internal Improvement Trust Fund of the State of Florida establishing an Erosion Control Line, as recorded on June 11, 1998 in Official Records Book 28376, page 534, of the Public Records of Broward County, Florida; and the terms and conditions of this Settlement Stipulation and Order (the "Permitted Exceptions"), and such additional matters as otherwise may be permitted by this Agreement. The City agrees to accept title to the Property subject only to the Permitted Exceptions and such additional matters as otherwise may be permitted by this Agreement. Said Special Warranty Deed shall include and encompass all of the Clothier's rights, title and interest in and to any appurtenant or reversionary rights therein or thereon and in any streets, rights-of-way, dedications or easements within the said lands, or on the perimeter thereof, or any parcel thereof.

- 4) Right to Inspect. The City shall have 15 days from full execution of this Settlement ("Inspection Period") to have such inspections of the Property performed as City shall desire, at the City's cost, including an environmental inspection. During the Inspection Period, Seller shall make the Property readily available as necessary for such purposes. If the City determines, in City's sole discretion based on the inspections, that the Property is not acceptable to City, City may cancel the purchase contemplated herein by delivering written notice of such election (along with a copy of the inspections) to Clothier's counsel (at the address specified in Section 12) prior to the expiration of the Inspection Period. If City timely cancels the purchase contemplated herein, City and Clothier shall be released of all further obligations under this Agreement, except as otherwise provided herein.
- 5) Evidence of Title. The City shall procure an ATIDS certified computer search and shall, at the City's sole expense, cause a title insurance commitment to be prepared by the City's counsel with an owner's policy of title insurance to be issued to City after closing.
- 6) Marketable Title. Clothier shall convey a marketable title, subject only to the Permitted Exceptions set forth in this Agreement and those that shall be discharged by Clothier at or before closing. Marketable title shall be determined according to the applicable Title Standards adopted by The Florida Bar and in accordance with law. The City shall have three (3) days from the date of receiving evidence of title to examine same.
- 7) Additional Title Exceptions Set Forth in Commitment. If the Commitment contains any exceptions other than the Permitted Exceptions referred to in paragraphs 3 (i) through (vi) as determined by the City in the City's sole discretion, the City shall deliver written notice to Clothier specifying such objections. Upon receipt of the notice, Clothier shall have five (5) days in which to remove the additional exceptions with reasonable effort and reasonable expenditures.

- 8) Failure to Remove Title Objections. If Clothier fail to remove for any reason any such objections within five (5) days after notice to Clothier, the City may elect by giving written notice to Clothier, which notice must be received by Clothier before the date that is one (1) day after the end of such five (5) day period, either to (i) reject title as it then exists and terminate this Agreement and thereupon this Agreement shall cease and terminate and the parties shall have no further rights, duties, or obligations under this Agreement, except for those rights, duties and obligations that specifically survive termination of this Agreement and the City's deposit (if any) shall be refunded; or (ii) waive such objections and proceed with the Closing and accept the Property subject to such exceptions as Permitted Exceptions without reduction of the purchase price (as set forth above in Paragraph 2); or (iii) accept the title as it then is, but with a credit against the purchase price in an amount equal to the anticipated cost of eliminating or curing the title defects, to the extent that they may be eliminated or cured by the payment of money, provided that any such credit against the purchase price shall not exceed \$10,000.00. If the City fails to send any notice by the required date, the City shall be deemed to have waived the objections to such exceptions and shall proceed to the Closing as provided by this Agreement.
- 9) Additional Exceptions Set Forth in Title Endorsement. If any subsequent endorsement to the Commitment reveals any additional exceptions not permitted by this Agreement arising after the effective date of the Commitment, Clothier shall have five (5) days in which to remove such additional exceptions, subject to the limitations set forth above. If Clothier are unable to remove such additional exceptions, the City shall have the same rights and remedies as provided above, except that the Closing shall not be extended more than two (2) days to permit Clothier to cure any such additional exceptions.
- 10) Clothier's Covenants. During the term of this Agreement, Clothier shall not, without in each instance first obtaining the City's written consent, which may be withheld in the City's sole discretion, consent to or permit (i) any modifications to existing easements, covenants, conditions, restrictions, or rights of way affecting the Property, (ii) any new easements, covenants, conditions, restrictions, or rights of way affecting the Property, (iii) any zoning changes or other changes of governmental approvals, (iv) any modifications to or future advances under any existing liens, mortgages, deeds of trust or other encumbrances on the Property, or (v) any new liens, mortgages, deeds of trust, or other encumbrances on the Property.
- 11) Deletion of Standard Exceptions. Clothier and the City each agree to provide reasonable affidavits and documentation to enable the Title Company to delete all Schedule B-I requirements, the "gap" exception, and the construction lien exceptions from the Commitment at Closing. Clothier and the City each shall be responsible for satisfying those Schedule B-I requirements applicable to each of them.

