



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
October 5, 2021
7:00 PM

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes

Attachment: September 3, 2021, September 13, 2021

Special City Commission Meeting Minutes

Attachment: September 13, 2021

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Hillsboro Inlet District Meeting Minutes

Attachment: Hillsboro Inlet Minutes - August 16, 2021

APPROVAL OF THE AGENDA

October 5, 2021

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/87281072619?pwd=eVJQL2lsYU52RXltU3JPZnlkZmRuQT09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 872 8107 2619#

Participant ID: #

Passcode: 134191#

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 Vicki Langlois for her dedication to the City of Deerfield Beach for over 30 years.**

Sponsor: Department of Sustainable Management

- 2. Certificate of Recognition presented to the Florida Atlantic University Department of Urban & Regional Planning 2020 Masters Students for winning the 2021 Florida Chapter of the American Planning Association's "Student Project of the Year" Award for creating a small area plan for the Deerfield Beach North West Planning Area.**

Sponsor: Commissioner Todd Drosky

QUASI-JUDICIAL PUBLIC HEARINGS

- 3. P.H. 2021-116: Application No. 20-B3c-26 and Variance Case No. 2542 (Project Name: O'Reilly Auto Parts Center) MEYER FAMILY INVESTMENTS II LTD, represented by Alec Blotnick and Christina Bilenki, Esq.**

Applicant: MEYER FAMILY INVESTMENTS II LTD, represented by Alec Blotnick and Christina

Bilenki, Esq.

Proposal: Major site plan application (20-B3c-26) seeking approval to expand existing retail use (auto parts store), construct additional parking and loading, and associated site improvements AND Variance application (Case No. 2542) seeking approval to permit a five (5) foot landscape buffer in the rear yard (abutting a right-of-way) in lieu of the minimum ten (10) feet required by Code Section 98-80(e)(2)a.

Perimeter Buffers.

Location: The property is generally described as a parcel of land on DIXIE 41 SUB 92-10 B LOTS 2-4 TOG/W PARCEL A LEE W SCHOOLER VILLAGE 81-8 B (K/A RIGHT OF WAY), more particularly described in the file, and located at **4091-4119 N. Dixie Highway.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 4/5 vote of the City Commission

Sponsor: Department of Planning & Development Services

Attachment: O'Reilly Auto Parts Center

PUBLIC HEARINGS – SECOND READING

- 4. P.H. 2021-117: ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS," ARTICLE X "HISTORIC PRESERVATION" OF THE CITY LAND DEVELOPMENT CODE; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Department of Planning & Development Services

Attachment: Historic Preservation

PUBLIC COMMENT

Persons addressing the Commission shall state his/her name and address and may speak for three (3) minutes unless extended for one (1) additional minute by the Mayor. All remarks made by the public at a Commission meeting on an agenda item shall be addressed to the Commission as a body and limited to the subject matter before the Commission at that particular time. No comments shall be made related to the personal life or personal qualities of any person and no

language which would offend persons of ordinary sensibilities shall be permitted. The public shall be given an opportunity to speak on any substantive agenda item, subject to the aforementioned restrictions, prior to a vote on the matter by the City Commission. The Commission shall determine the appropriate time, prior to the vote, for the public to speak. For consent agenda items, the public shall be given an opportunity to speak prior to the approval of the consent agenda. The Commission may, by majority vote, determine that public input on an agenda item be tabled to a future meeting so long as the vote on the agenda item take place at the future meeting and that the public input take place prior to the Commission making any decision.

CONSENT - BOARD APPOINTMENT

- 5. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Jonathan Campbell to the Board of Trustees of the Municipal Firefighters' Pension Trust Fund; 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: Office of the City Clerk

Attachment: Firefighters' Pension Board Appointment

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 6. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the settlement of all claims against the City in the litigation styled *Carline Simon vs. City of Deerfield Beach, et. al.*; authorizing execution of documents necessary to effectuate the settlement; providing for an effective date. (*Funds from Account #606-0900-519-37-70 - Liability Legal*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Attorney

Attachment: Carline Simon Settlement Agreement

- 7. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Award of Invitation to Bid #21-45-PC for the Dixie Highway**

Landscape Improvements - Hillsboro Blvd. to SW 10th Street (Rebid); authorizing execution of an agreement with Gardening Angel Nursery, Inc., the lowest priced responsive and responsible bidder, in an amount not to exceed \$129,838.45; providing for an effective date. (*Funds from Account #614-8000-539-32-16 - Non-Departmental/Landscaping Services*)

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: Dixie Highway Landscape Improvements

- 8. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the use of Law Enforcement Trust Funds in the total amount of \$554,000.00 for programs and equipment meeting the statutory requirements of Section 932.7055, F.S. for use of Law Enforcement Trust Funds; providing for an effective date. (*Funds from Law Enforcement Trust Funds*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: BSO - Law Enforcement

Attachment: Law Enforcement Trust Funds

- 9. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, waiving competitive solicitation requirements in accordance with Section 38-116(E) of the City Code; approving an agreement with United Way of Broward County, Inc. in an amount not to exceed \$30,000 for the United Way Reading Pals Program in the City of Deerfield Beach; authorizing execution of the Agreement; providing for implementation and an effective date. (*Funds from Account #001-1700-554-32-99 - Other Contractual Services*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: United Way of Broward County, Inc.

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

Florida, approving the renewal of the Agreement with Deerfield Beach Family Empowerment, Inc. for administration of Community Development Programs; authorizing execution of the one-year renewal; providing for implementation and an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: Deerfield Beach Family Empowerment, Inc.

- 11. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Interlocal Agreement with Broward County for cost share support of a Water Conservation Incentives Program for a five year term; authorizing execution of the Agreement; providing for implementation and an effective date. (Funds from Account #401-5020-533-39-29 - Water Conservation)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Water Conservation Incentives Program

DEPARTMENTAL BUSINESS

- 12. Update regarding the Tigner Center Workshop.**

Sponsor: Department of Environmental Services

Attachment: Tigner Center

- 13. ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 46 "OFFENSES" SECTION 46-9 "DEFACING OR DAMAGING PROPERTY OF ANOTHER" OF THE CITY CODE OF ORDINANCES TO UPDATE THE REGULATIONS AND PROVIDE FOR USE OF THE ABATEMENT PROCESS TO ADDRESS VIOLATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and set public hearing for October 19, 2021

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

Sponsor: Department of Planning & Development Services

Attachment: Defacing or Damaging Property

14. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the establishment of the COVID-19 Water Utility Relief Program; providing implementation and for an effective date.

Suggested Action: Motion on decision of Commission

Sponsor: Department of Financial Services

Attachment: COVID-19 Water Utility Relief Program

COMMENTS BY ADMINISTRATION & LEGAL

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, October 19, 2021

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



Meeting Minutes City Commission

Friday, September 3, 2021

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Mayor Bill Ganz at 7:04 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

Present: 5 – Commissioner Todd Drosky
Commissioner Michael Hudak - via Zoom
Commissioner Bernie Parness
Vice Mayor Ben Preston - via Zoom
Mayor Bill Ganz

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

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - July 20 & August 3, 2021

Budget Workshop Meeting Minutes - August 10, 2021

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

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

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Redevelopment Agency Meeting Minutes - June 8, 2021

Community Appearance Board Meeting Minutes - July 14, 2021

Marine Advisory Board Meeting Minutes - May 20 & June 17, 2021

Hillsboro Inlet District Meeting Minutes - August 16, 2021

ACKNOWLEDGEMENT OF CITY BOARD MINUTES - CONTINUED

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

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

Nays: 0

APPROVAL OF THE AGENDA

September 3, 2021

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

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

Nays: 0

AWARDS & RECOGNITION

1. Proclamation presented to Broward Mental Health Summit Organizers recognizing September 9, 2021 as Broward Mental Health Summit Day.

Mayor Ganz presented a proclamation recognizing September 9, 2021 as Broward Mental Health Summit Day. Wherein, mental illness affects thoughts, feelings, behaviors, and general interaction with others and the stigma associated with mental illness must be addressed so that no one feels shame in seeking help and treatment. In response to the need for identifying and treating mental illness, a grassroots effort was undertaken by the principal mental health providers in Broward County to join forces in a historic effort to increase awareness and education by holding an "in-person and virtual summit" open to the general public for FREE during the 2021 National Suicide Prevention Week.

Diann Geronemus, Licensed Clinical Social Worker, said she is an advocate for mental care and explained her goal as a provider. Ms. Geronemus said it is hopeful that treatment modalities will be more tailored to the individual experiences, not just the diagnosis. Lastly, she thanked the Commission for its support as well as the community for supporting the event.

BUDGET & MILLAGE PUBLIC HEARINGS

2. ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE MILLAGE RATE TO BE LEVIED BY THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; STATING THE PERCENTAGE CHANGE BY WHICH THE MILLAGE RATE EXCEEDS THE ROLLED-BACK RATE AS COMPUTED PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

Anthony Soroka, City Attorney, advised that the City is proposing an operating millage of 6.0018 and a debt service millage of 0.317 for a total millage of 6.3125. The proposed operating millage of 6.0018 is approximately 5.13% more than the rolled back rate pursuant to Florida Law which characterized as a percentage increase in property taxes.

BUDGET & MILLAGE PUBLIC HEARINGS - CONTINUED

David Santucci, City Manager, provided a PowerPoint presentation detailing the proposed fiscal year budget for 2022.

Public Budget Event Calendar - Mr. Santucci outlined the activity starting in June 2021 with budget workshops, followed by the budget workshop on August 10, 2021, submittal of the budget and budget message to the City Commission on August 15, 2021 per City requirements. Tonight, is the first public hearing on adopting the millage rate and budget recommendation.

Table of Revenues - All Funds - Stephanie Tinsley, Chief Financial Officer, outlined changes made to the proposed budget, which included the fire assessment fees, licenses permits and fees, loan proceeds and use of fund balance. Thereafter, she outlined the error found on page 47 of the budget book which does not affect the overall line item.

Table of Expenditures - All Funds - Ms. Tinsley said also on page 47, the categories were misaligned, but were corrected and the figures did not change nor did the individual line items; no other table was affected in the budget book. Errors were corrected within certain organizational charts, but do not affect personnel, the number of positions, titles, or grades.

Budget Message - Mr. Santucci explained the budget theme, revive, recover and renew.

FY22 Millage Rate - Mr. Santucci said this year's millage rate shows a decrease from FY21 as a result of debt obligation.

FY22 Millage Rate - Mr. Santucci said over the past several years, the City has been able to accomplish a gradual reduction of its millage rate since 2014.

Current V. Proposed Operating Millage Rates - Mr. Santucci provided comparisons of millage rates for cities similar to Deerfield Beach; whereby, the millage rate is in-line.

Taxable Value V. Millage Rate - Mr. Santucci explained how a high taxable value allows for a reduction in the millage rate, i.e. Fort Lauderdale.

Residential Property Values - Mr. Santucci said the City has experienced an increase with assessed value and has outpaced the County in terms of percentage change but Deerfield Beach still remains the 10th lowest assessed value in Broward County. Continuing, Mr. Santucci explained the bar graph, showing the number of home parcels, condo parcels, average value for both homes and condos.

Ad Valorem (Property Tax Collection) - Mr. Santucci said the total citywide estimated tax collections for FY22 is \$50.9 million; however, \$2.2 million will go to the CRA; the net projections for FY22 is \$48.7 million. There has been a 5.1% increase in taxable values of properties; thus, the overall taxable value of properties combined is \$8.3 billion.

Ad Valorem Tax Revenue Projection - Mr. Santucci said the projected increase from last year to this year is 5.6%.

Broward County Localities Fire Assessment Fees - Mr. Santucci said the Commission will be considering the fire assessment rate at the September 13th meeting. The current fee is set at \$235 for a single-family home and is proposed for the upcoming fiscal year. Thereafter, he outlined the fire assessment fees for single-family homes among various cities from FY 2020 to FY 2021.

Economic Climate/Cost Drivers - Mr. Santucci said April's consumer price index (CPI) was 4.2% and since then, it has increased to 5.4% in July.

Proposed Budget Overview by Fund - Mr. Santucci said the proposed budget for FY 2022 is \$258 million; the General Fund decreases slightly and includes the Senior Services Insurance Trust Funds. The capital plan is very healthy in FY 22 at \$32 million.

BUDGET & MILLAGE PUBLIC HEARINGS - CONTINUED

Use of Fund Balances - Mr. Santucci displayed various fund sources, amount and use. Within the General Fund, \$3.7 million is recommended to transfer to capital fund, to support a one-time capital improvement project. There is a carryforward from FY 2021 that will continue into FY 2022 at approximately \$518,000 and seeking a contingency of \$250,000. Public safety impact fees, considered a contingency, \$500,000, are being used for the public safety master plan; these funds will also address the public safety facilities, fire and police stations. The full cost of the master plan budgeted is approximately \$600,000 with \$500,000 from public safety impact fees. Parks impact fees are being used for park capital improvements. \$4.2 million from the Utility Fund will be used for water infrastructure and water plant; \$1.7 million for operations. Storm water is a carryforward [\$293,373]; Parks and Rec future fund is being used to support additional capital improvements and operations [\$247,000].

Proposed Budget Revenues by Source - Mr. Santucci displayed a list of revenues and the change from FY 2021 amended to FY 2022 proposed.

Proposed Budget by Expenditure Category - Mr. Santucci displayed expenditures and the change from FY 2021 amended to FY 2022 proposed. He briefly commented on the reduction of capital outlay and an increase to interfund transfers and debt service, \$11.9 million.

Budget Initiatives and Recommendations - Mr. Santucci outlined the goals for the upcoming fiscal year: create a dedicated capital project fund; create Department of Community Services and Office of Public Safety; and provide a compensation strategy and increase maintenance without increasing the millage rate.

Community Services - Mr. Santucci provided an organizational chart for the proposed department; whereby, administration, grants, housing and health and social services would be under community services. The transportation component is recommended to transfer to Parks & Recreation. The community bus shuttle, afterschool care bus shuttle service, summer school, and others, will remain unchanged.

Community Services - Mr. Santucci explained the functions handled under each umbrella. Within administration falls management of the department as well as intergovernmental affairs, community outreach and events, education initiatives and assistance, and volunteer coordination. Additionally, Mr. Santucci said the grants division will administer, manage and coordinate Federal/State grants and others. Within the housing division are the CDBG, SHIP, HOME, mortgage/rental utility assistance and others. Thereafter, he advised that various responsibilities and activities will remain under the health and social services division, a few were listed.

Office of Public Safety - Mr. Santucci outlined the creation of the public safety department; thereafter, he outlined the organizational chart. Continuing, Mr. Santucci outlined the budget and function oversight for the proposed department; whereby, public safety represents approximately 55% of the General Fund, \$71 million which makes providing oversight extremely important. The contract management aspect is important to provide better coordinated efforts among various departments, Ocean Rescue, Code Enforcement, Parking and others. Thereafter, he outlined the objectives of the office, increase fiscal accountability, operational accountability, and coordinated city-driven effort which he explained. Furthermore, Mr. Santucci outlined the responsibilities of the office: monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures by staff and contract services; allocate resources accordingly and implement cost saving measures; plan, coordinate and implement public safety operations and activities across all functions with city management and staff; assign, record and train all EOC staff in emergency management activities, exercises and position specific roles; assist in the development of annual budget; implement programmatic and process improvements; etc.

Office of Public Safety - Emergency Management Coordination - Mr. Santucci said the proposed department will create a managerial function that is charged with creating the framework within the community to reduce vulnerability to hazards and cope with disasters; promote a safer and more prepared community with the capacity to respond to hazards and disasters; and coordinate and integrate all activities necessary to mitigate, prepare for, respond to and recover from emergency events. Additionally, Mr. Santucci said the Emergency Management Coordinator is responsible for coordinating the command operations logistics of planning and administrative and finance functions of emergency events that align with ICS and FEMA standards. The process is year-round and must be prepared for all types of perils, not

BUDGET & MILLAGE PUBLIC HEARINGS - CONTINUED

just hurricanes.

Personnel Summary - Mr. Santucci outlined the personnel changes and there is one change indicating a reduction of 3.5 staff members due to recent resignations of school crossing guards. Thereafter, he entertained questions by the Commission.

Commissioner Hudak asked about the 10% increase in salaries, reduction to capital outlay, increase in debt service and decrease to grants as shown on slide 19. Additionally, he advised that 9 full-time employees are being added and reiterated his question as to why salaries and wages are increasing by \$3 million, especially since there is an overall reduction in staff.

Mr. Santucci replied that the increase to salaries and wages is due to a combination of two things, compensation strategy of the City Commission to include estimated COLA and merit increases and making part-time employees full-time. Also, capital outlay is for one-time purchases and depending on the size of the project, scope and cost, a \$10 million project, for example, could start next year and continue throughout multiple years. The capital fund will highlight the capital improvements for greater transparency.

In response to Commissioner Hudak's question, Mr. Santucci replied that the grants and contributions for fiscal year 2021 included CARES Act monies.

Commissioner Hudak reiterated his concerns with the 10% increase to salaries.

Mr. Santucci explained that many positions were frozen in FY 2021; whereas, the increase represents those frozen positions being funded.

Vice Mayor Preston expressed concerns with the Office of Public Safety as it will be new to the residents. If approved, he asked how this information will be communicated to the public. Additionally, he asked if this department will have a plan to distribute information when a life safety emergency arises and whether the department will work with the marketing department or alone in this scenario.

Mr. Santucci replied that he will make sure the director is working with the community to get the word out. Furthermore, communication responsibilities will not shift from marketing, but there will be a collaboration between public safety and marketing.

Vice Mayor Preston continued to explain the importance of community outreach and its positive affect on the department and community.

Mayor Ganz expressed concerns with the grade level of the Director of Public Safety, E30 as well as the Emergency Management Coordinator, E16. He said there needs to be an adjustment for one of the two.

Mr. Santucci said he would be comfortable reducing the grade for the director position to E29, as a qualified candidate can still be found.

Commissioner Drosky commended the budget process and presentations. Thereafter, he spoke in support of the Office of Public Safety due to the increase in population, diversity and complexity. Furthermore, he said the inclusion of a beach ambassador is an excellent idea which was discussed years ago. Commissioner Drosky continued to explain how the department would be useful, i.e. P3 opportunities, hurricane preparedness for all city departments, cost savings and recovery, grant opportunities, coordination of equipment, and others. He also supported the reduction of the director grade from E30 to E29. Lastly, Commissioner Drosky applauded the reduction of the millage which has always been important to him.

Vice Mayor Preston said the public safety office cannot interfere with law enforcement and paramedic procedures and wants to make sure the director understands and is able to collaborate efforts. He said the department should be a benefit to the City, but there will be kinks to work out in the beginning.

BUDGET & MILLAGE PUBLIC HEARINGS - CONTINUED

Mayor Ganz opened the public hearing for Items 2 and 3.

Gloria Docilait, 4754 NW 4th Avenue, Deerfield Beach, African American Heritage Board, agreed that the Office of Public Safety should be communicated to the public. Thereafter, she asked that additional funding be contributed to the Martin Luther King, Jr. event, so it is just as robust as the Juneteenth event.

Barri McMillion, 456 NW 1st Terrace, Deerfield Beach, said additional monies are needed for the events coordinated by the African American Heritage Board. She said the community needs to be more engaged which can be done by making the events more upscale and collaborating with schools and other civic organizations. Ms. McMillion said the board would like to bring one of the HBCU bands to the City and would be possible with additional funding. Originally, \$60,000 was proposed and they would like use of those funds, but plan to bring vendors in to recover some costs.

Mayor Ganz outlined his concerns due to the lack of a budget for the Commission and lack of participation for parades which is why staff is working to offer other activities and eliminate parades.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, expressed concerns with combining the Legislative & Community Affairs Department with Active Aging. She said certain aspects may work, but asked that it be researched further. Ms. Clarke-Reed asked if school crossing guards will be replaced and that the pay grades for all positions be shown. Lastly, she said although a public safety office may be needed, it shouldn't be rushed as different approaches to implementation should be considered, i.e. staggered.

Mayor Ganz closed the public hearing.

Thereafter, there was a brief discussion between Vice Mayor Preston and Mayor Ganz on how to increase participation, funds budgeted for Martin Luther King Day, along with a comparison of 4th of July attendance and a reduction of costs for the 4th of July fireworks; whereby, thousands still attend the event.

Commissioner Parness commented on the importance of the Office of Public Safety and the positive impact the department would play during an emergency. He emphasized that having a public safety director would ensure the City is prepared for disasters which is necessary in keeping everyone safe. Thereafter, Commissioner Parness commented on the disaster in New Orleans due to a lack of organization or planning. Lastly, Commissioner Parness said the director should have emergency experience, operation with police and fire, as well as other attributes to carry out functions in a logical, cost efficient way as to save the City from major disasters.

Commissioner Hudak opined that the lack of community leadership is the reason for low participation in various events. He said Juneteenth was a successful event because the community was impassioned. The Martin Luther King event has been turned into a party atmosphere, parades, bounces houses, etc. He said if the community is not passionate about the event, it will not be successful. Thereafter, he commented on how there are no events for Memorial Day in the City, but is a huge event throughout the Country. Furthermore, Commissioner Hudak said \$45,000 has been budgeted for MLK, and if the community comes out in droves, more money will be spent as the events are for the community. Commissioner Hudak spoke in support of the Office of Public Safety as it is vitally important to the City. Lastly, he said the director of public safety should report annually what is being saved from the public safety contracts.

Mr. Santucci commended the African American Heritage Board for their work on Juneteenth and other events. He said he would work with the Board and liaison on a plan so the event can be discussed openly by the City Commission. The special events budget may or may not absorb these costs due to COVID protocols; whereas, the events may not be full-scale. Therefore, he will work with the board to see what they are planning, the outreach and determine event expenses and net cost. Continuing, Mr. Santucci said the reduction in school crossing guards is not a reduction and those on staff will be at different locations as the positions are augmented with contractual services. He then explained the positions that do not have pay ranges, including his.

BUDGET & MILLAGE PUBLIC HEARINGS - CONTINUED

Vice Mayor Preston explained how increasing the budget should be done to help increase participation instead of waiting for participation to increase, then increasing the budget.

Commissioner Drosky said based on Mr. Santucci's comments, since all events may not be fully funded due to COVID, there will be funds available to help with certain events; therefore, no funds need to be moved around. Commissioner Drosky then commented on the lackluster parade attendance since he started as a commissioner. He said the fact is, parade attendance throughout the Country is declining, which is evidenced through various resources. Additionally, other cities have eliminated parades due to low attendance and maybe, the parades should be reconsidered for all events.

Mayor Ganz disagreed with increasing the budget without seeing an increase in community participation.

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item 2 on first reading. Roll Call:

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

Nays: 0

3. ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

Mayor Ganz asked that the grade change for the Director of Public Safety be included.

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, to approve Item 3 on first reading, reduced the grade for the Director of Public Safety to E29. Roll Call:

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

Nays: 0

4. ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE BUDGET FOR THE DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; PROVIDING FOR FUNDING THROUGH TAX INCREMENT FINANCING AS PROVIDED FOR IN PART III, CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item 4 on first reading. Roll Call:

BUDGET & MILLAGE PUBLIC HEARINGS - CONTINUED

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

Nays: 0

PUBLIC COMMENT

None came forward.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 5. Resolution 2021/131 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Interlocal Agreement between the City of Deerfield Beach and the Deerfield Beach Community Redevelopment Agency for administrative support services for the CRA; authorizing execution of the Interlocal Agreement; providing for conflicts and an effective date.**

The Resolution was read by title only.

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item 5, adopted Resolution 2021/131. Roll Call:

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

Nays: 0

COMMENTS BY ADMINISTRATION & LEGAL

CITY ATTORNEY - No Report.

CITY MANAGER - No Report.

CITY COMMISSION BUSINESS

- 6. Resolution 2021/132 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, recognizing September 11, 2021 as the 20th Anniversary of the terrorist attacks on the United States; designating September 11th as the City of Deerfield Beach First Responders Day; providing for implementation and an effective date.**

The Resolution was read by title only.

Commissioner Hudak commented on his experiences during the terrorist attacks and how his father, a retired New York City firefighter, lost over 432 fellow firefighters and more than 4,000 perished. Numerous first responders have lost their lives due to the chemicals they inhaled during rescue and recovery efforts. Commissioner Hudak said a number of first responders are experiencing ailments due to the exposure to hazardous materials that happened that day.

CITY COMMISSION BUSINESS - CONTINUED

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

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, to approve Item 10, adopted Resolution 2021/132. Voice Vote:

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

Nays: 0

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

No Report.

COMMISSIONER PARNESS**DISTRICT 3**

Public Transportation - Commissioner Parness said there needs to be an increase in public transportation as people will not give up their cars if accessibility and availability are not improved. Commissioner Parness also commented on the reduction of lanes on Hillsboro Boulevard due to Complete Streets. Since the population continues to increase, something needs to be done.

Vaccine Booster - Commissioner Parness said he was able to receive a booster at Publix, without an appointment as walk-ins are welcome. He encouraged people to continue safety measures, wearing masks, washing hands and being vaccinated as conditions in Florida have worsened.

VICE MAYOR PRESTON**DISTRICT 2**

COVID-19 - Vice Mayor Preston agreed with Commissioner Parness and advised that Broward Health North medical staff said a booster is needed for those who are 8 months out from the initial vaccination. Additionally, he said someone he knows recently passed due to COVID.

Condolences - Vice Mayor Preston advised that Officer John Chikerotis passed away today and encouraged everyone to pray for his family.