- 12) Unless otherwise cancelled for the reasons set forth herein, the City shall pay a total of four hundred eighty five thousand dollars (\$485,000) for said Property as follows: \$300,000 to be paid on September 30, 2021 (or the date of the closing if the closing occurs after September 30, 2021) and a final payment of \$185,000 on or before November 1, 2022. The payments shall be made to the Sweetapple, Broeker & Varkas Trust Account (Payee) care of Robert Sweetapple, Esq., Sweetapple, Broeker & Varkas, P.L., 4800 N. Federal Highway, Suite D306, Boca Raton, FL 33431. No interest shall accrue. Any and all taxes or liens of record shall be prorated through the date of execution of this settlement agreement and shall serve as either a debit or credit with regard to the September 30, 2021 payment of \$300,000.00. All recording costs shall be paid for by City. If Payee gives notice of a different payment address to the City Manager at the City of Deerfield Beach, 150 N.E. 2nd Ave., Deerfield Beach, Florida, by registered mail, return receipt requested, all future payments shall be mailed or delivered to that address.
- 13) Clothier will be responsible for the payment of all documentary stamp taxes to the State of Florida. To calculate the amount of documentary stamps to be paid for each of the parcels on the Property, the parties agree to use the following calculation for each of the two parcels: square footage of the specific parcel divided by total square footage of all two parcels multiplied by \$485,000.
- 14) Within ten (10) days of this order or such earlier time period as agreed to in writing by the parties, Clothier shall remove all property, including but not limited to “No Trespassing” signs, tents and the motorhome described in the Injunctive Action and Foreclosure Lawsuit, from the Property and shall assure that said personal property, and all other personal property on the Property, does not leave any contaminants on the Property and if there are any such contaminants, Clothier shall be jointly and severally liable for their clean up as required by law. Notwithstanding the foregoing, Clothier may request for the City to remove the motorhome from the Property and the City may do so, provided that Clothier (i) disclaims any and all interest in the motorhome, and all contents within, or on, the motorhome, and (ii) fully indemnifies and holds harmless the City, and the City’s officials, employees, authorized agents, and any contractors hired by the City to cause the removal.
- 15) Within five days after the closing of the instant transaction, Clothier shall dismiss the Counterclaim, with prejudice; and the City will dismiss the Foreclosure Lawsuit and Injunctive Relief Complaint with prejudice, with all parties bearing their own attorneys’ fees and costs. Upon the closing of the purchase transaction, the City shall release all City liens currently on the Property and dismiss all Code enforcement cases regarding the Property.
- 16) The parties agree that the Court should retain jurisdiction to enforce this Settlement Agreement and all terms herein, including entering a Final Judgment upon breach. This Settlement Agreement shall be binding against Clothier, and all known and unknown parties claiming by, through, under, and against Clothier, as well as her successors and

assigns.

Witness:

KRISTINA S. CLOTHIER

By: _____

Name: _____

Title: _____

Name: _____

Witness:

Name: _____

Attest:

CITY OF DEERFIELD BEACH, FLORIDA,
a Florida municipal corporation

By: _____

Name: _____

Title: _____

Name: _____

Title: _____

Approved as to Form and Legal Sufficiency
for the use of and reliance by the City of
Deerfield Beach only:

Anthony C. Soroka, City Attorney

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

CITY OF DEERFIELD BEACH, a
Florida Municipal Organization,

Plaintiff,

v.