COMMISSIONER HUDAK**DISTRICT 1**

COVID-19 - Commissioner Hudak said 98% of people in the ICU are unvaccinated. Younger people are dying and quicker; thus, he encouraged people to get vaccinated. Thereafter, he commented on how vaccines eradicated various diseases from years ago.

District 1 Meetings - Commissioner Hudak said he is available to meet virtually or in-person and asked that those interested contact the City Manager's Office. There will be an upcoming meeting in October, virtually and in-person; meeting date will be forthcoming.

MAYOR BILL GANZ

Officer Chikerotis - Mayor Ganz thanked Vice Mayor Preston for the update and spoke in high regard to Mr. Chikerotis.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to adjourn the meeting at 9:23 p.m. Voice Vote:

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

Nays: 0

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk



Meeting Minutes City Commission

Monday, September 13, 2021

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Mayor Bill Ganz at 7:01 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

Present: 5 – Commissioner Todd Drosky – via Zoom
Commissioner Michael Hudak – via Zoom
Commissioner Bernie Parness
Vice Mayor Ben Preston
Mayor Bill Ganz

Also Present: 3 – City Manager David Santucci
City Attorney Andrew Maurodis
City Clerk Samantha Gillyard

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

Mayor Ganz asked that everyone pray for John Chikerotis' family who recently passed, as well as the remembrance of the 9/11 attacks. Thereafter was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - August 17, 2021

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

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

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Planning & Zoning Board Meeting Minutes - August 5, 2021

Code Compliance Meeting Minutes - April 28, 2021

Community Redevelopment Agency Meeting Minutes - August 10, 2021

Police Pension Board Meeting Minutes - January 14, April 8, & June 4, 2021

ACKNOWLEDGEMENT OF CITY BOARD MINUTES - CONTINUED

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

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

Nays: 0

APPROVAL OF THE AGENDA

September 13, 2021

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

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

Nays: 0

AWARDS & RECOGNITION

1. Proclamation presented to Feeding South Florida recognizing September as Hunger Action Month.

Mayor Ganz read a proclamation in recognition of Hunger Action Month; the proclamation was mailed to the recipient.

2. Proclamation presented to the League of Women Voters of Broward recognizing the month of September as Suicide Prevention Awareness Month.

Mayor Ganz read a proclamation in recognition of Suicide Prevention Awareness Month; the proclamation was mailed to the recipient.

BUDGET & MILLAGE PUBLIC HEARINGS

3. ORDINANCE 2021/018 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE MILLAGE RATE TO BE LEVIED BY THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; STATING THE PERCENTAGE CHANGE BY WHICH THE MILLAGE RATE EXCEEDS THE ROLLED-BACK RATE AS COMPUTED PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

Andrew Maurodis, City Attorney, outlined the millage rate to be adopted by the City for fiscal year 2022; operating millage rate 6.0018, voted debt service millage .3107 and total millage 6.3125. The fiscal year 2022 millage rate of 6.0018 is 5.13% more than the rolled back rate of 5.7092 mills.

David Santucci, City Manager, briefly outlined the process taken to reach the final budget hearing. He advised that changes requested by the City Commission have been achieved; whereas, the Director of Public Safety position was decreased from an E30 to an E29, and engaging the African American Heritage Board on the MLK event.

BUDGET & MILLAGE PUBLIC HEARINGS - CONTINUED

Mayor Ganz opened the public hearing.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, asked for the difference between the millage rates from current to next year and how it affects the budget.

Mayor Ganz closed the public hearing.

Mr. Santucci replied that the millage rate is currently 6.3560 and the new rate will be 6.3125.

There was no discussion amongst the Commission.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston, to approve Item 3, adopted Ordinance 2021/018. Roll Call:

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

Nays: 0

4. ORDINANCE 2021/019 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

In response to Mayor Ganz's question, David Santucci, City Manager, replied that the budget includes the reduction of the Director of Public Safety position from E30 to E29.

Mayor Ganz opened the public hearing.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, spoke in opposition to merging the Legislative and Community Affairs Department with Active Aging. Lastly, she asked if there was a timeline to hire someone as the Director of Public Safety.

Sandra Jackson, 386 SW 35th Avenue, Deerfield Beach, asked about budgets for various special events as she wants to make sure it is fair across the board.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, said she is concerned with the schools, physical and software infrastructure, as well as the fire departments. While she has not been able to locate funding for those items, and understands that schools are not the City's responsibility, it normally falls back on the City.

Mayor Ganz closed the public hearing.

Mr. Santucci said upon approval of the budget, the recruitment for the public safety director will begin immediately and remain open for 30 days. Further, he outlined the net costs for special events, MLK \$50,500 which includes overtime, in-kind contributions, revenue sources, and is equivalent to Pioneer Days; Fall Festival \$52,350; Black Heritage Month - \$18,000, Country Music Festival - \$43,000; Dunn's Run - \$10,000; and Juneteenth - \$26,500. He said he would be happy to discuss with Ms. Jackson if desired. Furthermore, Mr. Santucci said no monies have been allocated towards schools as contributions consist of direct contributions, in-kind through staff volunteerism in various programs, etc. Additionally, this year's capital budget includes approximately \$32.3 million in the capital improvement plan, but does not include the entire capital outlay which is \$43.9 million in the FY 22 budget. A public safety master plan has been incorporated into the budget as needed to bring the facilities up to a sufficient level; wherein, funds have been set aside.

Mayor Ganz asked about the Information Technology Services budget as additional security was requested.

BUDGET & MILLAGE PUBLIC HEARINGS - CONTINUED

Mr. Santucci replied that is correct.

There were no additional Commission comments.

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item 4, adopted Ordinance 2021/019. Roll Call:

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

Nays: 0

- 5. ORDINANCE 2021/020 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE BUDGET FOR THE DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; PROVIDING FOR FUNDING THROUGH TAX INCREMENT FINANCING AS PROVIDED FOR IN PART III, CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item 5, adopted Ordinance 2021/020. Roll Call:

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

Nays: 0

PUBLIC HEARINGS - SECOND READING

- 6. P.H. 2021-111: ORDINANCE 2021/021 - 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.**

The Ordinance was read by title only.

Keith Poliakoff, representing the applicant, waived the quasi-judicial proceedings. Thereafter, he advised that the Broward County Housing Authority, HTG are present. Furthermore, since the application has been previously considered by the Commission, he asked that the presentation from the previous meeting, as well as questions/answers, testimonials be incorporated into the record. Mr. Poliakoff said this is only a rezoning and the site plan will return to the City for consideration; whereby, there will be more community outreach to resolve remaining concerns. Additionally, the parcel that affronts Dixie, the current zoning allows higher than what is being proposed. It is being rezoned from a commercial category to residential and lowering the height. Lastly, the declaration of trust was submitted to the City Attorney's Office last week

PUBLIC HEARINGS - SECOND READING - CONTINUED

based on the requirements to keep the property affordable, along with the easement to grant the south neighbors the right to the property owned by the Housing Authority.

Mayor Ganz asked about the safeguards to prevent the property from reverting to what was previously there, such as screenings and what are the steps to protecting the public.

Mr. Poliakoff replied that the development is funded in part from Florida Housing, who has very rigorous auditing and management requirements to ensure the safety, wellbeing, look and design of the building throughout the building's lifespan due to the declaration of trust with HUD as well. He said every resident who applies to live in this community will have a complete background check, automatically. It will encompass their history to make sure there is no severe criminal background. Furthermore, their financial ability to live in the community is scored and weighted. Additionally, there is a zero-tolerance policy; wherein, for anyone committing a serious crime, the eviction process will begin right away. It is not straight public housing like last time, where no management was present; whereby, this will be a private public partnership coming in to manage and operate the development. Management will be there throughout the day, and cameras will surround the entire property. Mr. Poliakoff said there will be no safety issues because they could be subject to recapture by the State and Federal government; as they would be on the line for \$55 million for the development.

Andrew Maurodis, City Attorney, advised that the filed application and entire backup material will be made a part of the official record tonight.

Commissioner Hudak read from a written statement which thanked the public for their input as a means to protect the City. Numerous low-income developments have been considered, and believed they would destroy the neighborhood, but the proposed application would not. Since this property is 100% owned by Broward County Housing Authority, the land is deed restricted to affordable housing development only. Further, he said the County will develop the property as Broward County is at capacity and the property has been vacant since 2006. Moreover, Commissioner Hudak said the County is legally obligated and has complete authority to place any type of affordable housing development on the land whether it be low-income, Section 8 or workforce housing. Workforce housing is housing that is affordable to workers and close to their jobs making a moderate income between \$30,000 to \$60,000 annually; whereas, the median family income in Broward County is \$76,000. Anyone renting here will be vetted for both criminal and financial backgrounds. Commissioner Hudak commented on how the real estate market has tripled, but not salaries; whereby, many people would not be able to purchase the homes they currently reside. In closing, Commissioner Hudak said everyone must continue to work together to ensure this property remains exactly what it is being presented today, so the City and neighborhood is enhanced and not destroyed.

Mayor Ganz opened the public hearing.

Billie Lane, 11 Tilford A, Deerfield Beach, asked if the proposed properties are single-family and whether the 155 dwellings would be developed on all the parcels.

Mayor Ganz replied yes, they are apartments and homes, but not single-family. He asked that Mr. Lane outline all his questions and a response will be given. Lastly, he advised that the apartment units would be shorter than Century Village.

Terry Scott, 180 SW 3rd Avenue, Deerfield Beach, said once the units are built, the developer will walk away and the community will be left with the nuisance to follow. Mr. Scott said there are problems with current Housing Authority properties like Stanley Terrace; whereas, the police are constantly there. He commented on how the background checks performed by the Housing Authority create problems in the neighborhoods. In closing, Mr. Scott said the Housing Authority needs to be held accountable for what is left after this development.

Elizabeth Mitchell, 570 NE 38th Street, Deerfield Beach, expressed opposition to the proposed development because it was purposed under the belief that she would be in a single-family home community and did not want to live near apartments or high-rises. On August 2nd, there was a group of young people from the Tallman Pines area, managed by the Housing Authority, that placed a contraption

PUBLIC HEARINGS - SECOND READING - CONTINUED

on the empty parcels with a sign reading "no trespassing". They engaged in lawlessness; wherein, they were intimidated by the people and were not allowed to proceed forward or backward in their cars. She said the police were called continuously from around 4 p.m. till 9 p.m., but to no avail. Ms. Mitchell said although some of the tenants are vetted, those associated with the tenants are not. Thereafter, she continued to comment on the turmoil from August 2nd and the lack of police assistance.

Lykeisha Sweeting-Scott, 581 NE 38th Street, Deerfield Beach, said the issues outlined by Ms. Mitchell have been ongoing for months and have worsened. She explained that the prior development was a problem and this will also be a problem. The August 2nd challenge was in her backyard on the other side, from early morning till almost 11:30 p.m.; police were present a minimum of 3 times and did nothing. Ms. Sweeting-Scott expressed concern that BSO did not assist the community and to add more units only increases the problem. Furthermore, she explained why she does not trust the local government and it is important to listen to those paying property taxes.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, said having management present during the day is not enough as 24/7 security is needed and hopes the Housing Authority will consider this to protect the residents.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, said each address will have one family that moves in within the first 6 months; 6 months later, there will probably be 2 or more families living in each individual dwelling. She explained the problems with the eviction process which could take 3 to 9 months. Further, she agreed that 24/7 management is needed and should be mandatory; however, there is no guarantee of accountability 5 years after. Although affordable housing is needed, the properties need to be maintained; whereas, many renters do not care for their properties like owners. Ms. Freitag asked that 100 dwellings at most be developed, so it is more manageable and a true community.

Mayor Ganz closed the public hearing. Thereafter, he responded to Mr. Lane's questions; there will be 9 one-story garden apartments for a total of 80 units, and 1 8-story apartment building consisting of 75 units for senior housing. Mixed units are proposed, including 40 one-bedroom apartments, 35 two-bedroom apartments, 44 two-bedroom garden apartments, and 36 three-bedroom garden apartments. There will be a community building, playground, and dog park as proposed in the plan. Mayor Ganz asked about restrictions for these type buildings.

Eric Power, Director of Planning & Development Services, replied that depending on the number of units in an apartment complex, they can be developed in any multi-family district; there are 5 in the City, i.e. RS-7, 7 units per acre, RM-30, 30 units per acre. The current zoning is a mix of commercial and single-family residential. The applicant is requesting a rezoning to the planned development district which allows multi-family and the villas which is considered single-family.

Mr. Poliakoff said at the last meeting, he stipulated that the building on Dixie Highway would not exceed 6-stories which was reduced from 8-stories. Additionally, this building is restricted to 55 and over and considered mid-rise due to the height. Mr. Poliakoff said just because someone lives in an affordable community does not mean they are criminals; these are people who do not earn enough money and this affords them an opportunity to live in a place with the same amenities as a traditional development.

Mayor Ganz asked for additional commentary on the background check and the accountability of the developer as to the \$55 million.

Mr. Poliakoff replied that the developer is paid a development fee and must stabilize the property to ensure it is rented, operational, properly managed and maintained, known as the stabilization period. During this time, they are there continuously to ensure the development is great. When everyone feels it is running well, Broward County Housing Authority wants to manage and maintain thereafter; they would be accountable to the \$55 million.

Mayor Ganz asked how this and other projects in the area differ.

PUBLIC HEARINGS - SECOND READING - CONTINUED

Mr. Poliakoff replied that unlike the prior development, Humphries Villas, that was public housing which was run and operated by the Federal Government and strictly Section 8. It gave people who needed a place to live just that; moreover, it was not maintained, managed and did not have reserves or budgets like a normal building which is why it fell into a dilapidated state. This property is very different whereas it services an affordable need, is deed restricted and is required to meet different standards versus a HUD public housing development.

Mayor Ganz asked what level background checks are performed and what happens when other people besides the applicant move in.

Dilia Tabora, HTG, 999 SW 1st Avenue, Miami, replied that everyone is placed on a waiting list, until financial and background checks are performed. If something is reviewed more closely, committees meet separately to investigate specific cases and even call the applicant if necessary to explain what is happening. If threshold requirements are not met, the next applicant is vetted. Furthermore, anyone 18+ living there is checked and those 16 years of age will be registered into the apartment.

Vice Mayor Preston asked about public outreach.

Mr. Poliakoff outlined various meetings, the number of individuals who spoke and advised that there are other works to be done; whereby, staff is aware of the timeline and additional public meetings will occur.

Vice Mayor Preston expressed the importance of stabilizing the community and increasing outreach. Furthermore, there is a need for housing due to a shortage, but believes more information could be shared with the residents to make them comfortable. Vice Mayor Preston continued to provide pointers for creating buy-in for the residents.

Mr. Poliakoff said 3 meetings were held and the turnout was very low and became a one-on-one. Additionally, he has offered the opportunity to visit other communities to see how they operate and will continue to make that offer and address all their concerns. Lastly, he said outreach was offered in-person and virtually; whereas, he wanted to make sure as many people as possible could meet with them and have all their questions answered.

Vice Mayor Preston said he understands the community's concerns and believes there is a disconnect; nevertheless, he agreed with the need for affordable housing, and asked that information be received and understood by the community.

Mr. Poliakoff said additional outreach will continue and the feedback will be provided to the Commission during the upcoming phases of the project. Furthermore, he said a number of the residents moved to their homes when Humphries Villas was there and has seen what it became; nevertheless, they are working to ensure that element will not return.

Commissioner Hudak asked how long it will be before the Housing Authority takes over the property and whether 24/7 security can be considered. Additionally, the residents who have spoke are speaking out of fear due to the properties surrounding them and the previous property, Humphries Villas. Thus, in future meetings, he asked Mr. Poliakoff to provide a presentation to show how this property is different from those type properties.

Mr. Poliakoff replied that it will be discussed during site planning.

Ms. Tabora replied that HTG, the developer, puts up the guarantees for the development; once the lenders and investors go through a process of approving the Housing Authority as guarantor, then they would take over the property. The soonest it could happen is 5 years, but in reality, it may not happen depending on the lender and investor.

Tisha Pinkney, Broward County Housing Authority Director of Real Estate Management, said she has been

PUBLIC HEARINGS - SECOND READING - CONTINUED

with the agency for about 21 years and is familiar with the fears associated with the former Humphries Villas as she managed the property for 2 years. The management team is a third-party team that does not fall under many of the same restraints as the Housing Authority for background checks and other tools for the multi-family property. Ms. Pinkney explained that if they are given the chance to walk through the steps for the background checks, it may ease everyone's fears. Regarding multi-family, she explained that there's a waiting list and the Housing Authority does not have a lot of choices as to whom lives in the property which is completely different for affordable housing. With this type housing, there must be a certain background check dating back approximately 10 years and meet income qualifications. Furthermore, lease terminations are quicker than with their multi-family.

Continuing, Ms. Pinkney opined that there is a real disconnect about what they can and cannot do among the 2 programs; however, because they fall under the Housing Authority's umbrella, the developments are being meshed together. Furthermore, the Housing Authority has more than one program and the rules are totally different. Additionally, Ms. Pinkney recommended an educational component in future public meetings so people do not mesh the programs together. Lastly, Ms. Pinkney offered her contact information to the public and City Commission.

Commissioner Drosky said tonight's item is to consider the rezoning of the property from commercial business district and residential to a planned development district. He encouraged the public to stay involved as the process will continue; whereby, the site plan is where many decisions are made.

Commissioner Parness commented on his upbringing and how it is a misconception that the residents will be criminals based on meager beginnings. He said people earning \$30,000 to \$60,000 are entitled to affordable housing.

In response to Mayor Ganz's question, Ms. Tabora replied that about 200 people are on a waitlist for a 100-unit property.

Mayor Ganz said the residents have every right to fear what is being developed because they have been through this before. He said the reality is that single-family homes are out of reach for a lot of people; whereas, property values have soared. He referenced an article where a couple sold their home and could not find a rental for \$2600/month, which demonstrates the hardship even in the rental market. Furthermore, Mayor Ganz outlined the positive attributes to the project, background checks which are different than other projects, even the eviction process is different. In closing, Mayor Ganz asked that the Housing Authority do what is right by current and incoming residents moving forward.

Vice Mayor Preston asked that the residents give Ms. Pinkney a chance. Lastly, he said single-family homes do not alleviate all the problems outlined and asked that communication be increased moving forward.

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item 6, adopted Ordinance 2021/021. Roll Call:

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

Nays: 0

- 7. Resolution 2021/135 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Development Agreement with the developer of the Tallman Pines Development located at 500-730 NE 38th Court, 501-731 NE 38th Court, 500-750 NE 39th Street and 3851 N. Dixie Highway and consisting of approximately 11.95 gross acres; authorizing execution of the Development Agreement; providing for an effective date. (*Companion for Item #6*)**

The Resolution was read by title only.

PUBLIC HEARINGS - SECOND READING - CONTINUED

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item 7, adopted Resolution 2021/135. Roll Call:

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

Nays: 0

PUBLIC COMMENT

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, said longevity has become the City's demise as many departments have lost employees for various reasons, lack of leadership, structure, promotability, morale and others. Many employees have left in the Parks & Recreation Department and other divisions to other cities with better salaries, benefits and more incentives. She said there needs to be some balance to get the City back to where it needs to be.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 8. Resolution 2021/136 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Memorandum of Understanding ("MOU") with the Broward Metropolitan Planning Organization for administration of the B Tactical Urbanism Program Pilot Project; authorizing the City Manager to execute the MOU; providing for implementation and an effective date.**

The Resolution was read by title only.

Andrew Maurodis, City Attorney, advised that the grant does not commit the City to expending any funds at this time.

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

Commissioner Hudak commented on NE 3rd Avenue and the dangers associated with this road. The proposed program is a temporary alternative to NE 3rd Avenue to change driving habits and protect the residents. This is the first in Broward County history and is a community program where the organizers will need the residents' help with enhancements. Thereafter, he explained why this project is so important to him as someone was struck by a vehicle crossing 3rd Avenue. This project will not include any physical changes to the road, and will only take a few weeks, but the goal is to have painted roadways and narrowing some lanes to change driver habits. If there is a positive reaction, permanent changes will be considered.

Commissioner Parness left the dais temporarily at 8:38 p.m.; the motion was made thereafter and he was not present for roll call.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to approve Item 8, adopted Resolution 2021/136. Roll Call:

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

Nays: 0

DEPARTMENTAL BUSINESS**9. Resolution 2021/137 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the City Commission Regular Meeting Schedule for FY 2021/2022; providing for an effective date.**

The Resolution was read by title only.

Commissioner Parness returned at 8:39 p.m.

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

There was no discussion amongst the Commission.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Parness, to approve Item 9, adopted Resolution 2021/137. Voice Vote:

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

Nays: 0

10. Resolution 2021/138 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the City of Deerfield Beach to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and formal agreements implementing a Unified Plan; authorizing the City Manager to execute the Memorandum of Understanding; directing the City Clerk to provide a copy of this resolution to the Florida League of Cities and the Florida Attorney General; providing for implementation, conflicts, severability, and an effective date.

The Resolution was read by title only.

Andrew Maurodis, City Attorney, advised that this resolution pertains to the opioid litigation.

Mayor Ganz clarified that the resolution gives the City an opportunity to participate in funding, if any is awarded. Thereafter, the public hearing was opened; however, none spoke and Mayor Ganz closed the public hearing.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Parness, to approve Item 10, adopted Resolution 2021/138. Voice Vote:

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

Nays: 0

11. ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS," ARTICLE X "HISTORIC PRESERVATION" OF THE CITY LAND DEVELOPMENT CODE; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

Andrew Maurodis, City Attorney, advised that the proposed ordinance provides changes to the City's land development code, so the City's historic preservation process will be certified as necessary. By virtue of

DEPARTMENTAL BUSINESS - CONTINUED

that certification, the City can implement and control how the process works as opposed to Broward County. He said it is a home rule issue, but the City must be certified.

Mayor Ganz opened the public hearing.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, said in reviewing the agenda backup, she did not notice a designation as to the amount of years a property had to be in order to qualify for making an application for the process. She asked if that information can be found elsewhere.

Mayor Ganz replied that it is his understanding that the ordinance gives the City control over its historic preservation policy as opposed to Broward County.

Eric Power, Director of Planning & Development Services, advised that the information pertaining to the longevity of the property is included in the existing ordinance. The proposed ordinance only outlines the changes; notwithstanding, historic preservation is not only based on age, but multiple categories, i.e. an event, location and others.

Mayor Ganz closed the public hearing.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Parness, to approve Item 11, approved ordinance on first reading. Voice Vote:

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

Nays: 0

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

- 8. Resolution 2021/136 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Memorandum of Understanding ("MOU") with the Broward Metropolitan Planning Organization for administration of the B Tactical Urbanism Program Pilot Project; authorizing the City Manager to execute the MOU; providing for implementation and an effective date.**

Andrew Maurodis, City Attorney, advised that since Commissioner Parness was not physically in the Chambers when the vote occurred, the item must be re-voted.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston, to approve Item 8, adopted Resolution 2021/136. Roll Call:

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

Nays: 0

DEPARTMENTAL BUSINESS - CONTINUED

- 12. Resolution 2021/139 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying the Collective Bargaining Agreement between the City of Deerfield Beach and the Local 1010/District Council 78 of the International Union of Painters and Allied Trades, AFL-CIO in effect from October 1, 2021 through September 30, 2024; authorizing the City Manager to execute the Collective Bargaining Agreement; providing for implementation and an effective date.**

The Resolution was read by title only.

DEPARTMENTAL BUSINESS - CONTINUED

Amanda Robin, Director of Human Resources & Risk Management, outlined the changes to the union agreements for both IUPAT (item 12) and PMSA (item 13). She advised that there is only one difference between the contracts which she will outline. Regarding wages, all employees will receive a 0% to 2% merit increase each year and highest performers being eligible for a max of 3%. A cost of living adjustment was negotiated at 4% and in years 2 and 3, up to 3% tied to the consumer pricing index (CPI). Ms. Robin said if CPI is 1.5%, only 1.5% would be given. If the CPI is 4.9%, only 3% would be given; however, the union could request reopening to negotiate the higher increase which is not guaranteed.

Continuing, Ms. Robin commented on a new merit-based evaluation program to tie to merit increases. Essentially, the evaluation program differentiates between below average, average and above average performers. Also, a progress status meeting is mandated 6 months into the evaluation period so employees know how they are performing and to discuss steps to achieve goals. For insurance, calculations each year will be percentage based, cost sharing splits and does not require reopeners to the Commission for 3 years as automatic increases if the plan design warrants it. In the upcoming plan year, there will be a 9.8% increase to the platinum plan; gold and silver are trending well. Vision and dental tiers were updated to reflect industry standards. An educational reimbursement program has been added; whereby, it is subject to budgetary approval which was approved in the Fiscal Year 2022 budget. Lastly, Ms. Robin advised that within the PMSA contract, there is a 6-month trial period for one specific position of landscape supervisor to determine if there is an ongoing need for a standby which can be terminated if deemed not necessary, but can continue if necessary.

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

Commissioner Drosky said it was difficult for him to reach a conclusion on the agreements due to the amount of the increase, 7%. He said during negotiations, he felt that a 4.2% cost of living increase was satisfactory, because it shows fiscal responsibility to the taxpayers. Thereafter, he commented on how the City Manager was not granted an increase as the head of the organization. Nevertheless, Commissioner Drosky commented on how employees are leaving the City, and the only way to create the best team is to stay competitive. He also commented on how the employees took furlough during the pandemic.

Vice Mayor Preston commended Ms. Robin and her team for their negotiating efforts. Further, he said the employees are great employees and many times, the residents do not know what they do.

Mayor Ganz said last year nothing was given to the employees, which is not the first time. He commented on the CPI and how it has increased; whereby, it is warranted and deserving.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston, to approve Item 12, adopted Resolution 2021/139. Roll Call:

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

Nays: 0

13. Resolution 2021/140 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying the Collective Bargaining Agreement between the City of Deerfield Beach and the Professional Managers and Supervisors Association in effect from October 1, 2021 through September 30, 2024; authorizing the City Manager to execute the Collective Bargaining Agreement; providing for implementation and an effective date.

The Resolution was read by title only.

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

DEPARTMENTAL BUSINESS - CONTINUED

There was no discussion amongst the Commission.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to approve Item 13, adopted Resolution 2021/140. Roll Call:

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

Nays: 0

COMMENTS BY ADMINISTRATION & LEGAL

CITY ATTORNEY - No Report.

CITY MANAGER

Commended Staff - David Santucci, City Manager, thanked City and BSO staff for their participation in events over the weekend, 9/11 Memorial and Mental Health Summit.

Fire Station 51 - Mr. Santucci said the Crystal Lake Fire Station should be completed within the next 90 days; this station arose out of a developer's agreement.

CITY COMMISSION BUSINESS

14. ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTION 50-80 OF THE CITY CODE RELATING TO THE SPORTS VOLUNTEER BACKGROUND SCREENING APPEALS PROCESS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

Vice Mayor Preston asked that the appeals board for background screening be reimplemented; thereafter, he provided a history of the board starting in 2013. The appeals board consisted of the City Manager/designee, BSO law enforcement and residents which was working. He said the ordinance from 2018 is very strict but the board gives the community a chance to be a part of the process. Furthermore, he commented on the cost using the special magistrate which could exceed \$2,000 annually. In 2019, 4 cases were reviewed by the special magistrate; 2 successful. There were none in 2020 due to COVID, but in 2021, there were 5 appeals; 3 successful. He commented on the importance of giving a person a second chance. Vice Mayor Preston asked that the appeals board be reinstituted.

Mayor Ganz opened the public hearing.

David Santucci, City Manager, left the dais temporarily at 9:04 p.m.

Sandra Jackson, 386 SW 35th Avenue, Deerfield Beach, spoke in support of the appeals board being reinstituted. She advised that there was an incident with a coach who was not charged beforehand and if the appeals board were in place, he would not be coaching.

Mayor Ganz explained that an individual without a criminal background would not come before the appeals board.

Terry Scott, 180 SW 3rd Avenue, Deerfield Beach, spoke in support of the appeals board being reinstituted for all youth programs.

CITY COMMISSION BUSINESS - CONTINUED

Mr. Santucci returned at 9:09 p.m.

John Slattery, 1455 SE 5th Place, Deerfield Beach, spoke in support of the appeals board and does not believe someone who made a mistake in the past should be kept from doing good. Furthermore, he opined that it is important to have people in the community versus a magistrate who may not have enough time invested in an evaluation of another person. Mr. Slattery expressed how some people may be naïve to what they are confessing; therefore, having a board that is involved in the community would be beneficial. Lastly, he said if there are not enough coaches, the youth could be playing in other cities.

Marilyn Strowbridge, 231 SW 8th Street, Deerfield Beach, said she is the cheer commissioner on the Packer Rattler Board and spoke in support of the appeals board. She said a lot of the coaches have kids and when the parent is not coaching, they are leaving. Ms. Strowbridge said she has been a part of the organization for over 20 years and thanked the Commission for their support.

Wayne Adams, 1431 SW 5th Terrace, Deerfield Beach, spoke in support of the appeals board. He then asked how much the magistrate is paid as the Commission frequently comments on fiscal responsibility. Additionally, Mr. Adams opined that the community would know a person better than a magistrate who does not know the person's history.

Mayor Ganz clarified that there is an appeal process in place, it goes through the special magistrate as opposed to an appeals board.

Bernard Adams, 180 SW 5th Court, Deerfield Beach, spoke in support of reinstituting of the appeals board. He commented on how a background check was originally implemented; whereby, no other cities at that time were performing them. He said he did not understand why the appeals board was eliminated, but supports its return.

Tyrone Philpart, 5808 Australian Pine Drive, Tamarac, said he is the Deerfield Packer Rattler President, a Broward County school teacher and high school football coach. He said the current process is more restrictive than any other city and puts the City in a situation where a lot of good people are being turned away or choosing to not undergo the process. He commented on his personal situation, whereby, if he were not the President, he would not have undergone the process. Mr. Philpart said he wants to make sure the kids are safe, but it is prudent to have community members that understand not everything is black and white. Lastly, he thanked the City for the partnership and asked that the appeals board be reinstituted.

Mayor Ganz asked for clarity on some of Mr. Philpart's comments; a system too restrictive, more inclusive and not exclusive and whether the appeals board would be more lenient than a magistrate.

Mr. Philpart said from his personal perspective, he would have felt more comfortable going in front of peers. He opined that District 2 residents would feel more comfortable with someone which they are familiar, in telling their story, versus a magistrate. He said he does not believe the rate of approval was much higher, but for many people who have made mistakes, going before an appellate judge is more dissuasive than an appeals board.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, said the magistrate takes away personal bias and it is important to be completely unbiased as people need to be held accountable. She also commented on the excessive amount of financial donations given to the Packer Rattlers and the drama within the league, which has not changed. Therefore, she spoke in opposition to the appeals board.

Flora Philpart, 523 NW 3rd Way, Deerfield Beach, said she is a retired Broward Sheriff's Office deputy, and was on the appeals board several years ago. She said the board did its best to review each applicant and were not biased; whereby, they dealt with each person and their charges accordingly. Lastly, Ms. Philpart said anyone who was coming before the board for an appeal was advised that if approved, they would be watching them.

CITY COMMISSION BUSINESS - CONTINUED

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, said the appeals board was working fine and believes it should be reinstated.

Mayor Ganz closed the public hearing.

Thereafter, a lengthy discussion ensued regarding the differences between the magistrate and an appeals board; whereby, the magistrate is the most unbiased option.

MOTION was made by Vice Mayor Preston to approve the ordinance on first reading.

The motion failed due to lack of a second.

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

Saturday Office Hours - Commissioner Drosky said he will hold office hours on Saturday, October 2nd from 10 am till noon; appointments can be made by contacting him or the City Manager's Office.

COMMISSIONER PARNES**DISTRICT 3**

No Report.

VICE MAYOR PRESTON**DISTRICT 2**

No Report.

COMMISSIONER HUDAK**DISTRICT 1**

No Report.

MAYOR BILL GANZ

Economic Development Council - Mayor Ganz thanked the EDC for their event; it was an excellent roundtable discussion regarding economic development regionally. He said they are a great asset to the City.

ADJOURNMENT

There being no additional business to discuss, the meeting adjourned at 10:09 p.m.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk



Special Meeting Minutes City Commission

Monday, September 13, 2021

6:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Mayor Bill Ganz at 6:04 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

Present: 5 – Commissioner Todd Drosky - via Zoom
Commissioner Michael Hudak - via Zoom
Commissioner Bernie Parness
Vice Mayor Ben Preston
Mayor Bill Ganz

Also Present: 3 – City Manager David Santucci
City Attorney Andrew Maurodis
City Clerk Samantha Gillyard

Due to technical difficulties, Commissioners Drosky and Hudak could not be heard, but were in attendance via Zoom.

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

APPROVAL OF THE AGENDA

September 13, 2021

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

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

Nays: 0

DEPARTMENTAL BUSINESS

- 1. P.H. 2021-109: Resolution 2021/133 - A Resolution of the City of Deerfield Beach, Florida, relating to the provision of fire rescue services, facilities and programs in the City of Deerfield Beach, Florida; reimposing fire rescue assessments against assessed property located within the City of Deerfield Beach for the fiscal year beginning October 1, 2021; approving the rate of assessment; approving the assessment roll; and providing an effective date.**

DEPARTMENTAL BUSINESS - CONTINUED

The Resolution was read by title only.

There was no discussion amongst the Commission.

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

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item 1, adopted Resolution 2021/133. Roll Call:

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

Nays: 0

2. P.H. 2021-110: Resolution 2021/134 - A Resolution of the City of Deerfield Beach, Florida, relating to the collection of Nuisance Abatement Services Assessments; adopting findings of fact; approving the rate of assessment for each affected property; adopting the Assessment Roll; providing for notice and providing an effective date.

The Resolution was read by title only.

There was no discussion amongst the Commission.

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

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston, to approve Item 2, adopted Resolution 2021/134. Roll Call:

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

Nays: 0

ADJOURNMENT

There being no additional business to discuss.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston, to adjourn the meeting at 6:09 p.m. Voice Vote:

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

Nays: 0

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk

HILLSBORO INLET DISTRICT
Minutes of Regular Monthly Meeting, Monday, August 16, 2021
Fletcher Hall, 2200 NE 38th Street, City of Lighthouse Point

MEMBERS PRESENT:

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

OTHERS PRESENT:

David N. Tolces, General Counsel, Weiss Serota Helfman
Cole & Bierman, P.L.
Robert M. Andrews, Accountant
Captain Woodworth R. Draughon III
Kimberly Longo, District Secretary
Giancarlo Zuniga, Senior Vice-President, Truist Bank

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

APPROVAL OF MINUTES: A Motion to approve the July 19, 2021 Regular Meeting Minutes was made by Commissioner Loesel and seconded by Vice-Chair Gore.

Commissioner Bryan	Yes
Vice-Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner Sarkis	Yes
Commissioner Tarifi	Yes
Commissioner O'Neill	Yes

The Motion was approved unanimously. (7-0)

APPROVAL OF OUTSTANDING BILLS: A Motion was made by Commissioner Loesel and seconded by Vice-Chair Gore for approval of all outstanding bills in the amount of \$38,768.37. The bills were reviewed and discussed in detail.

Commissioner Bryan	Yes
Vice-Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner Sarkis	Yes
Commissioner Tarifi	Yes
Commissioner O'Neill	Yes

The motion was approved unanimously. (7-0)

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

Commissioner Bryan	Yes
Vice-Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner Sarkis	Yes
Commissioner Tarifi	Yes
Commissioner O'Neill	Yes

The motion was approved unanimously. (7-0)

DREDGE LOG: Captain Draughon advised the Board that there were 7.5 hours of dredging time, resulting in 3,375 yd³ of sand placed onto the Coast Guard Beach. The crew got a bulldozer and built the sand back up but the winds came and washed it away. The crew will be going out to rebuild the Coast Guard Beach again.

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

1. The crew fabricated a roof frame and supports for the work gazebo;
2. The crew moved equipment for the lighthouse tour; and
3. The crew worked on the buoys

Captain Draughon advised the Board that the District's crane is getting towed out of the yard on a flat bed. He advised that the District needs a crane. The crane beams and jacks are rusted and it does not work and there is also a wiring and/or pump issue. He advised that it is cheaper to have it towed to the facility as to having a field service technician come out as they charge by the hour. Chair Bryan asked Captain Draughon to get a price to rent one until we get a price on how much to fix it. If it is too much money to fix the crane, the District will have to go forward and purchase a new one.

Commissioner Sarkis asked what the crane is used for in terms of operation. Captain Draughon stated the crew uses the crane to pick up metal that the crew cannot pick up, pick up anchors when they are repairing them, pick up the mailman if it falls down, recovery, and daily use in the yard.

The Board discussed the operation of the crane and ability to use it and what size the District would need for the purchase of a new one. Commissioner Sarkis asked how old the crane is. Chair Bryan stated it is 2009.

Commissioner Chappell inquired how often the crew uses the crane in our operations and what is the Crane's capacity. Captain Draughon advised the Board that the Crane's capacity is 18 tons. Captain Draughon is looking for a crane that has a capacity of 25 tons with wheels. Ring Power

is the only place in town to acquire a crane. The price for a new crane is estimated to be about \$403,000.00.

Commissioner Loesel asked if there are any cranes in stock as there is not much product available now.

Commissioner Strauss stated the District could be looking at 12 to 24 months to get the crane due to product shortages and back order.

Attorney Tolces stated he would advise the Board how much the crane will be to repair.

PUBLIC COMMENTS: Chair Bryan asked if there were any public comments. No public comments were made.

NEW BUSINESS:

CONSIDERATION OF LINE OF CREDIT WITH BB&T BANK FOR 2021-22 FISCAL YEAR:

The District General Counsel advised the Board that Giancarlo Zuniga of Truist Bank (f/k/a BB&T) was present to discuss the line of credit renewal for the 2021-22 fiscal year.

Resolution No. 2021-05 was read into the record by General Counsel, David Tolces as follows:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HILLSBORO INLET DISTRICT, FLORIDA, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, AUTHORIZING THE CHAIR AND/OR VICE-CHAIR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO OBTAIN A LINE OF CREDIT NOT TO EXCEED FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) ON BEHALF OF THE DISTRICT FROM TRUIST BANK FOR THE PURPOSE OF PROVIDING NECESSARY FUNDING FOR THE DISTRICT'S PROJECTS AND DISTRICT OPERATIONS; COVENANTING TO BUDGET AND APPROPRIATE FUNDS, FROM LEGALLY AVAILABLE AD VALOREM REVENUES, TO REPAY SUCH NOTE; PROVIDING FOR SEVERALABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Zuniga advised the Board that the terms and conditions for the Line of Credit for the FY 2021-22 are the same as last year and he advised that the terms and conditions were approved by the bank's legal department and the District General Counsel.

Chair Bryan advised the Board that she will abstain from voting on the motion due to a conflict of interest. A motion was made by Commissioner O'Neill and seconded by Commissioner Loesel to approve Resolution No. 2021-05 (Approving the Truist Line of Credit in the amount of

\$500,000.00). Commissioner Bryan asked for a roll call. District Secretary Kimberly Longo called roll.

ROLL CALL VOTE:

Vice-Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner Sarkis	Yes
Commissioner Tarifi	Yes
Commissioner O'Neill	Yes
Commissioner Strauss	Yes

The Motion was approved. (7-0) (Bryan Abstain)

RENEWAL OF HULL INSURANCE: Attorney Tolces discussed the Hull insurance renewal in the amount of \$41,800.00 with the members of the Board. A motion was made by Vice-Chair Gore and seconded by Commissioner Sarkis to approve the renewal of the 2021-2022 Hull Insurance Policy with Markel American Insurance Company.

Commissioner Bryan	Yes
Vice-Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner Sarkis	Yes
Commissioner Tarifi	Yes
Commissioner O'Neill	Yes
Commissioner Strauss	Yes

The Motion was approved unanimously. (8-0)

A motion was made by Commissioner Loesel and seconded by Commissioner Sarkis to reject the terrorism insurance coverage to the General Liability Policy.

Commissioner Bryan	Yes
Vice-Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner Sarkis	Yes
Commissioner Tarifi	Yes
Commissioner O'Neill	Yes
Commissioner Strauss	Yes

The Motion was approved unanimously. (8-0)

AGREEMENT FOR REMOVAL AND REPLACEMENT OF PILINGS AT HILLSBORO INLET: Captain Draughon advised the Board that pilings are needed. Due to this emergency

situation, Captain Draughon with the assistance of Commissioner Strauss obtained three quotes for the pilings. Attorney Tolces stated the prices for the removal and installation of the new pilings are as follows:

Lovell Marine	\$34,100.00
Sea-Tech	\$42,100.00
Morrison Contractors, Inc.	\$1,500.00 a piling

Attorney Tolces had a conversation with the Town Manager Mac Serda, and he believed he stated the District would not have to get permits.

Commissioner Chappell asked which company had the best price and did any company require a deposit. Attorney Tolces stated that he would use a District Contract and include in the Contract that the District would pay at the end as the District is a governmental agency. Commissioner Chappell advised that he will abstain from voting on the motion due to the fact that he does work for all of the companies.

A motion was made by Commissioner O'Neill and seconded by Commissioner Sarkis to have Lovell Marine remove the old pilings and install new pilings in the amount of \$34,100.00.

Commissioner Bryan	Yes
Vice-Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Sarkis	Yes
Commissioner Tarifi	Yes
Commissioner O'Neill	Yes
Commissioner Strauss	Yes

The Motion was approved. (7-0) (Chappell Abstain)

OLD BUSINESS:

GENERAL COUNSEL COMMENTS: Attorney Tolces advised that he forwarded the DR-420 so the Commissioners can see the impacts of the proposed millage rate and advised that our first millage and budget meeting is on September 13, 2021 and advised that it will be at the Sea Ranch Lakes Beach Club. The public will receive a Trim Notice that it will be held at Sea Ranch Lakes Beach Club. The final budget and regular meeting will be back at Fletcher Hall on September 20, 2021.

COMMISSIONER COMMENTS:

Chair Bryan spoke to Susan Williams at the Hillsboro Club and inquired where the District stood with staying at the Beach Club. Ms. Williams was very receptive to the District continuing to stay. Chair Bryan advised the Board that the District's crew helps the Hillsboro Club. Ms. Williams has extended the lease from December to June at \$700.00 per month.

Chair Bryan also discussed the need in the future for a dredge and that the cost for a new dredge is \$4,000,000.00. This has been placed on the back burner for now.

Commissioner Sarkis discussed the possibility of getting quotes now for a dredge and to find out who can build it and that it is not too soon to start looking. Commissioner Chappell stated without a structural design and dimensions it is very hard for them to price, but it is a good idea to start planning ahead. Captain Draughon stated that the Board has to keep in mind of when you have a company build something custom for the District that the builder needs to have brand new replacement parts for us as opposed to Ellicott who has many pumps and parts that are interchangeable with many dredges and downtime is much less. Commissioner Chappell stated that there is one of the better dredgers in Pompano Beach, Cavache, Inc. that we can talk to and get feedback on with the help with suppliers contact information. Maybe reach out to them when we are ready.

ADJOURNMENT

Motion was made by Commissioner Loesel to adjourn the meeting and seconded by Vice-Chair Gore. The meeting was adjourned at 7:28 PM by Chair Bryan.

Respectfully submitted,

Kimberly Longo, District Secretary



City Commission Meeting - October 5, 2021

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, October 5, 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 October 5, 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 October 5, 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 October 5, 2021.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/87281072619?pwd=eVJQL2lsYU52RXltU3JPZnlkZmRuQT09>
 - 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: 872 8107 2619#, Participant ID: #, Passcode: 134191#

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 October 5, 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. 2021-954

Agenda Date: 10/5/2021

Status: QUASI-JUDICIAL PUBLIC
HEARINGS

In Control: City Commission

Title

P.H. 2021-116: Application No. 20-B3c-26 and Variance Case No. 2542 (Project Name: O'Reilly Auto Parts Center) MEYER FAMILY INVESTMENTS II LTD, represented by Alec Blotnick and Christina Bilenki, Esq.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 4/5 vote of the City Commission

Current Activity

The applicant is requesting approval of a major site plan application to expand existing retail use (auto parts store), construct additional parking and loading, and associated site improvements. The site plan demonstrates expansion of the existing auto parts retail use into the adjacent bays to the north which are currently utilized as a daycare and preschool. The new operator of the expanded retail auto store will be O'Reilly Auto Parts.

As part of the expansion, the applicant is required to provide additional parking and landscaping in the rear to accommodate the increase in intensity of the use. A six (6) foot high precast wall and landscaping are proposed along the rear property line to ensure sufficient screening and buffering with the adjacent multi-family residential property to the west. Improvements are also proposed to the parking area within the front yard for ADA accessibility and loading area for deliveries. A minor change to the front building façade is proposed with new doors on the north side to accommodate the loading area for the auto parts store.

The site plan also demonstrates a five (5) foot right-of-way dedication along the rear property line to accommodate City engineering roadway requirements on N.E. 8th Avenue. The applicant has submitted a Variance Application (Case No. 2542) to permit a five (5) foot landscape buffer in the rear yard (abutting a right-of-way) in lieu of the minimum ten (10) feet required by Code Section 98-80(e)(2)a. *Perimeter Buffers*.

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

The Community Appearance Board approved the application on August 11, 2021.

The Planning and Zoning Board recommended approval of the site plan application on September 2, 2021.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A MAJOR SITE PLAN FROM MEYER FAMILY INVESTMENTS II, LTD., TO EXPAND THE EXISTING RETAIL USE, CONSTRUCT ADDITIONAL PARKING AND LOADING AND ASSOCIATED SITE IMPROVEMENTS FOR THE O'REILLY AUTO PARTS CENTER LOCATED AT 4091-4119 N. DIXIE HIGHWAY (APPLICATION NO. 20-B3c-26); APPROVING A VARIANCE TO PERMIT A FIVE FOOT LANDSCAPE BUFFER IN THE REAR YARD IN LIEU OF THE MINIMUM 10 FOOT LANDSCAPE BUFFER REQUIRED BY CODE (CASE NO. 2542); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 20-B3c-26 (the "Site Plan Application") has been submitted to the City by Meyer Family Investments II, LTD. (the "Applicant") seeking site plan approval to expand the existing retail use (auto parts store), construct additional parking and loading, and associated site improvements on the existing O'Reilly Auto Parts Center property located at 4091-4119 N. Dixie Highway, Deerfield Beach (the "Store Expansion"); and

WHEREAS, the Store Expansion site is an approximately 53,575 square foot lot located in the B-3c Intense Commercial Business District and legally described as DIXIE 41 SUB 92-10 B LOTS 2-4 TOG/W PARCEL A LEE W SCHOOLER VILLAGE 81-8 B (K/A RIGHT OF WAY), as more particularly described in the file, and located at 4091-4119 N. Dixie Highway, Deerfield Beach, Florida (the "Property"); and

WHEREAS, the Applicant has also submitted an application (Case No. 2542) seeking approval of a variance to permit a five foot landscape buffer in the rear yard (abutting a right-of-way) in lieu of the minimum ten foot landscape buffer required by Section 98-80(e)(2)(a) of the City's Land Development Code (the "Variance Application"); and

WHEREAS, the Site Plan Application and Variance Application were previously reviewed by City staff, and on August 11, 2021, the Community Appearance Board approved the Site Plan Application; and

WHEREAS, the Planning and Zoning Board voted to recommend approval of the Site Plan Application on September 2, 2021; and

WHEREAS, the City Commission has reviewed and received testimony on the Variance Application and determined that a hardship as well as the other requisites to a variance have been demonstrated by the Applicant as required by Section 98-116(f)(2) of the Land Development Code of the City of Deerfield Beach; and

WHEREAS, based upon the evidence in the record and presented at the hearing before the City Commission, the City Commission finds that, with the exception of the rear yard landscape buffer for which the Applicant has requested a variance, all applicable Land

Development Code requirements have been met, the Site Plan Application is consistent with the City's Comprehensive Plan and approval of the Site Plan Application is in the best interests of the City.

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

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

Section 2. The Variance Application for a variance from Section 98-80(e)(2)(a) of the City's Land Development Code to permit a five foot landscape buffer in the rear yard in lieu of the minimum ten foot landscape buffer required by the City's Land Development Code is hereby approved.

Section 3. The Site Plan Application is hereby approved, subject to all requirements set forth in the DRC report, as amended, dated September 3, 2021, which shall be deemed conditions of this approval and shall be satisfied.

Section 4. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

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. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING A MAJOR SITE PLAN FROM MEYER FAMILY INVESTMENTS II, LTD., TO EXPAND THE EXISTING RETAIL USE, CONSTRUCT ADDITIONAL PARKING AND LOADING AND ASSOCIATED SITE IMPROVEMENTS FOR THE O'REILLY AUTO PARTS CENTER LOCATED AT 4091-4119 N. DIXIE HIGHWAY (APPLICATION NO. 20-B3c-26); DENYING A VARIANCE TO PERMIT A FIVE FOOT LANDSCAPE BUFFER IN THE REAR YARD IN LIEU OF THE MINIMUM 10 FOOT LANDSCAPE BUFFER REQUIRED BY CODE (CASE NO. 2542); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 20-B3c-26 (the "Site Plan Application") has been submitted to the City by Meyer Family Investments II, LTD. (the "Applicant") seeking site plan approval to expand the existing retail use (auto parts store), construct additional parking and loading, and associated site improvements on the existing O'Reilly Auto Parts Center property located at 4091-4119 N. Dixie Highway, Deerfield Beach (the "Store Expansion"); and

WHEREAS, the Store Expansion site is an approximately 53,575 square foot lot located in the B-3c Intense Commercial Business District and legally described as DIXIE 41 SUB 92-10 B LOTS 2-4 TOG/W PARCEL A LEE W SCHOOLER VILLAGE 81-8 B (K/A RIGHT OF WAY), as more particularly described in the file, and located at 4091-4119 N. Dixie Highway, Deerfield Beach, Florida (the "Property"); and

WHEREAS, the Applicant has also submitted an application (Case No. 2542) seeking approval of a variance to permit a five foot landscape buffer in the rear yard (abutting a right-of-way) in lieu of the minimum ten foot landscape buffer required by Section 98-80(e)(2)(a) of the City's Land Development Code (the "Variance Application"); and

WHEREAS, the City Commission has reviewed and received testimony on the Site Plan Application and Variance Application; and

WHEREAS, after reviewing the Variance Application and the testimony submitted, the City Commission has determined that the Applicant has not satisfied the requirements as set forth in Section 98-116(f)(2) of the City's Land Development Code for a variance; and

WHEREAS, the City Commission finds that the Site Plan Application for the Property without the Variance fails to satisfy the requirements of Section 98-80(e)(2)(a) of the City of Deerfield Beach Land Development Code.

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

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

Section 2. The City Commission finds that Case No. 2542 fails to satisfy the requirements for a variance as set forth in Section 98-116(f)(2) of the City’s Land Development Code. Therefore, the Variance Application is hereby denied.