CASE NO.: CACE-19-009856
CACE-21-010038

KRISTINA S. CLOTHIER, et. al.

Defendants.

ORDER APPROVING SETTLEMENT

Now therefore, based upon the above agreement between the parties, and this Court being fully advised in the premises and finding that the proposed agreement is a fair and lawful settlement, it is ORDERED and ADJUDGED as follows:

1. The settlement as set forth above (the Settlement Agreement) is hereby approved by the Court and shall be binding on all the parties hereto.
2. This case is dismissed for administrative purposes.
3. This Court shall retain jurisdiction to enforce the terms hereof and issue all orders and take all actions required to enforce said terms, including, but not limited to, entering a Final Judgment upon breach.

DONE AND ORDERED in Chambers, at Broward County, Fort Lauderdale, Florida on this _____ day of _____, 2021.

Circuit Court Judge

Copies provided to:

Robert A. Sweetapple, Esquire, Sweetapple, Broeker & Varkas, P.L., 4800 N. Federal Highway, Suite D306, Boca Raton, FL 33431; E-mail: pleadings@sweetapplelaw.com

Daniel A. Abbott, Esquire, Weiss Serota, et al., 200 East Broward Boulevard, Suite 1900, Fort Lauderdale, Florida 33301; E-mail: mmandel@wsh-law.com

Anthony C. Soroka, Esquire, City Attorney, Weiss Serota, et al., 1200 North Federal Highway, Suite 312, Boca Raton, Florida 33432; E-mail: asoroka@wsh-law.com



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-890

Agenda Date: 8/24/2021

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

Discussion and potential action regarding the City Manager's Evaluation.

Recommended Action

Motion on decision of Commission

Background/History

The City Manager's employment contract provides for the City Commission to provide him with a performance evaluation each year, including submission of a written performance evaluation and a review at a public meeting.

The City Commission previously approved a performance evaluation form to be used for the purpose of providing the written performance evaluation of the City Manager.

Per Section 3(B) of the contract, the City Commission may increase the Manager's salary in such amounts and to such an extent as the City Commission may determine desirable on the basis of performance and evaluation of the Manager, in the City Commission's sole discretion.

Current Activity

The City Manager's employment contract provides for the evaluation and review to be done by September 30 of each year of the contract. The contract provides for an evaluation format, including use of the written evaluation form approved by Resolution of the City Commission.

City Manager Performance Evaluation

City Manager Performance Evaluation

City of Deerfield Beach, FL

Evaluation period: _____

Governing Body Member's Name

Each member of the Dais should complete this evaluation form, sign it in the space below, and return it to **The City Clerks Office**. The deadline for submitting this performance evaluation is _____. Evaluations will be summarized and included on the agenda for discussion at the work session on _____.

Mayor's Signature

Date

Governing Body Member's Signature

Date Submitted

INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the city manager's performance.

5 = Excellent (almost always exceeds the performance standard)

4 = Above average (generally exceeds the performance standard)

3 = Average (generally meets the performance standard)

2 = Below average (usually does not meet the performance standard)

1 = Poor (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted. All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the governing body to the city manager as part of the agenda for the meeting indicated on the cover page.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

_____ Diligent and thorough in the discharge of duties, "self-starter"

_____ Exercises good judgment

_____ Displays enthusiasm, cooperation, and will to adapt

_____ Mental and physical stamina appropriate for the position

_____ Exhibits composure, appearance and attitude appropriate for executive position

Add the values from above and enter the score for this category _____

2. PROFESSIONAL SKILLS AND STATUS

- ☐ Maintains knowledge of current developments affecting the practice of local government management
- ☐ Demonstrates a capacity for innovation and creativity
- ☐ Anticipates and analyzes problems to develop effective approaches for solving them
- ☐ Willing to try new ideas proposed by governing body members and/or staff
- ☐ Sets a professional example by handling affairs of the public office in a fair and impartial manner