Section 3. The Site Plan Application is hereby denied based upon the failure to meet the requirements of Section 98-80(e)(2)(a) of the City of Deerfield Beach Land Development Code.

Section 4. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

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. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



PUBLIC HEARING NOTICE

September 24, 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. 2021-116: Applicant: **Application No. 20-B3c-26 and Variance Case No. 2542 (Project Name: O'Reilly Auto Parts Center) MEYER FAMILY INVESTMENTS II LTD, represented by Alec Blotnick and Christina Bilenki, Esq.**

Proposal: Major site plan application (20-B3c-26) seeking approval to expand existing retail use (auto parts store), construct additional parking and loading, and associated site improvements AND Variance application (Case No. 2542) seeking approval to permit a five (5) foot landscape buffer in the rear yard (abutting a right-of-way) in lieu of the minimum ten (10) feet required by Code Section 98-80(e)(2)a. *Perimeter Buffers.*

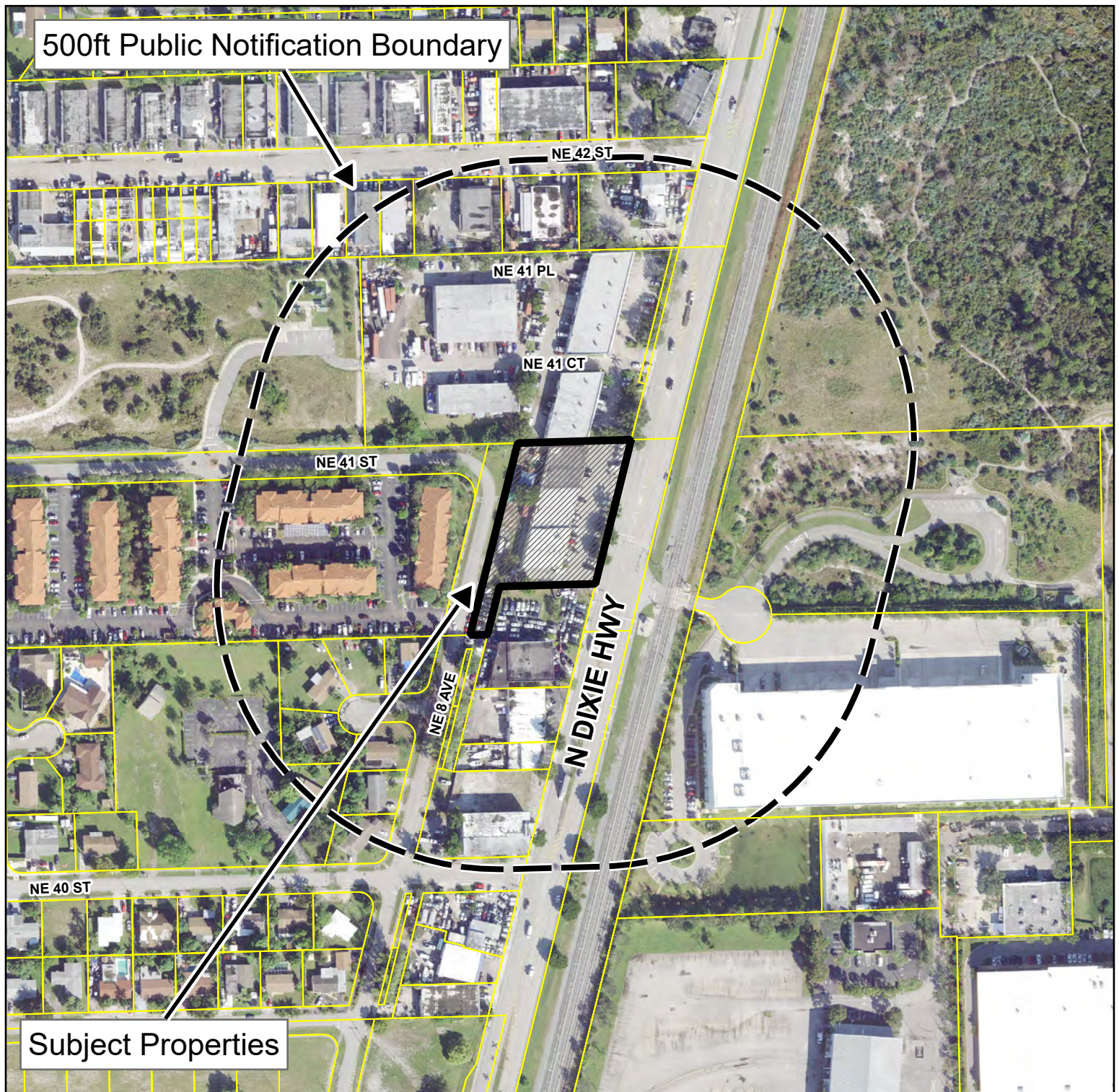
Location: The property is generally described as a parcel of land on DIXIE 41 SUB 92-10 B LOTS 2-4 TOG/W PARCEL A LEE W SCHOOLER VILLAGE 81-8 B (K/A RIGHT OF WAY), more particularly described in the file, and located at **4091-4119 N. Dixie Highway.**

A public hearing will be held on **TUESDAY, OCTOBER 5, 2021 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and/or utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting). All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/agendas or from the Planning and Development Services Department during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

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

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

Samantha Gillyard, CMC, City Clerk



Public Hearing Notice Map

Major Site Plan Application
20-B3C-26

Variance Case No. 2542

4091 - 4119 N Dixie Hwy

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



0 125 250
Feet



Development Review Committee

Summary Report

Development Plan Application Review

General Information

Application No.	20-B3c-26
Project Name:	O'Reilly Auto Parts Center
Applicant:	Meyer Family Investments II LTD
Agent:	Alec Blotnick and Christina Bilenki, Esq.
Requested Action/Description:	Major site plan application seeking approval to expand existing retail use (auto parts store), construct additional parking and loading, and associated site improvements.
Location:	4091-4119 N. Dixie Highway
Legal Description:	Generally described as DIXIE 41 SUB 92-10 B LOTS 2-4 TOG/W PARCEL A LEE W SCHOOLER VILLAGE 81-8 B (K/A RIGHT OF WAY)
Size:	53,575 square feet (1.2299 net acres)
Existing Zoning:	B-3c (Intense Commercial Business District)
Existing Land Use:	Auto Parts Retail, Sales and Installation, and Preschool
Future Land Use Plan Designation:	Commercial
Surrounding Land Use and Zoning:	
<u>Existing Land Use</u>	<u>Zoning</u>
North: Retail	M-1c (Limited Manufacturing and Industrial District)
East: Vacant Land / Pompano Beach	N/A / Pompano Beach
South: Vehicle Sales	B-3c (Intense Commercial Business District)
West: Multi-family Residential	RM-25 (Residence, Multi-family)
Applicable Regulations:	Broward County Code of Ordinances and Deerfield Beach Land Development Code
Plat Restrictions:	N/A

Department Comments & Requirements

REQUEST:

The applicant is requesting approval of a major site plan application to expand existing retail use (auto parts store), construct additional parking and loading, and associated site improvements. The site plan demonstrates expansion of the existing auto parts retail use into the adjacent bays to the north which are currently utilized as a daycare and preschool. The new operator of the expanded retail auto store will be O'Reilly Auto Parts.

As part of the expansion, the applicant is required to provide additional parking and landscaping in the rear to accommodate the increase in intensity of the use. A six (6) foot high precast wall and landscaping are proposed along the rear property line to ensure sufficient screening and buffering with the adjacent multi-family residential property to the west. Improvements are also proposed to the parking area within the front yard for ADA accessibility and loading area for deliveries. A minor change to the front building façade is proposed with new doors on the north side to accommodate the loading area for the auto parts store.

The existing tenant to the south, Charlie's Auto Glass, will remain. Other than improvements made to signage and internal access throughout the site, there are no changes proposed to the site or floor plans for this use.

The site plan also demonstrates a five (5) foot right-of-way dedication along the rear property line to accommodate City engineering roadway requirements on N.E. 8th Avenue.

BACKGROUND:

The property has been annexed to the City from Broward County, and upon annexation, the zoning did not change. As with other annexed properties requesting site plan modifications, there is no existing site plan of record. Therefore, this is the first site plan of record (No. 20-B3c-26) that complies with the development review requirements of the City.

The applicant has also submitted a Variance Application (Case No. 2542), which is in review and subject to City Commission approval, to permit a five (5) foot landscape buffer in the rear yard (abutting a right-of-way) in lieu of the minimum ten (10) feet required by Code Section 98-80(e)(2)a. *Perimeter Buffers*.

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 August 11, 2021.

The Planning and Zoning Board recommended approval of the site plan application on September 2, 2021.

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, Fire Rescue). Staff comments have been addressed. Other than the above referenced Variance (Case No. 2542), the application is considered to be in compliance with the Broward County Code of Ordinances and Deerfield Beach Land Development Code. Staff DRC comments are attached to this report.

PLANNING CONSIDERATIONS:

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

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

The existing use as retail (auto parts store) is permitted in the B-3c zoning district. The expansion complies with applicable Code requirements for the district and is compatible with other existing uses along this portion of the Dixie Highway corridor. The adjacent uses, structures and activities surrounding the parcel include retail center to the north, multi-family residential to the west, auto accessory installation to the south, and vacant land to the east.

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

There are no changes to the height, dimensions or floor area of the existing building. Minor changes to the floor plan are proposed to accommodate the expansion of the auto parts retail store into adjacent bays; however, it does not affect the existing square footage of the building. The auto parts store will occupy approximately 9,257.5 square feet of the building.

The location, dimensions, height and floor area of the existing building are considered compatible with the surrounding commercial area and comply with the code requirements.

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

The applicant is proposing to provide additional access and parking in the rear. The dumpster has been relocated to provide required access for sanitation trucks and improvements to the rear yard. The site plan demonstrates the addition of

eight (8) parking spaces, which are required by Code to accommodate the expansion of the auto parts store. The site plan designates 32 parking spaces to the auto parts store and 13 spaces to the existing auto accessory installation (Charlie's Auto Glass), which complies with previously approved parking calculations.

To ensure vehicle and pedestrian safety, the applicant was required to demonstrate sufficient vehicle and pedestrian signage along the north and western drive aisles are provided on the site plan. Additionally, convex mirrors and thermoplastic striping are demonstrated on the plans to enhance visibility of vehicle movement throughout the new parking area.

The applicant has submitted a logistics and delivery operations plan for the auto parts store, detailing the loading and stocking of inventory for the store. The store will receive deliveries five nights per week, between the hours of 2 a.m. and 6 a.m. utilizing the new loading area proposed in the front. This operation is not expected to impact normal business operations and existing parking in this area. Deliveries during normal business hours are completed by a pickup truck and/or from FedEx/UPS. A vehicle and truck circulation plan was also required as part of the submittal to ensure safe access and means of ingress and egress of trucks.

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

Although the level of intensity is expected to increase as a result of the expansion, the impacts to the adjacent residential neighborhood to the west are minimal as improvements are proposed along the rear by way of screening (precast concrete wall) and landscape buffers. Additionally, there is no access proposed along NE 8th Avenue as all ingress and egress from the property is from Dixie Highway.

Upon review of the trip generation calculation submitted by the applicant, the City found that the number of daily trips would not exceed 500 trips. Therefore, a traffic impact statement was not required.

Hours of operation are expected to remain the same as the use is not changing. Noise is expected as a result of operational functions; however, the proposed wall and landscape buffer will assist in minimizing noise levels. Outdoor lighting for the facility complies with applicable Code requirements.

(e) Alteration of light and air;

The proposed expansion is not anticipated to impact light and airflow.

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

The proposed site plan does not demonstrate any changes to the setbacks of the building. A six (6) foot precast concrete wall is proposed to replace the chainlink fence along the entire rear property line with landscaping on both sides of the wall.

Pursuant to Section 98-19(5) *Street Widths*, the applicant is required to dedicate five (5) foot of right-of-way along the rear. As a result of the dedication, the site plan does not comply with minimum ten (10) feet required for the perimeter landscape buffer. Therefore, the applicant has submitted a Variance Application

(Case No. 2542) to reduce the width of the perimeter landscape buffer from ten (10) feet to five (5) feet.

- (g) *Conditions, uses or activities which pose a significant risk to the safety or security to those under 18 years of age using schools, churches, parks, playgrounds or other facilities which cater to those under 18 years of age;*

Although the intensity of the use on the existing site will increase due to the proposed expansion, the site plan demonstrates buffers and fencing along the property to comply with Code.

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

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

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

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

SUMMARY & REQUIREMENTS

Staff's review of Application 20-B3c-26 has found that, subject approval of the Variance (Case No. 2542), the proposed project is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan, Land Development Code, and Broward County Code of Ordinances.

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:	O'Reilly Auto Parts Major Site Plan	Application No.:	20-B3c-26
Reviewer Name:	Tina Jou	Project Address:	4091-4119 N. Dixie Hwy
Department/Division:	Planning		
Position:	Principal Planner		
Date of Review:	8/3/2021		
Submittal No.:	5		

A. APPLICATION / GENERAL COMMENTS:

1.	Applicant must provide a response that they acknowledge the following. All resubmittals shall be provided with a written narrative responding to all comments.
1.a.	Comment addressed.
2.	The Project coordinator (Tina Jou, tjou@deerfield-beach.com) shall be the primary point of contact between the applicant and the City during the DRC process. The applicant shall not contact a City consultant without first contacting the project coordinator. Furthermore, the applicant must notify or copy via email any conversation or contact the applicant has with a separate division or department of the City.
2.a.	Comment acknowledged.
3.	Per Sec. 98-35, all applications proceeding to City Commission shall comply with requirements for public notice, including submittal of all required fees, documents, and labels for notice to property owners, on-site signage, and newspaper publishing. Applicants are only permitted to begin the public notification process upon determination by Planning & Zoning staff that the item has been scheduled for an upcoming public hearing. The Public Notice Checklist is attached and can be accessed at http://www.deerfield-beach.com/DocumentCenter/View/12586/Public-Notice-Checklist .
3.a.	Comment acknowledged.
4.	Community Appearance Board approval is required prior to approval of site plan. Staff will notify the applicant once application submittal is to be scheduled as item on an agenda. The applicant shall provide both existing and proposed elevations to determine building facades will complement each other. Once staff has advised the item is ready to be scheduled for CAB, submit five (5) sets of revised plans in 11" x 17" with Community Appearance Board application, which include colored building elevations and complete site plan sets.
4.a.	Comment acknowledged.
4.b.	Upon resubmittal, ensure colored elevations and CAB sets are submitted which meet that requirements above.

Development Plan Application Comments

4.c.	Comment not addressed. Colored elevations must be bound to the plan sets together with the elevation sheets. Also, they do not match the elevations sheets as the new proposed doors in front of the loading area are not in consistent locations.
4.d.	Comment addressed.
5.	Cost recovery fees – pursuant to Chapter 98, Article VII of the Land Development Code, cost recovery fees will be payable by the Applicant for review of the proposed. A cost recovery account will need to be established with the City, with payment required prior to being scheduled for the first public hearing. This fee is payable to the City of Deerfield Beach. Should the City's consult fees exceed the deposit amount, additional fees may be payable by the Applicant. The amount of cost recovery fees required for legal and traffic engineering review will be forthcoming.
5.a.	Comment acknowledged.
6.	Prior to resubmittal, contact Tina Jou and Veronica Rodriguez at tjou@deerfield-beach.com and Vrodriguez@deerfield-beach.com to schedule a Development Review Committee meeting.
6.a.	Comment acknowledged.
7.	According to the Broward County Property Appraiser, the subject property contains multiple separated parcels. As a part of this application, said parcels will need to be combined or unified together and recorded with Broward County.
7.a.	Comment addressed. Lots combined through Unity of Title and recorded as Instrument No.116642749.
8.	Provide cross access agreement or other recorded document for City record between 4071 N. Dixie Hwy. and 4091 N. Dixie Hwy.
8.a.	Comment addressed. Plat Book 92, Page 10 demonstrates the ingress/egress easement for both parcels.
9.	Parcel along NE 8 th Avenue which runs adjacent south parcel must meet all requirements for landscape/hedges and fencing for entire property limits.
9.a.	Comment pending approval of variance for the landscape buffer.
9.b.	Comment acknowledged.
NEW COMMENTS 5/26/2021	
10.	For items being heard by City Commission, a cost recovery fee shall be paid by check to the City of Deerfield Beach for electronic document remediation of the application in order to comply with Title III of the Americans with Disabilities Act. The fee will be payable by the Applicant once the City receives the invoice.
10.a.	Comment acknowledged.
11.	Per Section 98-13(b)(4) Provide the following filing fee as provided in the City's fee schedule (Resolution 2018/194): As advised by staff during the DRC meeting, the initial site plan application fee (\$2,000) includes the first review plus two resubmittals. Any resubmittal after the 3 rd site plan review requires a fee of 30% of the initial application fee (\$600) to be submitted for each submittal thereafter. Upon resubmittal, applicant is required to submit \$600.
11.a.	Comment partially addressed. Upon resubmittal for the 5 th review, applicant is required to submit \$600.

Development Plan Application Comments

11.b.	Comment addressed.
-------	--------------------

B.

COVERPAGE:	
1.	Index and sheet order are inconsistent with required order of plan set. Per Section 98-13(8), the plan set should be in the following order: cover page, survey, site plan, site details, elevations, floor plans, landscape plan, irrigation plan, and photometric plan. Revise the order of the plan set and the index on the cover page to meet Code requirements.
1.a.	Comment addressed.
2.	Relocate site data table on cover page to site plan sheet. Comments related to site data table are provided in Section D. Site Plan below.
2.a.	Comment addressed.
NEW COMMENT 1/25/2021	
3.	Revise scope of work to state eight parking spaces are proposed (instead of nine).
3.a.	Comment addressed.

C.

SURVEY:	
1.	The survey provided in 11x17 was not signed and sealed. Submit signed and sealed survey.
1.a.	Comment addressed.
2.	Survey does not state gross and net acreage of property. 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.
2.a.	Comment addressed.
3.	Per Section 98-13(8)(b)(4) Provide existing recorded easements, NVAL lines, utilities and rights-of-ways. Any overhead lines must be noted.
3.a.	Comment addressed.
4.	Per Section 98-13(8)(b)(5) Provide a title policy, title commitment, title search/exam, opinion of title or property information report current to within one year, identifying any encroachment, encumbrance, violation, or variance, as well as the date, policy number, issuers name, address and the disposition of all schedule B-II encumbrances. Ensure all applicable encroachments, encumbrances, etc. are demonstrated on the survey.
4.a.	Comment addressed.

D.

SITE PLAN:	
1.	Current circulation would require trash service onto NE 8 th Avenue. This would not be permitted as a through way. Provide decorative gate with knox box for fire access only.
1.a.	Comment addressed. Egress onto NE 8 th Ave. has been removed.
2.	Per Section 98-13(8)(c)(4) Provide existing and proposed ground mounted

Development Plan Application Comments

	electrical and mechanical equipment and screening. Confirm if ground mounted equipment is proposed. If so, it must be demonstrated on plans and screened from public view.
2.a.	Comment addressed. No new ground mounted equipment is proposed.
3.	Demonstrate compliance with City <i>Section 98-77 (3). - Non-residential walls and fences.</i> Code requires any <i>non-residential use which directly abuts a residential zone or residentially-developed site, it shall be screened from the adjoining residential zone or use by a solid, concrete block wall at least six feet but not more than eight feet in height. Said wall shall be located completely within the limits of the nonresidential lot and shall have equal architectural treatment on both sides with the final product to be painted stucco and finished the same as the principal building on the site. In the case where an alley separates the properties, location of said wall shall be determined by the city commission.</i> Revise site plan and site details to demonstrate concrete wall instead of chainlink fence.
3.a.	Comment addressed.
4.	Per Section 98-13(8)(c)(7) Provide existing and proposed light pole locations.
4.a.	Comment addressed.
5.	Per Section 98-13(8)(c)(16) The site data table is required to demonstrate the existing, required and proposed information below. Revise site data table to demonstrate existing, required and proposed. ☐ Maximum height of all buildings ☐ Lot coverage ☐ Total landscape (pervious) and impervious area ☐ Existing and proposed land uses and zoning designations ☐ Total number of dwelling units and bedroom count (if applicable) ☐ Total number of parking spaces (existing, required, and proposed), including compact, and ADA accessible spaces ☐ Floor area ratio (FAR) ☐ Gross and net acreage of total site ☐ Total percentage of landscaped open space ☐ Square footage of all existing and proposed uses ☐ Minimum building setback to all property lines (existing, required and proposed)
5.a.	Comment not addressed. Since the property is zoned B-3c, the site data must demonstrate compliance with Sec. 39-292 in the County Code for the purposes of plot coverage, setbacks and maximum height. It appears City Code was utilized. Revise site data table to demonstrate the code as required in County B-3c zoning. Provide setback of dumpster enclosure on site plan/site data table. Additionally, rear setback should state 50.62, not 50.16 (55.62 ft - 5 ft ROW dedication)
5.b	Comment not addressed. Site data table was not revised to state correct rear setback measurement = 50.62. Likewise, the correct reference to the setback needs to be provided (Revise "Side North" to "Rear /West"). The setback that was listed for the dumpster is incorrect as the measurement must reflect setback from the new property line after the dedication. Revise table to comply.
5.c.	Setback was corrected; however, an additional measurement was added (50.16 ft.). Clarify what the setback is to and remove if revised in error.
5.d.	Comment addressed.

Development Plan Application Comments

6.	Total building area on site plan, within site data table, and parking tabulations conflict. Revise calculations to be consistent.
6.a.	Comment not addressed. Site plan states Charlie's Auto is 4,810 SF, while site data table states it is 4,837 SF. Revise to be consistent.
6.b.	Comment partially addressed. Per Site Data Table, the total area of both tenants equals 13,643 sf with the space for Charlie's at 4,810 sf and O'Reilly's at 8,806 sf. However, previous plan approvals and calculations of building total over +/- 14,243 sf with the space for O'Reilly's approximately +/- 9,331 sf. Confirm total area of each tenant and gross area of building on all plan sheets. If calculations must be revised, ensure they are consistent for both tenants and parking counts.
6.c.	Building and unit area calculations were corrected. However, the Required Parking was not revised. Correct Required Parking for O'Reilly's to 31 spaces, instead of 32 as written ($9,257.5\text{SF}/300 = 31\text{ PS}$).
6.d.	Comments addressed.
7.	Dimensions of parking spaces shall comply <i>with Schedule. – Parking Space Size and Configuration and Section 98-88 (n) compact parking</i> . Standard spaces shall be a minimum of 10 ft. x 20 ft. and compact spaces shall be a minimum of 9 ft. x 18 ft. Compact spaces shall not exceed 50% of the total spaces provided on the site. Revise parking calculation to comply with Code.
7.a.	Comment not addressed. Parking in rear demonstrates standard angled parking. Provide type of angled parking on details sheets. Note, Code requires 30 degree parking to be 10 ft. x 18 ft.). If 45 degree parking is proposed, stall length shall be 19 ft.
7.b.	Comment addressed.
8.	Provide typical parking space details on separate site details sheet, demonstrating compliance with standard and ADA parking spaces for striping, wheel stops, etc. Note wheel stops are required to be 36 inches from edge of pavement to back of concrete stop.
8.a.	Comment not addressed. Although ADA spaces are existing, details must be provided on the plans for all existing and proposed spaces. Additionally, site plan table must demonstrate the parking required and proposed for each use (tenant) and total for the site. Charlies must maintain the previously approved parking count.
8.b.	Comment partially addressed. Scribner's error in previous comment stated wheel stops must be 36 inches from edge of pavement and should be revised to show stop to be 30 inches from edge of pavement. Revise details accordingly. Parking space counts on site data table were partially addressed. Per previous approved plans, Charlie's was approved to have a parking count at 1 space per 400 SF, which is existing nonconforming (grandfathered). The total existing and required parking counts for Charlie's must be based on this calculation. Note, parking space count for Charlie's in site data table (16 standard + 1 HC= 17, not 16) does not match the number of spaces labeled on site plan drawing (14 standard + 1HC = 15). Ensure calculations and drawings are consistent with previously approved plans and ensure numbers match with site plan drawing. The number of parking space required for O'Reilly's is 30 spaces, not 29 as Code requires parking calculations ending in a fraction to round up. Revise to comply with Code.
8.c.	Comment partially addressed. Sheet A-2.1 measures 2 ft. 6 in. from the front of

Development Plan Application Comments

	the wheel stop instead of back of wheel stop. Revise detail to demonstrate measurement from back of wheel stop to edge of pavement to comply with Code. Revise the Required Parking Spaces for O'Reilly's to be 31 spaces, instead of 32 as written.
8.d.	Comment addressed.
9.	Provide dimensions of new concrete ramp. If loading area proposed in this location, demonstrate striping on plans.
9.a.	As the ramp and loading area in the front parking lot is proposed, the last parking space as noted on the plans must be removed as it does not appear that it will meet minimum code requirements with this modification. The loading area and surrounding parking spaces must be properly dimensioned and striped. Ensure parking calculations are revised to reflect any changes. Provide dimensions of type of truck that will be utilizing loading area.
9.b.	Comment addressed. Applicant has submitted a truck circulation plan and explanation of delivery operations, including delivery hours from 2am to 6 am five days a week by a box truck (30ft. x 8.5ft.).
10.	Remove reference to civil plan as referenced sheets are not part of approved plan sets.
10.a.	Comment addressed.
11.	Provide setback of existing monument sign to property line.
11.a.	Comment addressed.
12.	Southern portion of property within drive aisle is landscaped with hedges. Site plan does not clearly demonstrate the landscape area along southern portion of drive aisle.
12.a.	Comment not addressed. Provide dimension of landscape area at the largest and smallest sections. Clarify new boxed area along the western portion of landscape.
12.b.	Comment addressed.
13.	Clarify how Charlie's will utilize drive aisle where existing services bays are located.
13.a.	Comment not addressed. Additional explanation must be provided on the service bays and how vehicles will be driven into and out of bays to ensure pedestrian and vehicle safety. Additional vehicular signage, warning striping and/or mirrors must be proposed in this area for vehicles exiting the proposed parking area in the rear.
13.b.	Comment addressed.

E.

ELEVATIONS:	
1.	Per 78-7(h) Trash enclosures shall be painted to match the primary or secondary color of the building and gates shall be designed of durable material. In certain cases, landscape screening may be required as well. Demonstrate compliance on Sheet A-1.2.
1.a.	Comment addressed.
2.	Per Section 78-7(b) façade should incorporate transparent features, with retail uses demonstrating a minimum of 50% transparency. Elevations demonstrate window tinting which do not comply.
2.a.	Comment not addressed. Tinting removed from elevation, however keynote #15 states tinting is proposed. If window tinting is proposed, the percentage of transparency must be provided on plans.

Development Plan Application Comments

2.b.	Comment addressed.
3.	Per Section 78-7(b) <i>Service doors should be inset in the secondary building faces to allow shadow lines. Vehicle service areas should not be visible from public rights-of-way. Where service doors will be visible from an internal roadway (i.e. on an outparcel), service areas should incorporate some decorative features to enhance the four-sided design of the building.</i> Overhang door must be changed to a door that is consistent to match other doors on the front façade.
3.a.	Comment addressed.
4.	Signage shall comply with Chapter 102 Sign Code. Per Section 102-8(c)(2) Building signs shall not exceed the maximum 100 SF permitted by Code. Additionally, <i>for sign text height, the background shall be considered in determining the size of the sign as well as the heights of allowable text. Signs may utilize no more than 75 percent of the vertical height of the background, where the sign is located, and no more than 75 percent of the width of any background space on which the sign is located, or for retail tenant space no more than 75 percent of the area between the tenant's demising partitions for multiple tenant buildings.</i> Raceway color shall be revised to match color of building.
4.a.	Comment not addressed. Remove "O'Reilly Auto Parts" detail on elevation. For the purposes of the major site plan review, the general location and outline of the proposed conceptual signage must be shown on the elevations, not details. Revise elevations to demonstrate general location of building wall signs for both tenants in compliance with the Sign Chapter.
4.b.	Comment addressed. Separate sign permit will be required at time of building permit.
5.	Provide existing elevations for all sides of building as only the front and rear were submitted with plans.
5.a.	Comment addressed.
5.b.	Comment partially addressed. Revise title for north and south elevations to state "Existing", rather than "Proposed" as per applicant, no changes are proposed to the building facades for these sections.
5.c.	Comment partially addressed. Colored elevations are shown as proposed, not existing.
5.d.	Comment addressed.
NEW COMMENT 1/25/21	
6.	There are three keynote legends provided on the elevation sheets: General Notes, Key Notes, and Exterior Finish. The numbers on the elevations conflict with the numbering of the legends and make it difficult to read. Revise legends to either combine notes/numbers or numbering to clearly coincide with the labeling on the elevations. Remove any notes that are not applicable to the site plan.
6.a.	Comment addressed.
7.	Monument sign must be included on elevation sheet and demonstrate compliance with Code. Per Section 102-8(f), the following is required: The sign must match the color of the base with the principal building; The sign shall be designed in such a manner that all text is in the same type font and same color; The numeric address shall be displayed as part of the sign in text no smaller than four (4) inches capital letter height; Text shall not exceed six (6) inches in height, but be no less than four (4) inches

Development Plan Application Comments

	in overall capital letter height; Note, red panel background does not comply with above requirements.
7.a.	Comment not addressed. Per US Patent and Trademark Office, registered trademark/logo provided for O'Reilly's, does not appear to include color as record states "Color is not claimed as a feature mark", and therefore must match the Code requirements provided above. Provide documentation that color is included or revise to comply with Code. Letter height must comply with Code. Additional sign detail is required on elevations sheet as provided in signage plan, i.e. panel color, etc. to demonstrate compliance with above requirements. Revise signage on elevation sheet to comply with Code requirements above.
7.b.	Comment addressed. Per plans, all signage proposed will comply with required Sign Code.

F.

FLOOR PLANS:	
1.	No. 16 in Key Notes states label is not in use, however floor plan includes label on drawing. Keynote No. 7 references incorrect sheet. Clarify notations in key notes or remove from drawing.
1.a.	Comment addressed.
2.	Provide dimensions of proposed concrete ramp.
2.a.	Comment addressed.

G.

PHOTOMETRIC PLAN:	
1.	Photometric plan shall include entire limits of property as only the rear portion of the property was provided. Following comments must be provided on photometric plan.
1.a.	Comment not addressed. Provide footcandles at existing and proposed property lines.
1.b.	Comment addressed.
2.	Per Section 98-13(8)(h)(2) Provide a photometric layout of each proposed light fixture and light pole, showing its maximum to minimum foot-candle level.
2.a.	Comment addressed.
3.	Per Section 98-13(8)(h)(3) Provide a minimum foot candle taken at the property line. Spillover shall not exceed three footcandles vertical and shall not exceed one footcandle horizontal illumination on adjacent properties or structures measured at grade. Proposed light poles shall be relocated where spillover is minimized.
3.a.	Comment not addressed. Footcandles must be shown on the proposed west and south property lines, which demonstrate compliance with the above.
3.b.	Comment addressed.
4.	Per Section 98-13(8)(h)(5) Provide the location of all existing off site lighting, including rights-of-way lighting. Provide existing pole and fixture details. Note proposed poles and fixtures shall match existing.
4.a.	Comment not addressed. Provide existing and proposed light pole and fixture details, which match in architectural style.
4.b.	Comment addressed. All light poles on property are proposed. Existing poles in ROW are demonstrated on plans.

Development Plan Application Comments

H. ADDITIONAL COMMENTS:	
1.	This property is subject to Broward County transportation concurrency approval, based on the level of development intensity shown on the plat for this site. At this time, the applicant is advised to verify with Broward County whether an amendment to the restrictive note on the plat is required. Plat note amendments also require City approval pursuant to subsection 98-17 of the Land Development Code. The issuance of building permits may be delayed until such requirements are satisfied.
1.a.	Comment not addressed.
1.b.	Comment addressed.
2.	Prior to the issuance of a building permit, the applicant must receive a Certificate of Concurrency Letter from the Planning and Development Services Department. This letter will serve as the Development Permit as required under Section 98-18 of the Land Development Code of the City of Deerfield Beach for approval of the site plan.
2.a.	Comment acknowledged.
3.	A Building permit will not be issued until the applicant has also received approval of an Engineering permit for the Environmental Services Department.
3.a.	Comment acknowledged.
4.	As with all developments in Deerfield Beach, before a building permit can be issued, this development must receive approval from the Broward County Environmental Protection and Growth Management Department, Development and Environmental Regulation Division (954-357-6666).
4.a.	Comment acknowledged.
5.	Per Section 98-14(f) An application for development plan shall be deemed to have been abandoned becoming null and void after six months of inactivity. If an application has no activity within this time frame, then a new application for development plan along with all applicable fees shall be submitted should the applicant wish to proceed with the project.
5.a.	Comment acknowledged.
6.	Master Sign Plan must be revised to demonstrate compliance with sign code provided. Master sign plan requires separate application and review (link: http://www.deerfield-beach.com/DocumentCenter/View/11725).
6.a.	Staff comment on Master Sign Plan will be provided after review of the site plan. Provide projection of building signs from roof. Note, Code does not permit projection to exceed 12 inches from horizontal plan of building wall.
6.b.	Comment addressed. Upon review of site plan, it's been determined that a master signage plan is not required. All signage must be submitted and reviewed as part of a separate building permit should the major site plan application be approved by Commission.
NEW COMMENTS 1/25/2021	
7.	Surface Water Management Approval submitted from Broward County includes the site plan that was initially submitted. As the scope of work in the rear yard has changed, the applicant is required to submit approval from the County that reflects revisions.
7.a.	Comment addressed.
8.	Variance Application: Submit original disclosure affidavit for Christina Bilenki.
8.a.	Comment addressed.
9.	Variance Application: A separate site plan should not be submitted with the

Development Plan Application Comments

	variance application as it is reviewed concurrently with the site plan.
9.a.	Comment addressed.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	O'Reilly Center	Application No.:	20-B3C-26
Reviewer Name:	Harold Hoyte	Project Address:	4091-4119 N. Dixie Hwy.
Department/Division:	Landscape		
Position:	Landscape Architect		
Date of Review:	7/23/21		
Submittal No.:	4		

A. LANDSCAPE PLAN:

1.	Per Section 98-80 (e) (2) 12 trees are required in the abutting property perimeter buffers, 2 are provided. Add 10 trees to meet requirement.
1.a	Comment addressed.
2.	Per Section 98-80 (e) (2) 22 trees are required in ROW perimeter buffer, 17 are provided. Add 5 trees to meet requirement.
2.a	Comment addressed.
3.	Per Section 98-80 (e) (9) 1 tree and 1 parking island are required none are provided. Add 1 tree and island.
3.a	Comment addressed.
4.	Per Section 98-80 (e) (2) (a) ROW perimeter buffer shall be 10 feet, only 4 feet is provided on north property line. Add 6 feet to meet this requirement.
4.a	Comment not addressed. Variance request submitted.
5.	Per Section 98-80 (e) (1) 880 shrubs and groundcovers are required, 350 are provided. Add 530 to meet requirement.
5.a	Comment not addressed. Add 113 shrubs or groundcover.
6.	Per Section 98-80 (e) (1) 160 shrubs additional are required in perimeter buffer.
6.a	Comment addressed.
7.	Per Section 98-80 (k) (3) add 88 flowering shrubs to add aesthetic and diversity to site.
7.a	Comment addressed.
8.	Per Section 98-80 (k) (3) add 1 flowering tree to meet requirement.
8.a	Comment addressed.
9.	Per Section 98-80 (k) (9) 18 native trees are required, 14 are provided. Add 4 trees to meet requirement.
9.a	Comment addressed.
10.	Per Section 98-80 (e) (14) (e) 18 trees relative to the building height are required, 14 are provided. Add 4 to meet to the 12 feet minimum requirement. Note the other 50% of trees shall follow Section 98-80 (k) (1).

Development Plan Application Comments

10.a	Comment addressed.
11.	Add tree spread and appraisal using trunk formula in "Guide for plant Appraisal 9 th Edition"
11.a	Comment addressed.
12.	Per Section 98-80 (k) (9) add 1 variety of tree to meet this requirement.
12.a	Comment addressed.
13.	Per Section 98-80 (k) (9) add 2 varieties of shrub to meet this requirement.
13.a	Comment addressed.
14.	Per Section 98-80 (i) show correct sight distance triangles on Dixie Highway and on NE 8 th avenue.
14.a	Comment addressed.
15.	Step down schefflera with smaller shrub or groundcover on Dixie Highway as this street is an arbor street.
15.a	Comment addressed.
16.	Trees in poor condition shall be removed from site as the pose a danger. Poo trees shall be mitigated 1 for 1. Note, mitigation is over and above required trees.
16.a	Comment addressed.
17.	Clearly indicate areas which are pervious from impervious on North property line.
17.a	Comment addressed.
18.	Show the utilities and lines from conceptual engineering plan on landscape plans and adjust landscape accordingly.
18.a	Comment addressed.
	New Comment
19	Revise shrub label in upper right-hand corner to show quantity and shrub type.
19.a	Comment addressed.

B.

IRRIGATION PLAN:	
1.	Submit full set of irrigation plans for entire site.
1.a	Comment addressed.
2.	Show location and detail for rain sensor.
2.a	Comment addressed.
3.	Sprinkler heads used shall be indicated in legend.
3.a	Comment addressed.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	O'Reilly Center Major Site Plan	Application No.:	20-B3C-26
Reviewer Name:	Alfonso Orellana		
Department / Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	01-21-2021		
Submittal No.:			

A. APPLICATION / GENERAL COMMENTS:

1.	The proposed 5 Foot right-of-way dedication on NE 8th Ave. right-of-way abutting the property (Folio no. 484213190490), shall be labeled on the plans as "dedication" instead of "designation." A recordable Sketch and Legal description in of the right-of-way dedication in favor of the City of Deerfield Beach shall be provided for review and approval prior to recordation with Broward County.
1.a	COMMENT ADDRESSED

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	O'Reilly Center Major Site Plan	Application No:	20-B3C-26
Reviewer Name:	Cesar E. Osegueda		
Department / Division:	Sustainable Management		
Position:	Code Compliance Spec.		
Date of Review:	01/11/2021		
Submittal No:			

A. RECYCLING & SOLID WASTE DIVISION:

1.	The above Site Plan Application, located at 4091-4119 N Dixie Hwy. Deerfield Beach FL 33064, has been reviewed by the Sustainable Management Dept. (Recycling and Solid Waste Division) and was found to be Acceptable as it relates to collection services and location of Recycling/Solid Waste Receptacles.
----	--

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	O'REILLY CENTER	Application No.:	20-B3C-26
Reviewer Name:	CAPTAIN MIKE HEFFERON		
Department / Division:	FIRE PREVENTION		
Position:	CAPTAIN		
Date of Review:	06/02/20		
Submittal No.:	1		

A. APPLICATION / GENERAL COMMENTS:

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

B. SITE PLAN:

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



DEVELOPMENT PLAN APPLICATION

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

One application may be submitted for multiple requests. Unless otherwise directed by staff, the following items with associated attachments are required for staff to determine the application is complete for processing by the City.

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)

- | | |
|---|---|
| ☒ New Site Plan / Site Plan Modification (See Attachment A) | ☐ Plat or Plat Note Amendment (See Attachment F) |
| ☒ Community Appearance Board (See Attachment B) | ☐ Conditional Use (See Attachment G) |
| ☐ Variance (See Attachment C) | ☐ Vacation & Abandonment (See Attachment H) |
| ☐ Technical Deviation (See Attachment D) | ☐ ROW Variance (See Attachment I) |
| ☐ Rezoning (See Attachment E) | ☐ Sign Variance (See Attachment J) |

Project Name: O'REILLY CENTER

Property Owner: MEYER FAMILY INVESTMENTS II LTD

Applicant (If different from Owner): ALEC BLOTNICK

Agent (if different from Owner/Applicant): ALEC BLOTNICK

Address of Property: 4091-4119 N. DIXIE HWY., DEERFIELD BEACH FL. 33064

Legal Description of Property (lot, block, tract, subdivision): LOTS 2,3 AND 4 OF DIXIE 41 SUBDIVISION AS RECORDED IN PB 92, PG 10; AND PARCEL A LEE W. SCHOOLER VILLAGE AS RECORDED PB 81, PG 8 IN BROWARD COUNTY

Description of Project: EXPAND EXISTING PARKING ON CONTIGUOUS VACANT LAND TO ADD NEW PARKING SPACES TO ACCOMMODATE NEW TENANT, ADD RAMP IN PARKING LOT AT NORTH END FOR DELIVERIES AND RELOCATE DUMPSTER

New Development (Y/N):	<u>No</u>	Modification to Existing Development (Y/N):	<u>Yes</u>
Zoning District:	<u>BU 3-A</u>	Future Land Use Category:	
Existing Use:	<u>COMMERCIAL</u>	Proposed Use:	<u>COMMERCIAL</u>
Lot Area (acres):	<u>1.22</u>	Number of Dwelling Units (proposed):	<u>N/A</u>
Sq. Ft. of Structure (existing):	<u>13,643</u>	Sq. Ft. of Structure (proposed):	<u>N/A</u>

Agent Signature: _____

Name Printed: ALEC BLOTNICK

Address: P.O. BOX 262, BOCA RATON, FL. 33429

Telephone: 305-527-4011

Email: meyerfamilyinvest2@gn

Owner Signature: _____

Name Printed: MAUREEN BLOTNICK

Address: P.O. BOX 262, BOCA RATON FL. 33429-0262

Telephone: 305-527-4011

Email: meyerfamilyinvest2@gmail.com





DISCLOSURE AFFIDAVIT

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

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

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

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

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, MAUREEN I. BLOTNICK have received a copy of the ordinance and understand the ordinance requirements.

Applicant


Signature

5.14.2020
Date

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

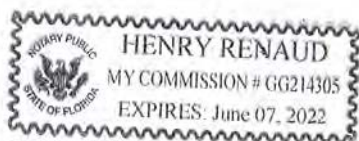
notarization, this 14 day of MAY, 2020 by

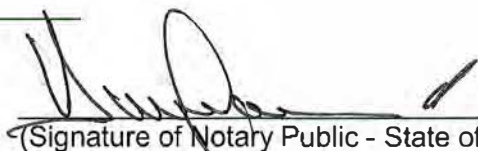
MAUREEN BLOTNICK (Affiant), who is personally

known to me or has produced FL DL B435-549-51-507-0 identification.

My commission expires: GG214305 June 7, 2022

Commission No.: GG214305




(Signature of Notary Public - State of Florida)

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





DISCLOSURE AFFIDAVIT

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

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

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

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

NONE

3. Disclose any action that is a violation of the Ethics Code by a regulated officer (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.)

City of Deerfield Beach

2020

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, ALEC BLOTNICK, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Signature]
Signature

FEBRUARY 26, 2020
Date

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online notarization, this 26 day of FEBRUARY, 2020 by

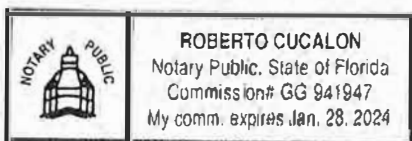
Alec Blotnick (Affiant), who is personally known to me or has produced FLDL identification.

My commission expires: 01/28/2024

Commission No.: GG 941947

[Signature]
(Signature of Notary Public - State of Florida)

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





DISCLOSURE AFFIDAVIT

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

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

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

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

(Attach additional sheets as needed for each item.)

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

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, Juan C. Garcia, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature

Date

5-27-20

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

notarization, this 27th day of May, 2020 by

Juan Garcia (Affiant), who is personally

known to me or has produced Driver's License identification.

My commission expires: 3/25/24

Commission No.: GG973407



ALEXANDER LOPEZ
Commission # GG 973407
Expires March 25, 2024
Banded thru Budget Notary Services

(Signature of Notary Public - State of Florida)

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





DISCLOSURE AFFIDAVIT

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

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

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

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

(Attach additional sheets as needed for each item.)

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

Jan 2017 - Bill Ganz \$1,000; Jan 2017 - Bernie Parness \$1,000; Jan 2017 - Todd Drosky \$1,000

2019 - Michael Hudak \$1,000; Aug. 2020- Bernie Parness \$1,000

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

N/A

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

N/A

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

C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.
(on behalf of Dunay, Miskel & Backman, LLP)

I, Christina Bilenki, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature

11/12/2020
Date

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

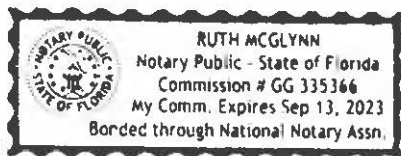
notarization, this 12 day of November, 2020 by

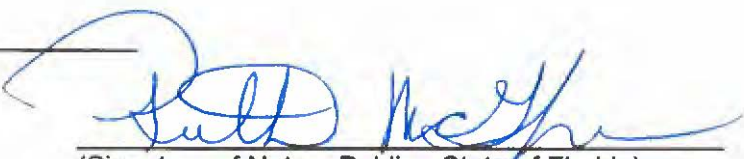
Christina Bilenki (Affiant), who is personally

known to me or has produced identification.

My commission expires: _____

Commission No.: _____




(Signature of Notary Public - State of Florida)

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

PROPOSED VARIANCE

1. State the Code Section(s) and the Land Development Regulation standard(s) required for the proposed variance (*i.e. setbacks, height, etc.*):

Section 98-80(e)(2)(a) The portion of all developments abutting rights-of-way shall have a ten foot minimum perimeter buffer width.

2. Describe the variance(s) requested (*e.g. 20' front yard setback, etc.*):

Petitioner is requesting a variance from Section 98-80(e)(2)(a) in order to allow a five (5) foot minimum perimeter buffer width in lieu of ten (10) feet required on the west side of the property, adjacent to N.E. 8th Avenue.

A. DEMONSTRATION OF COMPLIANCE WITH VARIANCE CRITERIA

(Attach additional page(s) if more space is needed)

Section 98-116(f)(2) of the Deerfield Beach Land Development states: *all of the following requirements must be met to secure approval for a variance. The burden of proving that all 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.*

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

- a. That special conditions and circumstances exist which are peculiar to the land, structure, or buildings involved and which are not applicable to other lands, structures in the same zoning district:

- b. That the special conditions and circumstances do not result from the actions of the applicant:

- c. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, buildings, or structures in the same zoning district:

[illegible]

- d. That the literal interpretation of the provisions of this Code would deprive the applicant of the rights commonly enjoyed by other properties in the same zoning district under the terms of this Code and would work unnecessary and undue hardship on the applicant:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

- e. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

- f. That the grant of the variance will be in harmony with the general intent and purpose of this Code, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare:

This image shows a blank sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.



**O'Reilly Auto Parts
Variance Justification**

Meyer Family Investments II Ltd. ("Petitioner") is the owner of the +/- 1.23 acre parcel located at 4091-4119 N. Dixie Hwy, which is generally located on the west side of N. Dixie Highway, approximately five hundred (500) feet south of NE 42nd Street ("Property") in the City of Deerfield Beach ("City"). The Property is designated Commercial on the City's Future Land Use Map and is zoned B3-c. The Property is currently developed with a single story +/- 13,616 square foot multi-tenant commercial building. The existing commercial building was constructed around 1978. Petitioner proposes to renovate the existing building in order to accommodate a new tenant, O'Reilly Auto Parts ("Project"). In order to accommodate the proposed new tenant, Petitioner is proposing certain modifications to the site in order to accommodate additional parking to bring the Property up to current code standards to the extent feasible. New landscaping, pedestrian connections and ADA compliant spaces will also be provided as part of the Project.

The Project will add to the character of this area by adding a new national tenant that will help support revitalize this commercial parcel and attract similar new commercial tenants along the Dixie Highway corridor. It will also expand to the economic base of the City by adding a new national tenant that will create both temporary jobs during the renovation phase and long-term jobs with the added employer that will come to the City as a result of the Project. As the Project seeks to renovate an existing commercial center to attract a new national tenant, the Project must work within the constraints of the existing site. This includes an already limited area on the west side of the existing buildings in order to accommodate the new parking area required to meet code. In addition, the City requires a five (5) foot dedication be made on the west side of the Property, adjacent to NE 8th Avenue. Due to the existing site constraints and additional dedication requirements, the Project is unable to provide the required ten (10) foot perimeter buffer on the west side of the Property. The Project will still exceed the minimum pervious area requirements by providing twenty five percent (25%) pervious area where only fifteen percent (15%) is required, most of which is located at the northern end of the Property. In addition, Petitioner is providing a wall adjacent to the residential community to the west with a five foot (5') landscape buffer that will include a variety of trees that will create a more attractive appearance of the Property from the adjacent community. As such, in order to develop the Project, Petitioner is requesting the following variance:

Variance from Section 98-80(e)(2)(a) to allow a minimum five (5) foot perimeter buffer abutting a right-of-way in lieu of a ten (10) foot perimeter buffer required ("Variance")

In support of the proposed Variance and pursuant to City Code Section 98-116(f)(2), Petitioner will demonstrate that: (a) special conditions and circumstances exist which are peculiar to the land, structure or buildings involved and which are not applicable to other lands, structures or businesses in the same

zoning district; (b) the special conditions and circumstances do not result from the actions of Petitioner; (c) granting the Variance does not confer any special privilege on Petitioner that is denied by the Code to other lands, buildings or structures in the same zoning district; (d) the literal interpretation of the provisions of the Code deprives Petitioner of rights commonly enjoyed by other properties in the same zoning district under the terms of the Code and would work unnecessary and undue hardship on Petitioner; (e) the Variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure; and (f) the grant of the Variance is in harmony with the general intent and purpose of the Code and the Variance is not injurious to the area involved or otherwise detrimental to the public welfare.

(a) Special conditions and circumstances exist which are peculiar to the land, structure or buildings involved and which are not applicable to other lands, structures or businesses in the same zoning district.

Special conditions exist which are peculiar to the land. As noted above, the Property was developed around 1978 and does not comply with current code standards. In addition, as the existing structure takes up much of the Property around the center, there is limited space to add the required parking and landscaping to accommodate the proposed national tenant. Further, the City is requiring an additional five (5) foot dedication on the west side of the Property for NE 8th Avenue. Due to the dedication requirement, on top of an already constrained site, the Project is unable to accommodate the additional five (5) feet for the required perimeter buffer on the west side of the Property. Had the dedication not been required, Petitioner would be able to provide the full ten (10) foot wide buffer in this area. Although Petitioner worked closely with various consultants and members of city staff to determine potential alternatives, the additional five (5) feet is necessary for drive aisles and parking areas in order to provide for safe vehicular maneuvers throughout the site. The Project will still exceed the minimum pervious area requirements by providing twenty five percent (25%) pervious area where only fifteen percent (15%) is required, most of which is located at the northern end of the Property. In addition, Petitioner is providing a wall adjacent to the residential community to the west, with a five foot (5') landscape buffer that will include a variety of trees to create a more attractive appearance of the Property from the adjacent community. In total, eighteen (18) new trees will be provided along the western perimeter of the Property, where only two (2) trees exist today. In addition, attractive shrubs will also be provided to enhance the appearance of this buffer. The addition of this new landscaping will significantly enhance the appearance of the Property from the adjacent residential community. As such, there are special conditions and circumstances that are peculiar to the Property. Despite these existing site constraints that limit the ability to provide the necessary buffer, Petitioner is proposing to make significant enhancements to the western buffer that will result in a more attractive appearance of the Property.