Add the values from above and enter the score for this category _____

3. RELATIONS WITH ELECTED MEMBERS OF THE GOVERNING BODY

- ☐ Carries out directives of the body as a whole as opposed to those of any one member or minority group
- ☐ Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions
- ☐ Disseminates complete and accurate information equally to all members in a timely manner
- ☐ Assists by facilitating decision making without usurping authority
- ☐ Responds well to requests, advice, and constructive criticism

Add the values from above and enter the score for this category _____

4. POLICY EXECUTION

- ☐ Implements governing body actions in accordance with the intent of council
- ☐ Supports the actions of the governing body after a decision has been reached, both inside and outside the organization
- ☐ Understands, supports, and enforces local government's laws, policies, and ordinances
- ☐ Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- ☐ Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

Add the values from above and enter the score for this category _____

5. REPORTING

- _____ Provides regular information and reports to the governing body concerning matters of importance to the local government, using the city charter as guide
- _____ Responds in a timely manner to requests from the governing body for special reports
- _____ Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature
- _____ Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
- _____ Produces and handles reports in a way to convey the message that affairs of the city are open to public scrutiny

Add the values from above and enter the score for this category _____

6. CITIZEN RELATIONS

- _____ Responsive to requests from citizens
- _____ Demonstrates a dedication to service to the community and its citizens
- _____ Maintains a nonpartisan approach in dealing with the news media
- _____ Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- _____ Gives an appropriate effort to maintain citizen satisfaction with city services

Add the values from above and enter the score for this category _____

7. STAFFING

- _____ Recruits and retains competent personnel for staff positions
- _____ Applies an appropriate level of supervision to improve any areas of substandard performance
- _____ Stays accurately informed and appropriately concerned about employee relations
- _____ Professionally manages the compensation and benefits plan
- _____ Promotes training and development opportunities for employees at all levels of the organization

Add the values from above and enter the score for this category _____

8. SUPERVISION

- _____ Encourages heads of departments to make decisions within their jurisdictions with minimal city manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff
- _____ Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
- _____ Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the city manager's office
- _____ Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback
- _____ Encourages teamwork, innovation, and effective problem-solving among the staff members

Add the values from above and enter the score for this category _____

9. FISCAL MANAGEMENT

- _____ Prepares a balanced budget to provide services at a level directed by council
- _____ Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- _____ Prepares a budget and budgetary recommendations in an intelligent and accessible format
- _____ Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
- _____ Appropriately monitors and manages fiscal activities of the organization

Add the values from above and enter the score for this category _____

10. COMMUNITY

- ___ Shares responsibility for addressing the difficult issues facing the city
- ___ Avoids unnecessary controversy
- ___ Cooperates with neighboring communities and the county
- ___ Helps the council address future needs and develop adequate plans to address long term trends
- ___ Cooperates with other regional, state and federal government agencies

Add the values from above and enter the score for this category _____

Total Score for section I. _____

Rate Category I: Excellent = 225 - 250; Above Average = 200 - 224; Average = 175 - 199; Below Average = 150 - 174; Poor = 1 - 149.

II. GOAL/TARGET ACHIEVEMENT CURRENT REVIEW PERIOD (50%)

Rate Category II: Achieved = 90 - 100; Partially Achieved = 51 - 89; Not Achieved = 30 - 50;

II. GOALS FOR CURRENT REVIEW PERIOD

SCORE FOR GOAL

- A. _____
- B. _____
- C. _____
- D. _____

- A. _____
- B. _____
- C. _____
- D. _____

Comments:

Total Score for section II. _____ / **Number of GOALS** ____ = _____

Rate Category II: Excellent = 90 - 100; Above Average = 75 - 89; Average = 60 - 74; Below Average = 51 - 59; Poor = 30 - 50.

OVERALL EVALUATION (Add scores from Section I and Section II): _____

Overall: Excellent = 315 - 350; Average = 395 - 449; Below Average = 316 - 394; Poor = 1 - 315.

IV. SUGGESTED GOALS/TARGETS FOR UPCOMING YEAR

- A. _____ D. _____
- B. _____
- C. _____

City Manager's Signature _____

Date _____