(b) The special conditions and circumstances do not result from the actions of Petitioner.

The significant size constraints attributable to the Property do not result from the actions of Petitioner. As noted above, the Property was developed in 1978, about twenty one (21) years before Petitioner purchased the Property. In addition, the City is requesting an additional five (5) foot dedication along the western boundary of the Property for NE 8th Avenue. Had this dedication not been required, Petitioner would be able to accommodate the additional five (5) feet to meet the City's Code requirements. At this

time, Petitioner is proposing to bring a national tenant to this commercial building in order to help support its longevity and provide additional services for residents and business owners within the City. In order to do so, Petitioner is required to bring the Property up to the City's Code to the extent possible, including providing for new parking areas, landscaping, and drainage areas. Petitioner has been working closely with City staff to make the necessary improvements to the greatest extent possible. Unfortunately, due to the existing site constraints and dedication required by the City, the Project is unable to accommodate the full buffer along the western boundary of the site. As such, the special conditions do not result from the actions of Petitioner.

(c) Granting the Variance does not confer any special privilege on Petitioner that is denied by the Code to other lands, buildings or structures in the same zoning district.

Granting the Variance does not confer any special privilege on Petitioner that is denied by the Code to other lands in the same zoning district. As previously noted, the purpose and intent of this district is to apply to those areas identified by the land use element of the comprehensive plan as commercial where the existing lot pattern or development pattern makes an industrial district inappropriate. The Property has been developed with the existing commercial center for over forty (40) years. At this time, Petitioner is required to make certain site plan changes in order to bring the Property up to code standards to the extent possible in order to attract a national tenant that will ensure the continued success of this commercial center for years to come. As noted above, the City is requesting an additional five (5) foot dedication along the western boundary of the Property for NE 8th Avenue. Had this dedication not been required, Petitioner would be able to accommodate the additional five (5) feet to meet the City's Code requirements. In addition, Petitioner is required to bring the Property into compliance with today's Code to the extent possible and provide for additional parking, drive aisles and drainage areas in an already constrained site. Because of these site constraints and additional dedication requirements, granting the variance does not confer any special privilege on Petitioner that is denied by the Code to other lands, buildings or structures in the zoning district. Despite these constraints, the Project will still exceed the minimum pervious area requirements by providing twenty five percent (25%) pervious area where only fifteen percent (15%) is required, most of which is located at the northern end of the Property. In addition, Petitioner is providing a wall adjacent to the residential community to the west, with a five foot (5') landscape buffer that will include a variety of trees to create a more attractive appearance of the Property from the adjacent community. In total, eighteen (18) new trees will be provided along the western perimeter of the Property, where only two (2) trees exist today. In addition, attractive shrubs will also be provided to enhance the appearance of this buffer. The addition of this new landscaping will significantly enhance the appearance of the Property from the adjacent residential community.

(d) The literal interpretation of the provisions of the Code deprives Petitioner of rights commonly enjoyed by other properties in the same zoning district under the terms of the Code and would work unnecessary and undue hardship on Petitioner.

Literal interpretation of Section 98-80(e)(2)(a) would deprive Petitioner of rights commonly enjoyed by other parcels in the same zoning district and would work unnecessary and undue hardship on Petitioner. As previously noted, the Property has been developed with the existing commercial center for over forty

(40) years. At this time, Petitioner is required to make certain site plan changes in order to bring the Property up to code standards to the extent possible in order to attract a national tenant that will ensure the continued success of this commercial center for years to come. As noted above, the City is requesting an additional five (5) foot dedication along the western boundary of the Property for NE 8th Avenue. Had this dedication not been required, Petitioner would be able to accommodate the additional five (5) feet to meet the City's Code requirements. In addition, Petitioner is required to bring the Property into compliance with today's Code to the extent possible and provide for additional parking, drive aisles and drainage areas in an already constrained site. The Project will still exceed the minimum pervious area requirements by providing twenty five percent (25%) pervious area where only fifteen percent (15%) is required, most of which is located at the northern end of the Property. In addition, Petitioner is providing a wall adjacent to the residential community to the west, with a five foot (5') landscape buffer that will include a variety of trees to create a more attractive appearance of the Property from the adjacent community. In total, eighteen (18) new trees will be provided along the western perimeter of the Property, where only two (2) trees exist today. In addition, attractive shrubs will also be provided to enhance the appearance of this buffer. The addition of this new landscaping will significantly enhance the appearance of the Property from the adjacent residential community. As most other parcels in this zoning district do not have these same constraints that are attributable to the Property, the literal interpretation of the Code would deprive Petitioner of rights commonly enjoyed by other parcels and would create an undue hardship on Petitioner.

(e) The variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.

The Variance is the minimum variance that will make possible the reasonable use of the land. As previously noted, the Petitioner is requesting a variance to allow for a five (5) foot perimeter buffer in lieu of the ten (10) foot buffer required by the City's code along the western boundary of the Property. Petitioner is also required to provide a five (5) foot dedication in this area for the NE 8th Avenue right-of-way. Had this dedication not been required, the full width of the buffer could be accommodated. Although Petitioner worked closely with various consultants and members of city staff to determine potential alternatives, the additional five (5) feet is necessary for drive aisles and parking areas in order to provide for safe vehicular maneuvers throughout the site. The Project will still exceed the minimum pervious area requirements by providing twenty five percent (25%) pervious area where only fifteen percent (15%) is required, most of which is located at the northern end of the Property. Although Petitioner is seeking to provide a reduced five (5) foot buffer, Petitioner is providing landscaping that will ultimately enhance the appearance of the Property from the adjacent residential community. More specifically, Petitioner is providing a wall adjacent to the residential community to the west, with a five foot (5') landscape buffer that will include a variety of trees to create a more attractive appearance of the Property from the adjacent community. In total, eighteen (18) new trees will be provided along the western perimeter of the Property, where only two (2) trees exist today. Overall, Petitioner is providing a total of seventy eight (78) trees, where only six (6) exist on the Property today. In addition, attractive shrubs will also be provided to enhance the appearance of this buffer. The addition of this new landscaping will significantly enhance the appearance of the Property from the adjacent residential community. As such, this is the minimum variance that will make possible the reasonable use of the land.

(f) The grant of the variance is in harmony with the general intent and purpose of the Code and the Variance is not injurious to the area involved or otherwise detrimental to the public welfare.

Granting the Variance is in harmony with the general intent and purpose of the Code. The intent of the landscape buffer required is to ensure there is adequate green space and landscape materials to enhance the appearance of a given parcel. The variance is in harmony with the general intent and purpose of the Code, as the Project will actually exceed the overall pervious area and number of trees required on the Property. More specifically, the Project will exceed the minimum pervious area requirements by providing twenty five percent (25%) pervious area where only fifteen percent (15%) is required, most of which is located at the northern end of the Property. Although Petitioner is seeking to provide a reduced five (5) foot buffer, Petitioner is providing landscaping that will ultimately enhance the appearance of the Property from the adjacent residential community. Petitioner is providing a wall adjacent to the residential community to the west to protect the residential community from the commercial use, with a five foot (5') landscape buffer that will include a variety of trees to create a more attractive appearance of the Property from the adjacent community. In total, eighteen (18) new trees will be provided along the western perimeter of the Property, where only two (2) trees exist today. Overall, Petitioner is providing a total of seventy eight (78) trees, where only six (6) exist on the Property today. In addition, attractive shrubs will also be provided to enhance the appearance of this buffer. The variance will also allow for sufficient space to provide necessary ADA accessibility, safe vehicular circulation in the parking areas, and similar elements to ensure the safety of customers to the Project. As such, the Variance is not injurious to the area or otherwise detrimental to the public welfare.









DRC SUBMISSION
4091-4119 NORTH DIXIE HIGHWAY
DEERFIELD BEACH. FLORIDA. 33064
FOLIO NUMBER
4842 1324 0020

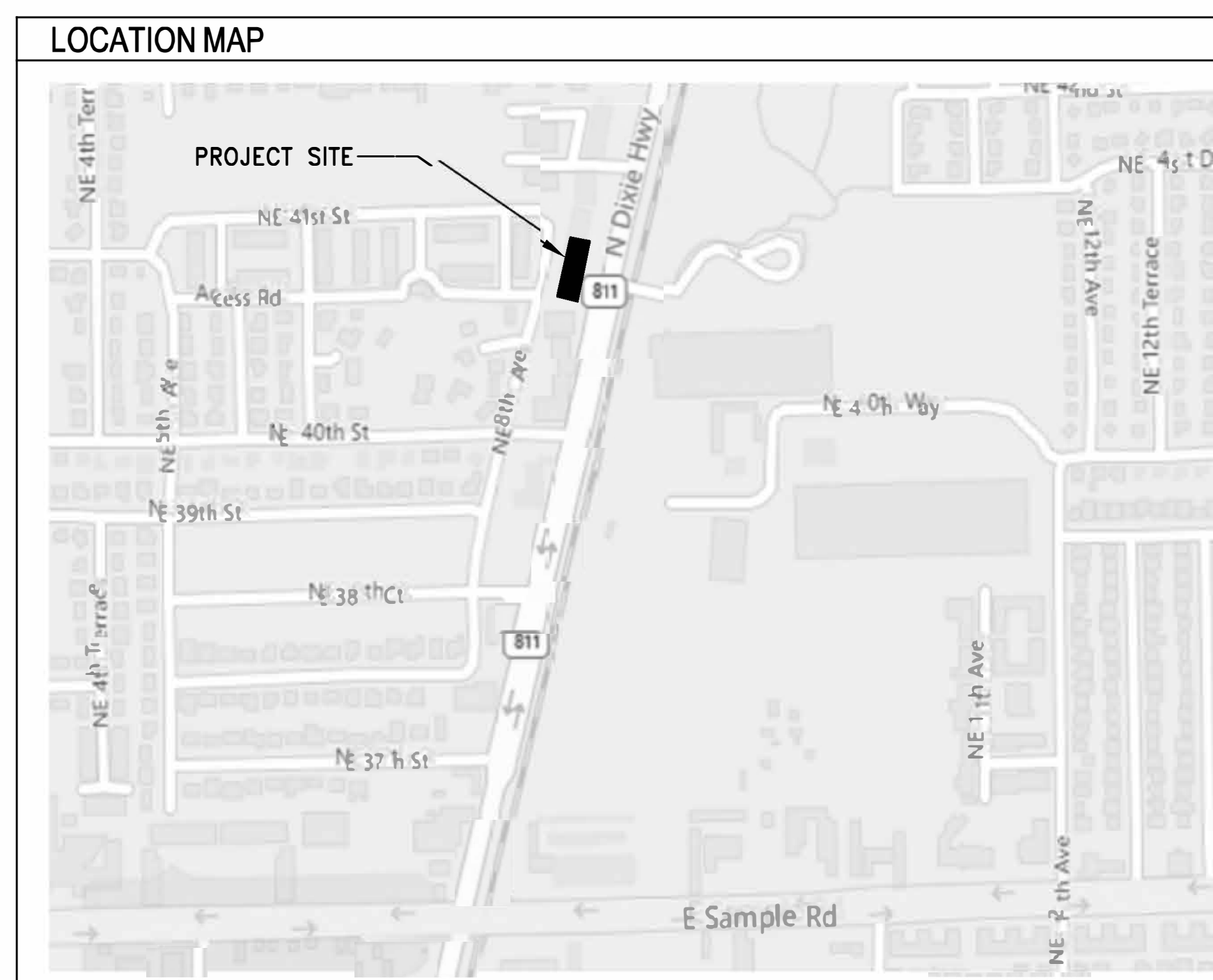
ARCHITECT
LEO SALOMON
10641 NW 17th COURT
PLANTATION, FLORIDA 33322
AR 0017752
954-232-7328

CIVIL ENGINEER
ELKIN DIAZ, P.E.
10812 LA SALINAS CIRCLE
BOCA RATON, FLORIDA 33428
PE. 63825
elkindiazpe@gmail.com,

LANDSCAPE ARCHITECT
THOMAS WHITE
2600 NE 27th AVENUE
FT. LAUDERDALE, FLORIDA 33306
tcawhite@bellsouth.net
954-253-2265

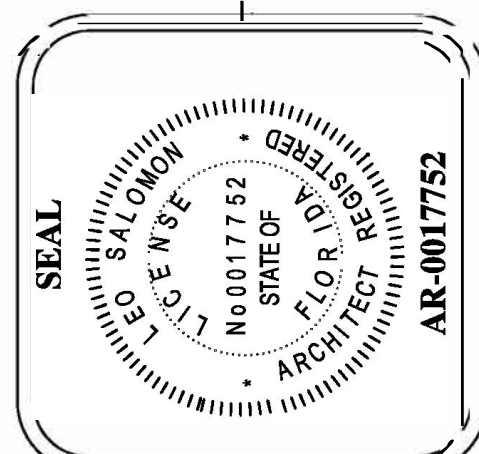
PHOTOMETRIC PLAN
BUCHANAN P.E CONSULTING. ING.
6191 WEST ATLATIC BLVD.
MARGATE, FLORIDA 33363
Buchanan@mepengineers.com
954-253-2265

PROPERTY OWNER
MEYER FAMILY
INVESTMENTS II LTD
PO BOX 262 BOCA RATON FL 33429
305-527-4011



SCOPE OF WORK		
THE SCOPE OF WORK WILL CONSIST OF INTERIOR ALTERATIONS FOR THE O'RELLY OUTO PART STORE, (+/- 8,808 SQUARE FEET) AS WELL AS PROVIDING NEW PARKING AREA IN THE WEST SIDE OF EXISTING BUILDING WITH (8) NEW PARKING SPACES IN THE REAR , PLUS LOADING AREA AT FRONT, LANDSCAPE, NEW DUMPSTER ENCLOSURE AND WATER RETANTION AREA		
LEGEND DESCRIPTION		
LOT 2,3 AND 4 BLOCK 1 OF DIXIE 41 SUB.), ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 92, PAGE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH PARCEL "A", OF "LEE W. SCHOOLER VILLAGE", ACCORDING TO THE PLAT THERE OF AS RECORDED IN PLAT BOOK 81, PAGE 8 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.		
BUILDING DATA:		
LOAD DESIGN	ASCE 7-10	
ALTERATION LEVEL	LEVEL 2	PREScriptive
OCCUPANCY GROUP:	M (MERCANTILE)	
TYPE OF CONSTRUCTION	V-B (NOT SPRINKLRED)	
BUILDING HEIGHT	15'-5" (TOP OF PARAPET)	
FEMA FLOOD DESIGNATION:		
	FLOOD ZONE: X	
	NAVD 88 ELEVATION: N/A	
	FLOOD PANEL: 12011C0186H	
EXISTING BUILDING FIN. FL. ELEV.	7.45' NAVD 88	
TYPE APPLICABLE CODES		
ACCESSIBILITY	FLORIDA BUILDING CODE 6th EDITION (2017)	
BUILDING	FLORIDA BUILDING CODE 6th EDITION (2017)	
ENERGY CONSERVATION	FLORIDA BUILDING CODE 6th EDITION (2017)	
MECHANICAL	FLORIDA BUILDING CODE 6th EDITION (2017)	
PLUMBING	FLORIDA BUILDING CODE 6th EDITION (2017)	
MECHANICAL	FLORIDA BUILDING CODE 6th EDITION (2017)	
EXISTING BUILDINGS	FLORIDA BUILDING CODE 6th EDITION (2017)	
INDEX TO DRAWINGS		
SHEET #	COVER SHEET	
	SURVEY	
A-1	SITE PLAN	
A-2	SITE PLAN DETAILS	
A.-2.1	SITE PLAN DETAILS	
A.-2.2	EXISTING PARKING SPACES DETAILS AND TRUCK TURNING RADIUS	
A-3	ELEVATIONS	
A-4	FLOOR PLAN	
	LANDSCAPE PLAN	
L-1	IRRIGATION PLAN	
L-2		
PH-1	PHOTOMETRIC PLAN	
PH-2	PHOTOMETRIC OF LAYOUT FOR EACH PROPOSED LIGHT FIXTURE AND LIGHT POLE	

The drawings and specifications contained herein are the property of Lee Salomon and constitute the property of Lee Salomon and no use or reuse thereof without the express written consent of Lee Salomon is specifically prohibited. Copyright © _____ Lee Salomon. Written dimensions or drawings shall have precedence over section dimensions or notes. The user is responsible for all dimensions and conditions on the job. Lee Salomon must be notified of any variations from dimensions shown by these drawings. Where required, shop details and drawings must be submitted to this office for review before proceeding with fabrication of any work.

[illegible]

ARCHITECT
LEO SALOMON
10641 NW 17th COURT
PLANTATION, FLORIDA 33322
AR 0017752

Project Title :
**DRG SUBMISSION FOR
 INTERIOR REMODEL AND
 WEST SIDE PARKING LOT FOR
 O'REILLY AUTO PART STORE**
**4091 - 4119 NORTH DIXIE HIGHWAY
 DEERFIELD BEACH, FLORIDA, 33064**

ACAD DWG. Drawn By:
JUAN C. GARCIA

PHONE #
954 232-7328

6 Southeast Nine Avenue
Fort Lauderdale,
Florida 33301

CHKD: L.S
DATE: 4/28/2021

SCALE: AS NOTED
PROJECT NO. : 2019-6

SKETCH OF SURVEY

RESTRICTIONS/EASEMENTS:

- 1. BOUNDARY LINES ESTABLISHED BY, EASEMENTS SHOWN ON AND ALL OTHER MATTERS APPEARING IN THE PLAT OF LEE W. SCHOOLER VILLAGE RECORDED IN PLAT BOOK 81, PAGE 8, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (AS TO PARCEL 1) (AFFECTS/PLOTTED)
- 2. BOUNDARY LINES ESTABLISHED BY, EASEMENTS SHOWN ON AND ALL OTHER MATTERS APPEARING IN THE PLAT OF DIXIE 41 SUB, RECORDED IN PLAT BOOK 92, PAGE 10, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (AS TO PARCELS 2 AND 3) (AFFECTS/PLOTTED)
- 3. WATER AND SEWER FRANCHISE RECORDED IN O.R. BOOK 1895, PAGE 345, AND CERTIFICATES RECORDED IN O.R. BOOK 2553, PAGE 101 AND O.R. BOOK 2553, PAGE 113; AND THE ASSIGNMENT RECORDED IN O.R. BOOK 2593, PAGE 572, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (AFFECTS/NOT PLOTTABLE)
- 4. RESOLUTION RECORDED IN O.R. BOOK 3843, PAGE 406, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (AFFECTS/NOT PLOTTABLE)
- 5. EASEMENT CONTAINED IN THE INSTRUMENT RECORDED NOVEMBER 29, 1973 IN O.R. BOOK 5541, PAGE 493; AS CORRECTED BY THE CORRECTIVE EASEMENT RECORDED IN O.R. BOOK 5645, PAGE 241, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (AFFECTS/PLOTTED)
- 6. DEVELOPER'S AGREEMENT RECORDED IN O.R. BOOK 7623, PAGE 461, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (AFFECTS/NOT PLOTTABLE)
- 7. EASEMENT CONTAINED IN THE INSTRUMENT RECORDED NOVEMBER 29, 1973 IN O.R. BOOK 5541, PAGE 493; AS CORRECTED FEBRUARY 19, 1974 IN O.R. BOOK 5645, PAGE 241, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (AFFECTS/PLOTTED)
- 8. DEVELOPER'S AGREEMENT RECORDED OCTOBER 26, 1973 IN O.R. BOOK 5501, PAGE 699, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (AFFECTS/NOT PLOTTABLE)
- 9. RESOLUTION RECORDED JANUARY 4, 1977 IN O.R. BOOK 6858, PAGE 473, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (DOES NOT AFFECT/NOT PLOTTABLE)
- 10. DEVELOPER'S AGREEMENT RECORDED OCTOBER 6, 1987 IN O.R. BOOK 14854, PAGE 836, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (DOES NOT AFFECT/NOT PLOTTABLE)
- 11. MEMORANDUM OF LEASE TO MEYER FAMILY INVESTMENTS II LTD, A FLORIDA LIMITED PARTNERSHIP TO , RECORDED MAY 31, 2019, UNDER , PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (AS TO PARCELS 2 AND 3) (NO DOCUMENT NUMBER PROVIDED)

LEGEND:

- CKD CHECKED BY
- CONC CONCRETE
- DWN DRAWN BY
- FB/PG FIELD BOOK AND PAGE
- SIR SET IRON ROD & CAP #6448
- SNC SET NAIL AND CAP #6448
- B.C.R. BROWARD COUNTY RECORDS
- WPP WOOD POWER POLE
- X- CHAIN LINK/ WOOD FENCE
- E- OVERHEAD UTILITY WIRES
- A/C AIR CONDITIONER
- P.S.E. PLANTING SCREEN EASEMENT
- TSB TRAFFIC SIGNAL BOX
- ELEV ELEVATION
- EAS EASEMENT
- FIR FOUND IRON ROD
- FIP FOUND IRON PIPE
- FNC FOUND NAIL AND CAP
- FND FOUND NAIL & DISC
- P.B. PLAT BOOK
- (H) HANDICAP PARKING
- NON-VEHICULAR ACCESS

NOTES:

- 1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 2. THIS SURVEY WAS DONE SOLELY FOR BOUNDARY PURPOSES AND DOES NOT DEPICT THE JURISDICTION OF ANY MUNICIPAL, STATE, FEDERAL OR OTHER ENTITIES.
- 3. THE LAND DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT.
- 4. UNDERGROUND IMPROVEMENTS NOT SHOWN.
- 5. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAV88).
- 6. BENCHMARK REFERENCE: BROWARD COUNTY BENCHMARK # 1251 ELEVATION=19.83' (NAV88)
- 7. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF "DIXIE 41 SUB.", P.B. 92, PG. 10, B.C.R. SAID LINE BEARS S90°00'00"W.
- 8. THE PROPERTY DESCRIBED HEREON (THE "PROPERTY") IS THE SAME AS THE PROPERTY DESCRIBED IN TITLE SEARCH REPORT ISSUED BY ATTORNEYS' TITLE FUND SERVICES, LLC, FUND FILE NUMBER: 877552 EFFECTIVE DATE OF APPROVED BASE TITLE INFORMATION: JULY 2, 1999 EFFECTIVE DATE OF SEARCH: APRIL 23, 2020 AT 11:00 PM AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE SEARCH REPORT OR APPARENT FROM A PHYSICAL INSPECTION OF THE PROPERTY OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE PROPERTY.

LAND DESCRIPTION:

PARCEL 1:
PARCEL "A", OF "LEE W. SCHOOLER VILLAGE", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 81, PAGE 8 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL 2:
LOT 4 OF "DIXIE 41 SUB.", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 92, PAGE 10 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL 3:
LOTS 2 AND 3 OF "DIXIE 41 SUB.", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 92, PAGE 10 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

FLOOD ZONE INFORMATION			
COMMUNITY NUMBER	125093		
PANEL NUMBER	0186H		
ZONE	X		
BASE FLOOD ELEVATION	N/A		
EFFECTIVE DATE	08/18/14		

FOR THE FIRM, BY:

Richard E. Cousins

SURVEY DATE : 11/12/20

RICHARD E. COUSINS
FLORIDA REGISTRATION NO. 4188
PROFESSIONAL SURVEYOR AND MAPPER

COUSINS SURVEYORS & ASSOCIATES, INC.
3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION : LB # 6448
PHONE (954) 689-7766 FAX (954) 689-7799
EMAIL: OFFICE@CSASURVEY.NET

CLIENT :
MEYER FAMILY
INVESTMENTS II LTD

4091-4119 N DIXIE HIGHWAY
DEERFIELD BEACH, FL 33064

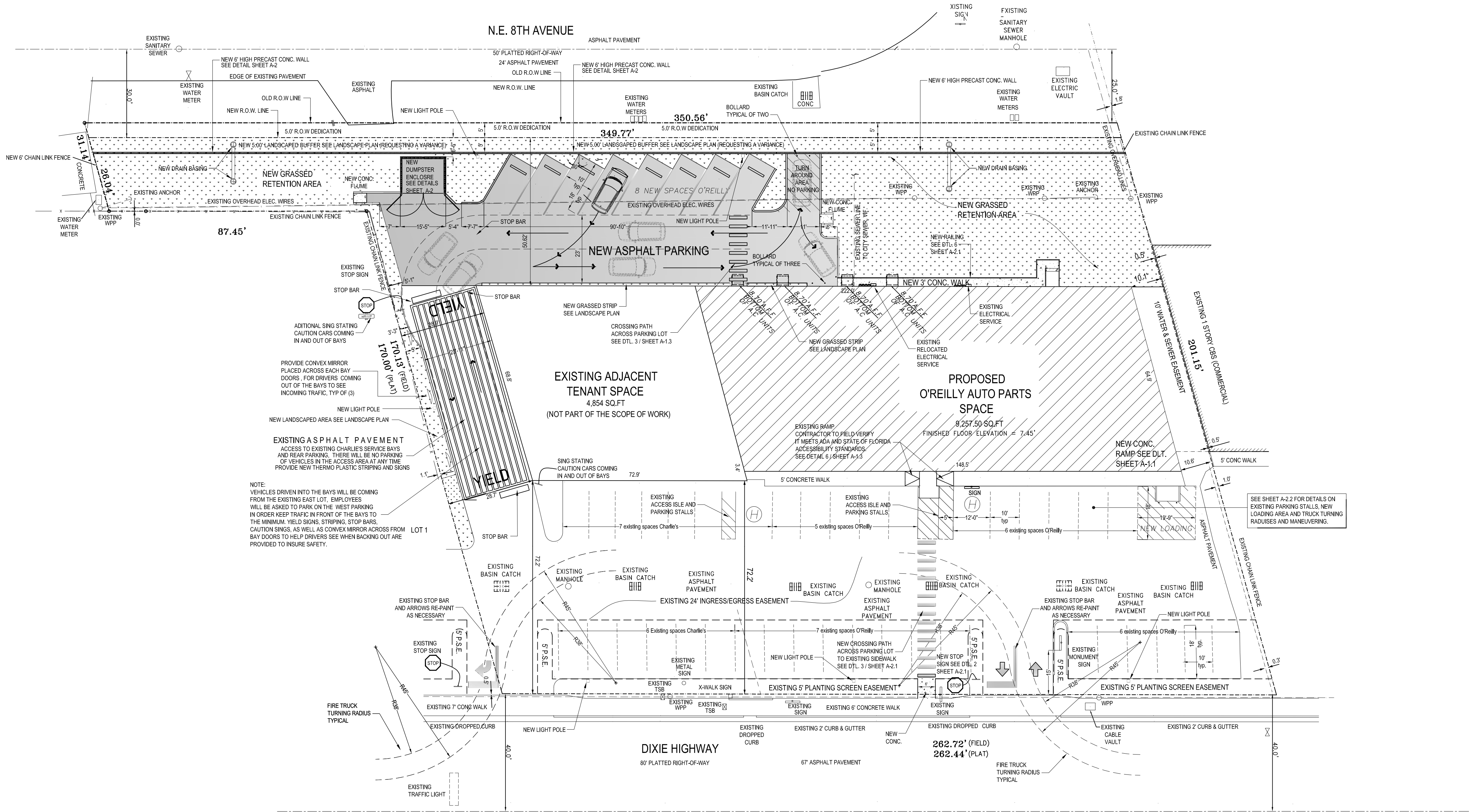
REVISIONS				
BOUNDARY AND IMPROVEMENTS SURVEY	05/07/99	SKETCH	REC	REC
ADDED CERTIFIED TO:	05/13/99	SKETCH	REC	REC
UPDATE SURVEY	04/22/17	SKETCH	AM	REC
UPDATE SURVEY	01/24/19	SKETCH	JD	REC
UPDATE SURVEY / ADD ELEVATIONS	10/11/19	SKETCH	JD	REC
ADDITIONAL TOPOGRAPHIC INFORMATION	10/23/19	SKETCH	JD	REC

REVISIONS				
ADDITIONAL TOPOGRAPHIC INFORMATION	DATE	FB/PG	DWN	CKD
REVISED PER TITLE SEARCH REPORT AND COMMENTS	07/10/20	SKETCH	AM	REC
UPDATE SURVEY	11/12/20	SKETCH	AC	REC

PROJECT NUMBER : 2792-99

SCALE : 1" = 20'

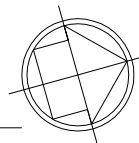
SHEET
1
OF
1
SHEET



SITE DATA		EXISTING	REQUIRED	PROPOSED
LOT AREA		53,575.00 S. F.	6,000.00 S. F. MIN.	51,642.00 S. F.
NET ACREAGE		53,575.00 SQ. FT. / 1.23 ACRES	-	51,642.00 SQ. FT. / 1.19 ACRES
GROSS ACREAGE		72,845.00 SQ. FT. / 1.67 ACRES	-	70,216.73 SQ. FT. / 1.61 ACRES
LOT COVERAGE		14,111.5 S.F. / 53,575 S.F. = .26	0.35 MAX.	14,111.5 S.F. / 51,642 S.F. = .27
F.A.R. RATIO		14,111.5 S.F. / 53,575 S.F. = .26	0.80 MAX.	14,111.5 S.F. / 51,642 S.F. = .27
TOTAL LAND SCAPE AREA/ (PERVIOUS)		18,199.5 S.F. = 34%	0.15 MIN.	11,713.84 S.F. = 22.68%
TOTAL IMPERVIOUS AREA/		35,375.50 S. F.	-	39,928.16 S. F.
PROPOSED O'REILLY AUTO PART - INTERIOR (MERCANTILE)		9,257.50 S. F.	1,000.00 S. F. MIN.	9,257.50 S. F.
EXISTING ADJACENT CHARLIE'S AUTO GLASS SPACE (S-1 CAR REPAIR)		4,854.00 S. F.	1,000.00 S. F. MIN.	4,854.00 S. F.
TOTAL BUILDING SQUARE FOOTAGE (EXISTING)		14,111.50 S. F.	1,000.00 S. F. MIN.	14,111.50 S. F.
MAXIMUM BUILDING HEIGHT		17.00 FT.	35.00 FT. MAX.	17.00 FT.
PARKING SPACES				
O'REILLY PARKING CALCILATIONS		23 REGULAR SPACES + 1 HC = 24	31 SPACES	24 EXIST. SPACES + 8 NEW SPACES = 32
CHARLIE'S PARKING CALCULATIONS		12 REGULAR SPACES + 1 HC = 13	13 SPACES	13 EXISTING SPACES AS PREVIOUSLY APPROVED PARKING COUNT (NO CHANGE)
TOLAT PARKING SPACES				32 + 13 = 45 SPACES
ZONING DESIGNATION		B-3c	B-3c	B-3c
SETBACKS				
FRONT (EAST)	ADJACENT TO A NON RESIDENTIALLY ZONED SITE (I-1) SEPARATED BY A STREET AND RAIL ROAD THACKS	72.2'	10.00'	72.2' NO CHANGE
SIDE (SOUTH)	ADJACENT TO A COMMERCIAL ZONED SITE (B-3c)	28.7'	0.00'	28.7' NO CHANGE
SIDE (NORTH)	ADJACENT TO A COMMERCIAL ZONED SITE (B-3c)	10.1'	0.00'	10.1' NO CHANGE
REAR (WEST)	ADJACENT TO A RESIDENTIALLY ZONED SITE (RM-25) SEPARATED BY A DEDICATED STREET	55.62'	10.00'	50.62'
DUMPSTER SETBACK		N/A	5-00'	6.50'
WEST LANDSCAPE BUFFER		N/A	10.00'	5.00' REQUESTING A VARIANCE

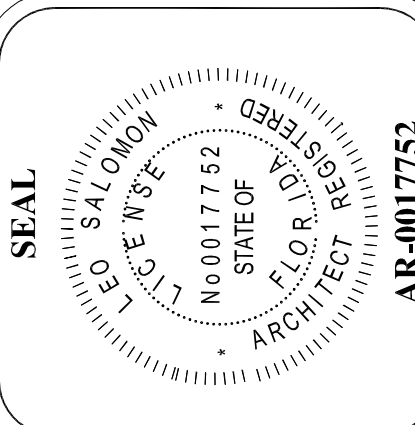
SITE PLAN

SCALE: 1" = 20'-0"



The drawings and specifications contained herein are instruments of service only and constitute the property of Leo Salomon and the express written consent of Leo Salomon is specifically prohibited. Copyright © 2017 Leo Salomon. All rights reserved. No part of this drawing may be reproduced or transmitted in any form or by any means electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Leo Salomon. The contractor shall verify and shall be responsible for all dimensions and conditions on the job. Any variations from dimensions and conditions shown by these drawings. Where required, shop details and drawings must be submitted to the office for review before proceeding with fabrication of any work.

REVISION	
NO.	DESCRIPTION



ARCHITECT
LEO SALOMON
10641 NW 17th COURT
PLANTATION, FLORIDA 33322
AR 0017752

Project Title :
DRC SUBMISSION FOR
INTERIOR RE-MODEL AND
WEST SIDE PARKING LOT FOR
O'REILLY AUTO PART STORE
4091 - 4119 NORTH DIXIE HIGHWAY
DEERFIELD BEACH, FLORIDA. 33064

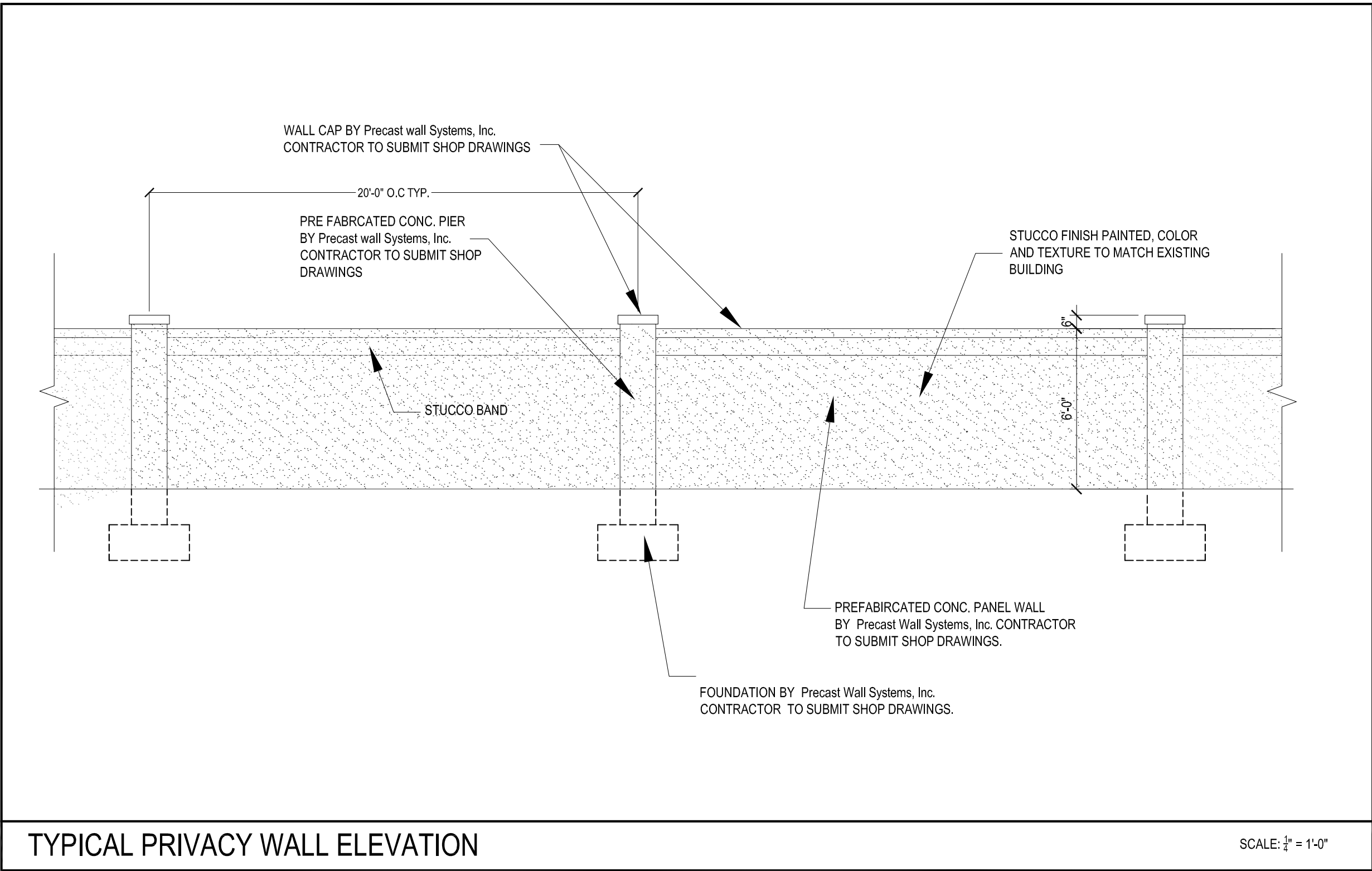
ACAD DWG. Drawn By:
JUAN C. GARCIA
PHONE #
954 232-7328
6 Southeast Nine Avenue
Fort Lauderdale,
Florida 33301

CHKD: L.S.
DATE: 4/ 28 / 2021

SCALE: AS NOTED
PROJECT NO. : 2019-6

SHEET
A-1

OF
6



TYPICAL PRIVACY WALL ELEVATION

SCALE: $\frac{1}{4}" = 1'-0"$

CHAIN LINK FENCES

SECTION 2224 HIGH-VELOCITY HURRICANE ZONES – CHAIN LINK FENCES

ATTENTION APPLICANT: For Fence used as a pool barrier the following apply: Maximum mesh size for chain link fences shall be a 2 ¼ inch square (57 mm) unless the fence is provided with slats fastened at the top or bottom which reduce the openings to no more than 1 ¾ inches (44 mm). FBC 454.2.17.1.6 and FBCR 4501.17.1.6.

TABLE 2224 CHAIN LINK FENCE MINIMUM REQUIREMENTS

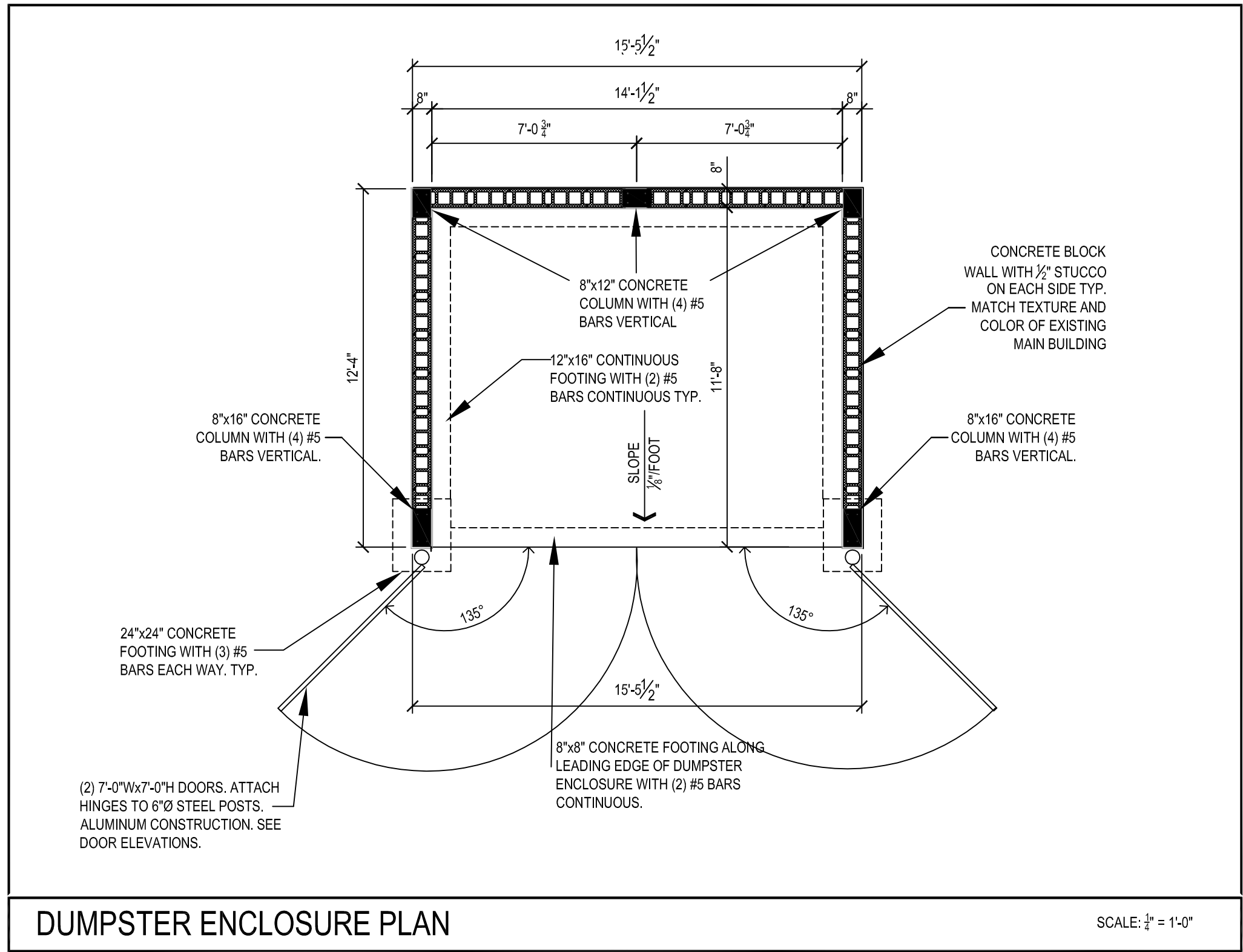
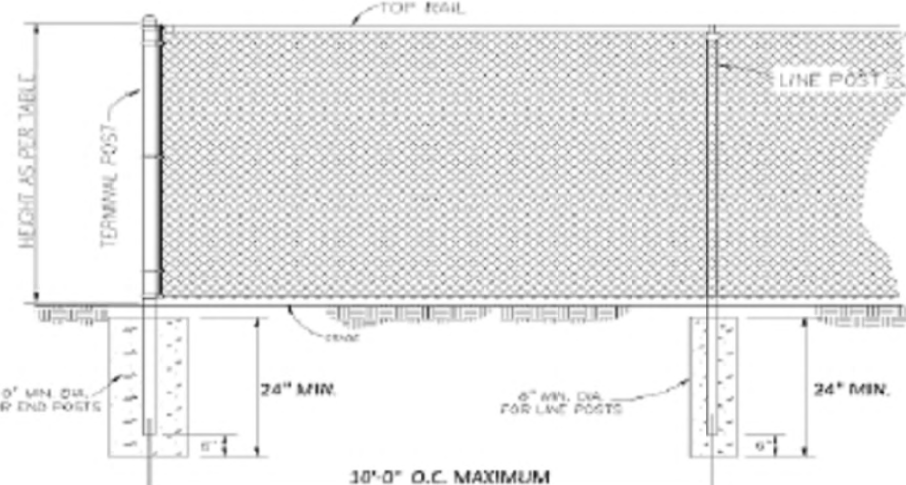
TABLE 2224 CHAIN LINK FENCE MINIMUM REQUIREMENTS

Fence Height (ft)	Terminal Post Dimensions (in inches) (o.d. x wall thickness)	Line Post Dimensions (o.d. x wall thickness)	Terminal Post Concrete Foundation Size (diameter x depth) (in inches)	Line Post Concrete Foundation Size (diameter x depth) (in inches)
Up to 4	2 3/8 x 0.042	1 5/8 x 0.047	10 x 24	8 x 24
Over 4 to 5	2 3/8 x 0.042	1 7/8 x 0.055	10 x 24	8 x 24
Over 5 to 6	2 3/8 x 0.042	1 7/8 x 0.065	10 x 24	8 x 24
Over 6 to 8	2 3/8 x 0.110	2 3/8 x 0.095	10 x 36	10 x 36
Over 8 to 10	2 7/8 x 0.110	2 3/8 x 0.130	12 x 40	10 x 40
Over 10 to 12	2 7/8 x 0.160	2 7/8 x 0.120	12 x 42	12 x 42

FOR 1/2" - 25.4 mm. (*) As per City of Parkland Municipal Code Sec. 15-6020 for residential fence. ==> maximum height = 6'-0"

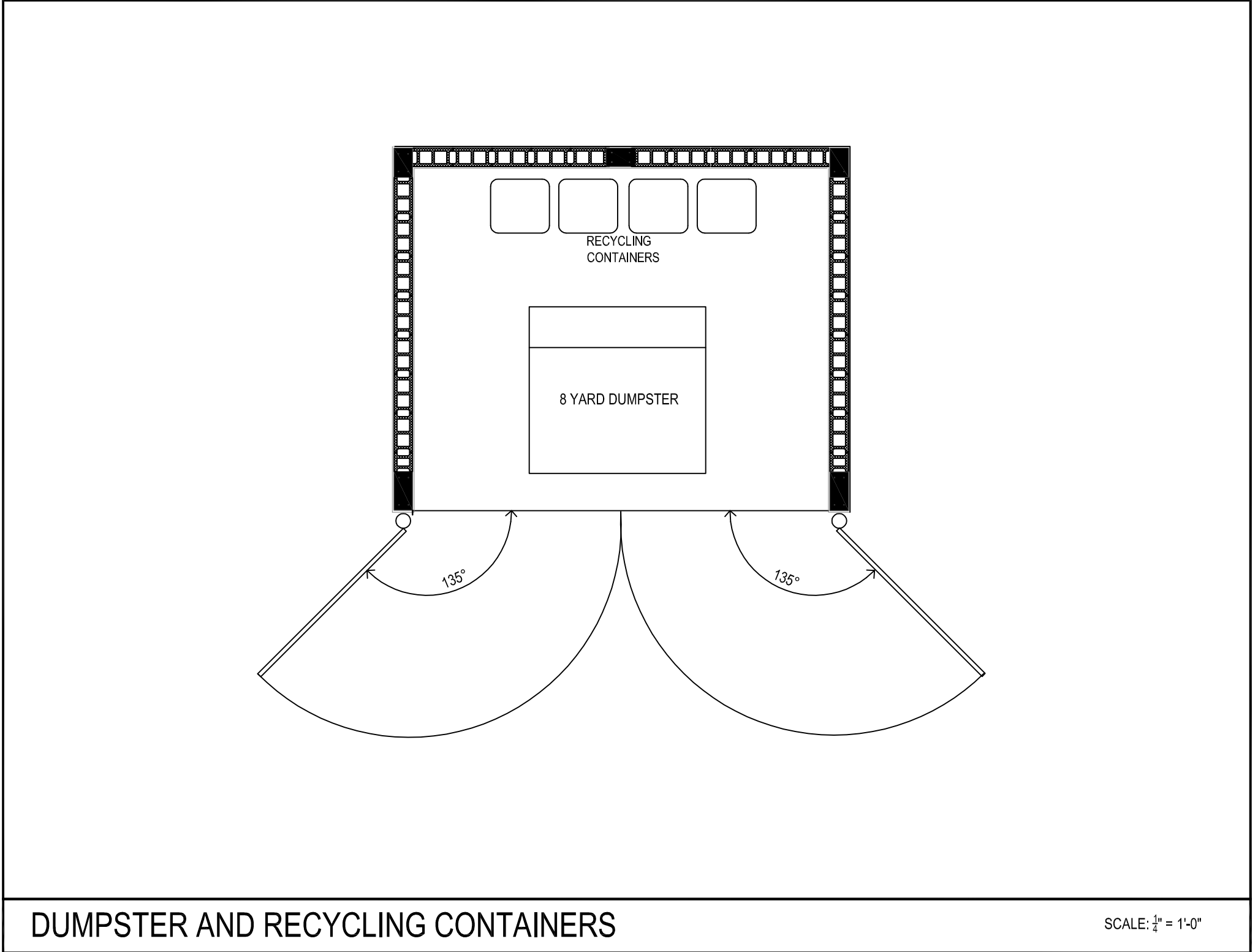
NOTES:

- This table is applicable only to fences with unrestricted airflow.
- Fabric: 12 ½-gauge minimum.
- Tension bands: Use one less than the height of the fence in feet evenly spaced.
- Fabric ties: Must be minimum the same gauge of the fabric.
- Fabric tie spacing on the top rail: Five ties between posts, evenly spaced.
- Fabric tie spacing on line posts: One less than height of the fence in feet, evenly spaced.
- Either top rail or top tension wire shall be used.
- Braces must be used at terminal posts if top tension wire is used instead of top rail.
- Post spacing: 10 foot (3 m) on center maximum.
- Posts shall be embedded to within 6 inches (152 mm) from the bottom of the foundation.
- In order to follow the contour of the land, the bottom of the fence may clear the contour of the ground by up to 5 inches (127 mm) without increasing table values to the next higher limit.



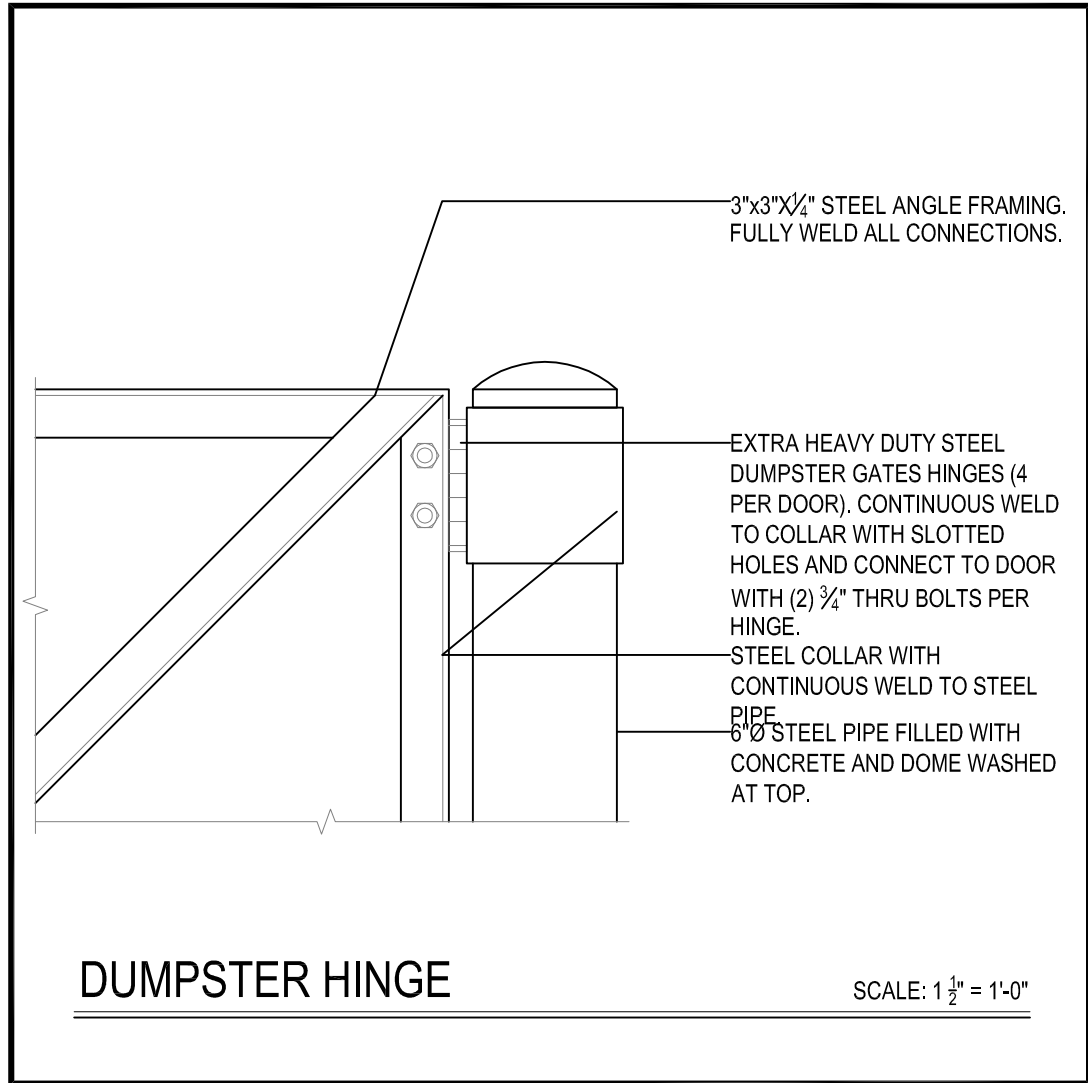
DUMPSTER ENCLOSURE PLAN

SCALE: $\frac{1}{4}" = 1'-0"$



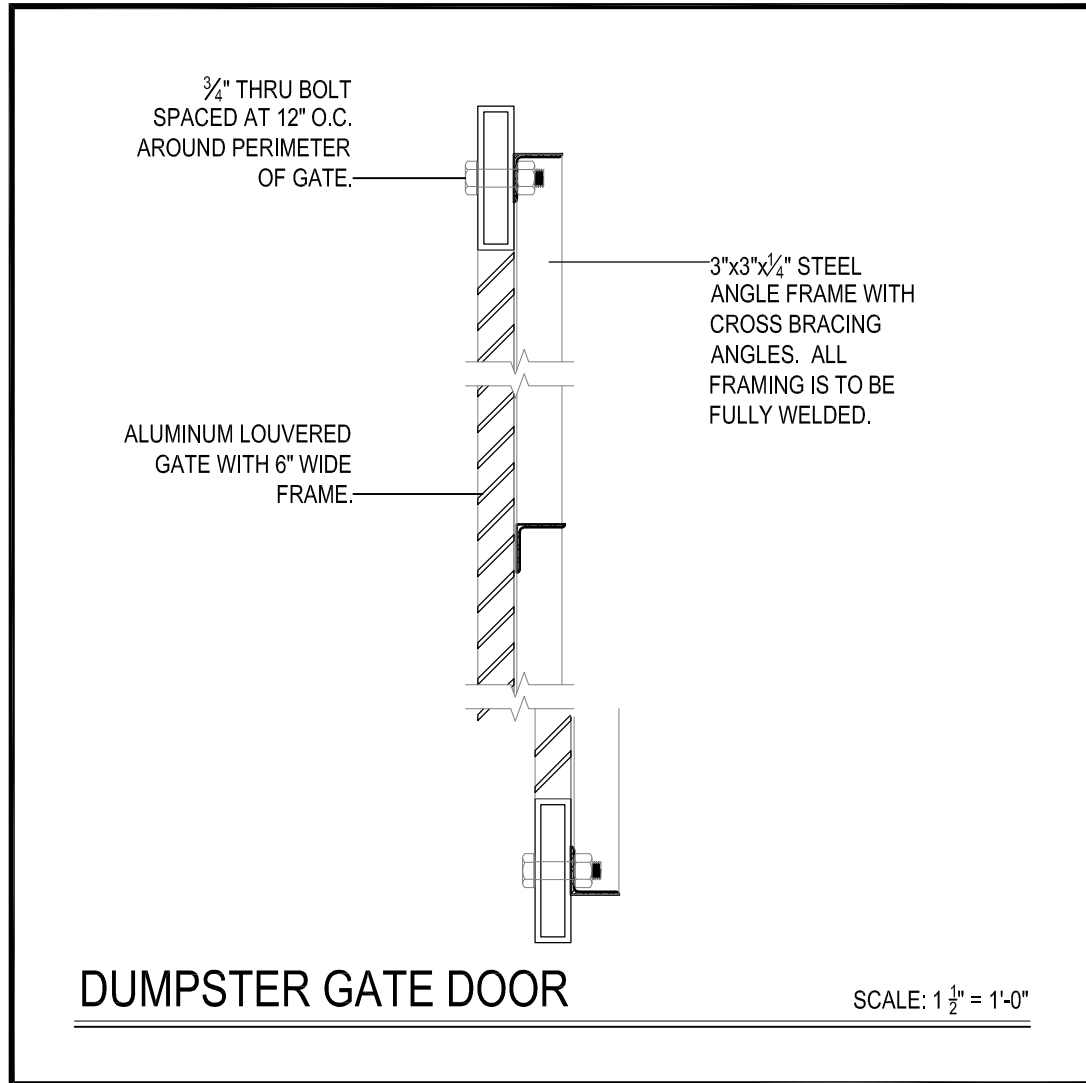
DUMPSTER AND RECYCLING CONTAINERS

SCALE: $\frac{1}{4}" = 1'-0"$



DUMPSTER HINGE

SCALE: $1 \frac{1}{2}" = 1'-0"$

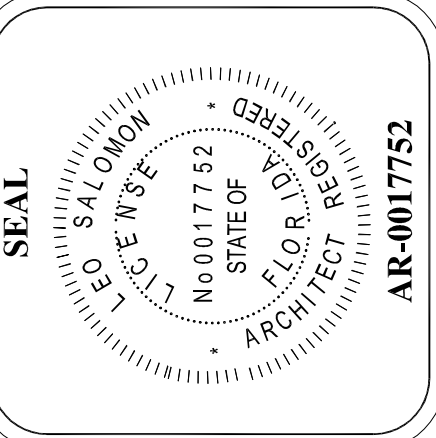


DUMPSTER GATE DOOR

SCALE: $1 \frac{1}{2}" = 1'-0"$

The drawings and specifications contained herein are instruments of service only and constitute the property of Leo Salomon Architect, P.A. No part of this document may be reproduced, stored in a retrieval system, or used in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the express written consent of Leo Salomon Architect, P.A. This document is not to be used for any other project without the express written consent of Leo Salomon Architect, P.A. The drawings shall have precedence over scaled dimensions; contractor shall verify and shall be responsible for any variations from dimensions and conditions shown by these drawings. Where required, shop details and materials shall be submitted for review and approval before proceeding with fabrication of any work.

REVISION	DESCRIPTION
NO.	DATE



ARCHITECT
LEO SALOMON
10641 NW 17th COURT
PLANTATION, FLORIDA 33322
AR 0017752

Project Title :
DRC SUBMISSION FOR
INTERIOR RE-MODEL AND
WEST SIDE PARKING LOT FOR
O'REILLY AUTO PART STORE
4091 - 4119 NORTH DIXIE HIGHWAY
DEERFIELD BEACH, FLORIDA. 33064

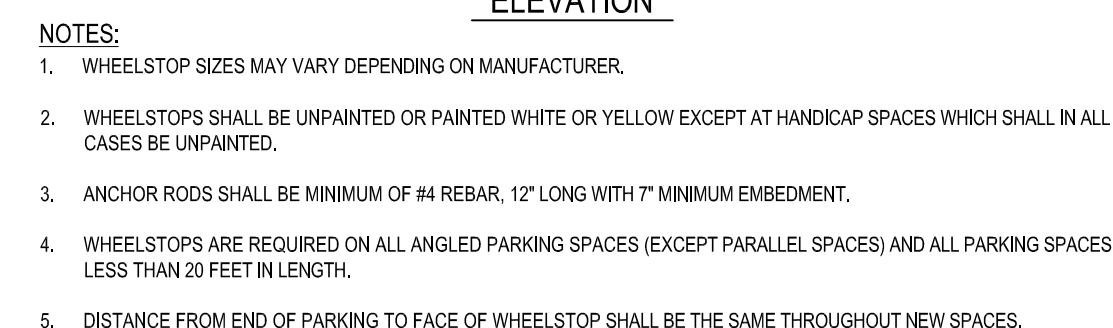
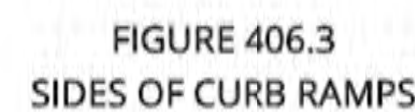
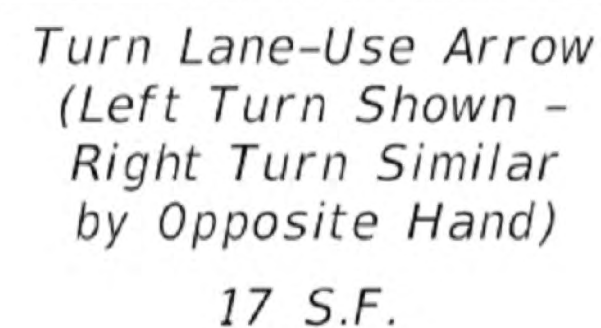
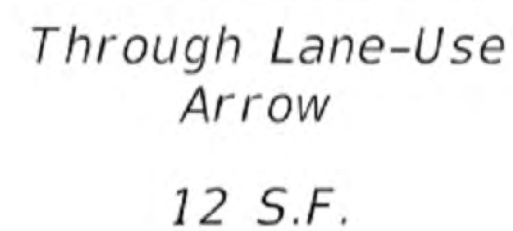
ACAD DWG. Drawn By:
JUAN C. GARCIA
PHONE #
954 232-7328
6 Southeast Nine Avenue
Fort Lauderdale,
Florida 33301

CHKD: L.S.
DATE: 4/ 28 / 2021

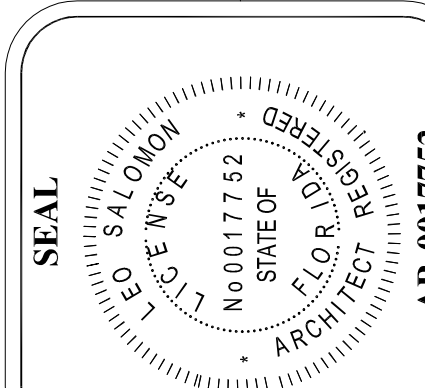
SCALE: AS NOTED
PROJECT NO. : 2019-6

SHEET
A-2

OF
6



The drawings and specifications contained herein are instruments of service only and constitute the property of Leo Salomon and any use or reuse without the express written consent of Leo Salomon is specifically prohibited. Copyright © _____ Leo Salomon. Written dimensions or drawings shall have precedence over scaled dimensions; contractor shall verify and shall be responsible for all dimensions and conditions on the job. Leo Salomon must be notified of any variations from dimensions and conditions shown by these drawings. Where required, shop details and drawings must be submitted to this office for new

[illegible]

ARCHITECT
LEO SALOMON
10641 NW 17th COURT
PLANTATION, FLORIDA 33322
AR 0017752

Project Title :
DRC SUBMISSION FOR
INTERIOR RE=MODEL AND
WEST SIDE PARKING LOT FOR
O'REILLY AUTO PART STORE
4091 - 4119 NORTH DIXIE HIGHWAY
DEERFIELD BEACH, FLORIDA. 33064

ACAD DWG. Drawn By:
JUAN C. GARCIA

PHONE #
954 232-7328

6 Southeast Nine Avenue
Fort Lauderdale,
Florida 33301

CHKD: L.S
DATE: 4/ 28 / 2021

SCALE: AS NOTED

PROJECT NO. : 2019-6

SHEET
A-2.1

OF
6

IRRIGATION LEGEND:

----- 1" MAIN LINE. SCH 40.

----- LATERAL ZONE LINES. SCH 40.

CONTROLLER - Intermatic Electric 4 station controller.

Mini Klik automatic rain sensor shutoff switch mounted outside on eave of structure.

ZONE VALVES - Fimco 4 Station Indexing Valve.

EXISTING WATER METER.

SLEEVES - Sch. 40, 2 Sizes Larger.
NOTE - Pipe Size Shown is the Lateral Size, NOT the Sleeve Size

6" POP-UP SPRAY - Hunter MP Rotator Series: Nozzles as Required.
NOTE - All of the below may not be used

	22-30' Series	13-21' Series	8-15' Series	6-12' Series
90 Q				
120 T				
180 H				
240 TT				
270 TQ				
360 F				

SS-530 5 x 30'

0.0 GPM

1 ZONE #

1" VALVE SIZE

IRRIGATION NOTES:

Piping:
Main Lines: PVC SCH 40 Solvent Weld.
Zone Lines: PVC SCH 40 Solvent Weld. 1/2 in. is not used.
Min. pipe is 3/4 in.
All end of the line unmarked pipe = 3/4 in. (min.).
Sleeves and suction Line: PVC SCH 40.

Fittings: SCH 40 PVC

Fabrication: To manufacturers specifications. Use blue or grey PVC cement, square cut, clean and prime all joints.

Allow all main lines to cure for 24 hours before pressuring.

All pipe, fittings, and solvents to conform to latest ASTM specs.

Depth of Lines: Main Line and wiring = 18 in. depth, min.
Sleeving under pavement = 24 in. depth, min.
Suction Line = 24 in. depth, nominal.
Zone Lines 1-1/2 in. and smaller = 10 in. depth, min.

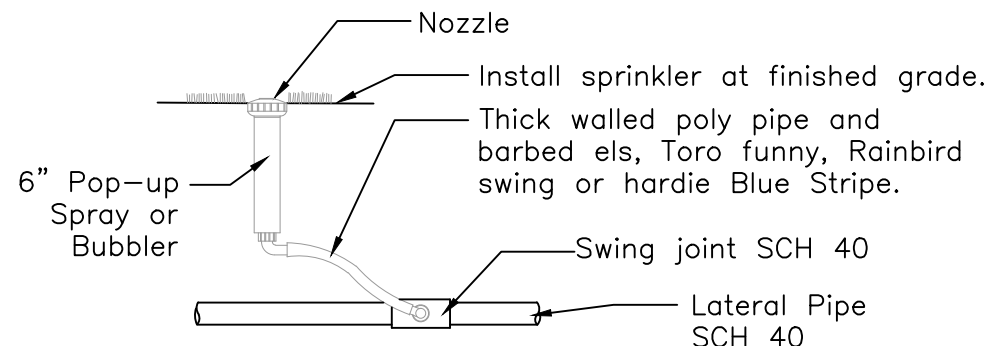
Control Wires: AWC 14 for all hot wires and AWC 12 for common.
Solid copper type UF UL listed for direct burial.
Run wires under main.
Run spares, two min.
Splice wires only in a valve box. All splices shall be moisture proof using Snap lite or DEW UL connectors.
Common shall be white, hot shall be red or color coded
Spare shall be black. Run all wires in Grey Electrical SCH 40 conduit..

Backfill all trenches free of debris, compact to original density, flush all lines, use screens in all heads, adjust heads for proper coverage avoiding excess water on walls, walks, etc.

All details are graphically shown only. All quantities shall be verified by the contractor prior to installation. It shall be the contractors responsibility to assure complete overlapping coverage. Any discrepancies shall be reported to the owner and landscape architect before proceeding. Codes and local regulations shall take precedence over these plans, it is the contractors responsibility to comply. The landscape architect reserves the right to make minor field changes, the contractor may field adjust spray nozzle selection to provide for proper 100% min. coverage.

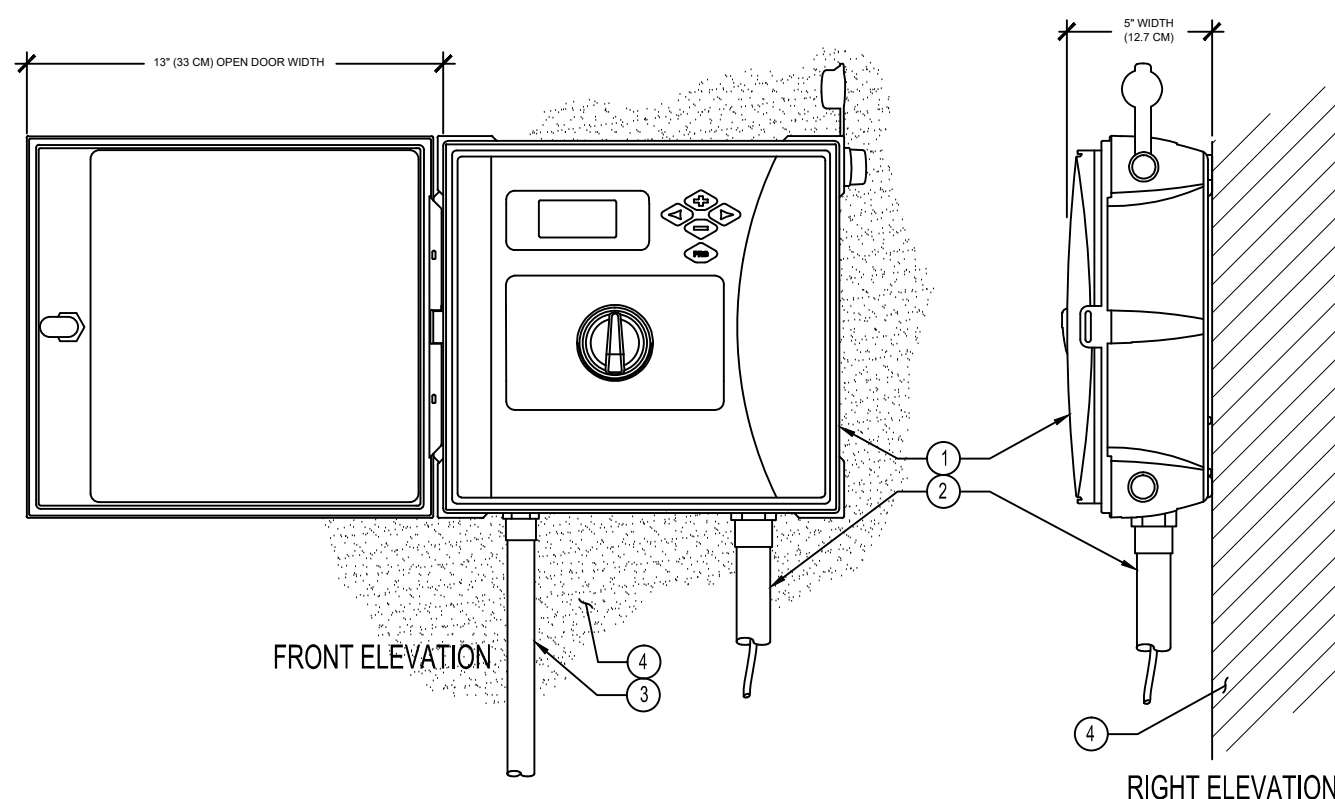
Provide owner with an accurate as installed plan(s) at completion showing main lines, wiring, valves, crossings, etc. using dimensions from fixed datums.

Contractor shall verify all underground utilities prior to commencement of work.



6" Pop-up Spray / Bubbler Detail

NTS



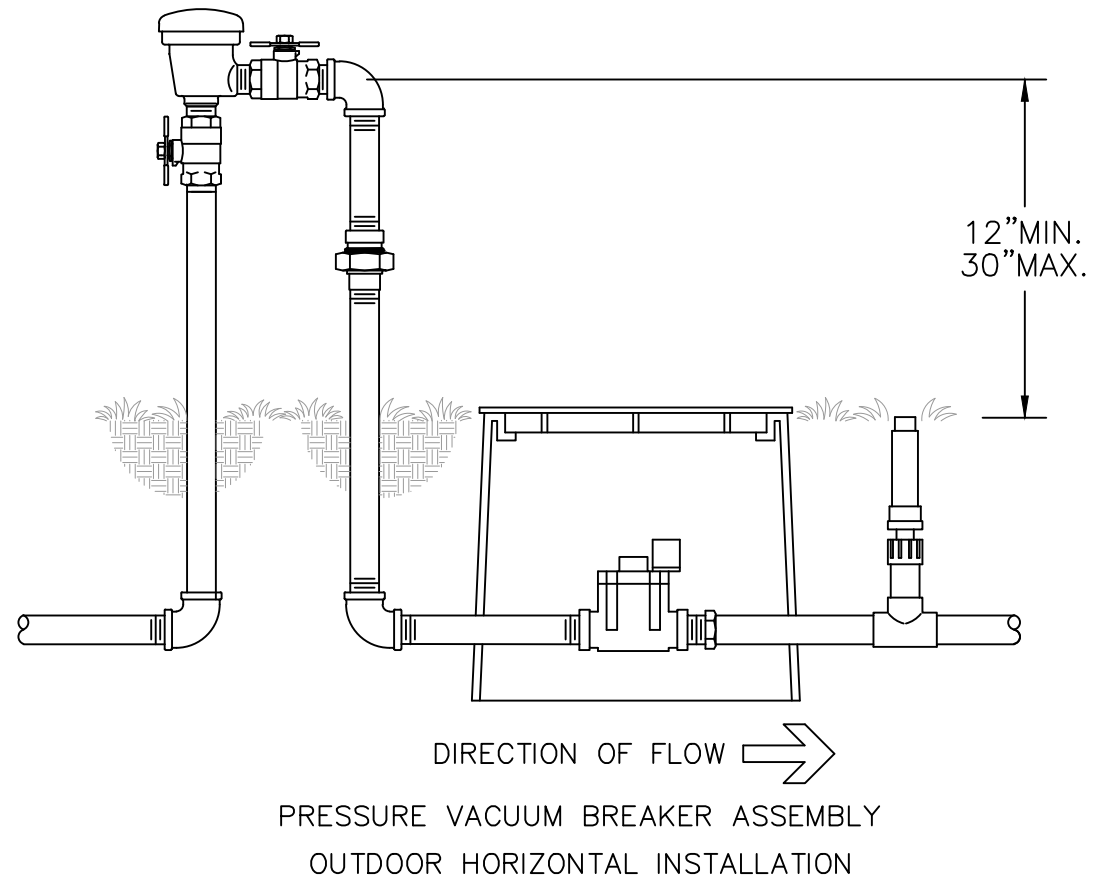
HUNTER ICC2 CONTROLLER

NTS

LEGEND:

- IRRIGATION CONTROLLER (120-800-PL) PER PLAN
- IRRIGATION CONTROL WIRE IN CONDUIT SIZE AND TYPE PER LOCAL CODES
- ELECTRICAL SUPPLY CONDUIT CONNECT TO POWER SOURCE, 1-BOX INSIDE CONTROLLER
- ADJACENT SURFACE TO MOUNT CONTROLLER PER PLAN

NOTE
MOUNT CONTROLLER LCD SCREEN AT EYE LEVEL
CONTROLLER SHALL BE HARD-WIRED TO GROUND
110 VAC POWER SOURCE



WILKINS MODEL 720A

NTS

THOMAS WHITE, ASLA-ISA
LANDSCAPE ARCHITECT, LEED GREEN
ASSOCIATE, CERTIFIED ARBORIST
2600 NE 27th AVENUE
FORT LAUDERDALE, FLORIDA 33306
tcwhite@ellsouth.net
954-253-2265

REVISIONS

4-15-2020: Cross walk
added, rear parking shift
2-3-2020: Per Revised
Site Plan

Irriation Head Layout Plan
O' Reilly Auto Parts Store
4101 N. Dixie Hwy.
Deerfield Beach, Florida 33064



DRAWN:
TW
CHECKED:
TW
DATE:
1-28-2020
SCALE: 1"=20'

Sheet No.
L-2
Sheet 1 Of 2

Calculation Summary							
Project: O'REILLY'S AUTO PARTS - SITE_REV 6 DEERFIELD, FL 12/01/2020							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
EXISTING PARKING LOT & DRIVE ROAD	Illuminance	Fc	2.98	5.4	1.1	2.71	4.91
NEW PARKING LOT	Illuminance	Fc	2.18	3.6	1.1	1.98	3.27
PROPERTY LINE BOTTOM (horizontal)	Illuminance	Fc	0.31	0.8	0.0	N.A.	N.A.
PROPERTY LINE BOTTOM (vertical)	Illuminance	Fc	0.16	0.4	0.0	N.A.	N.A.
PROPERTY LINE TOP (horizontal)	Illuminance	Fc	0.09	0.4	0.0	N.A.	N.A.
PROPERTY LINE TOP (vertical)	Illuminance	Fc	0.04	0.3	0.0	N.A.	N.A.



DATE MAY 03 2021

PROJECT TITLE
O'REILLY AUTO PARTS STORE
PHOTOMETRICS
4091 NORTH DIXIE HIGHWAY
DEERFIELD BEACH, FL. 33064

SHEET TITLE

REVISIONS		
NUM	DATE	DESCRIPTION
	5-3-21	COMMENTS

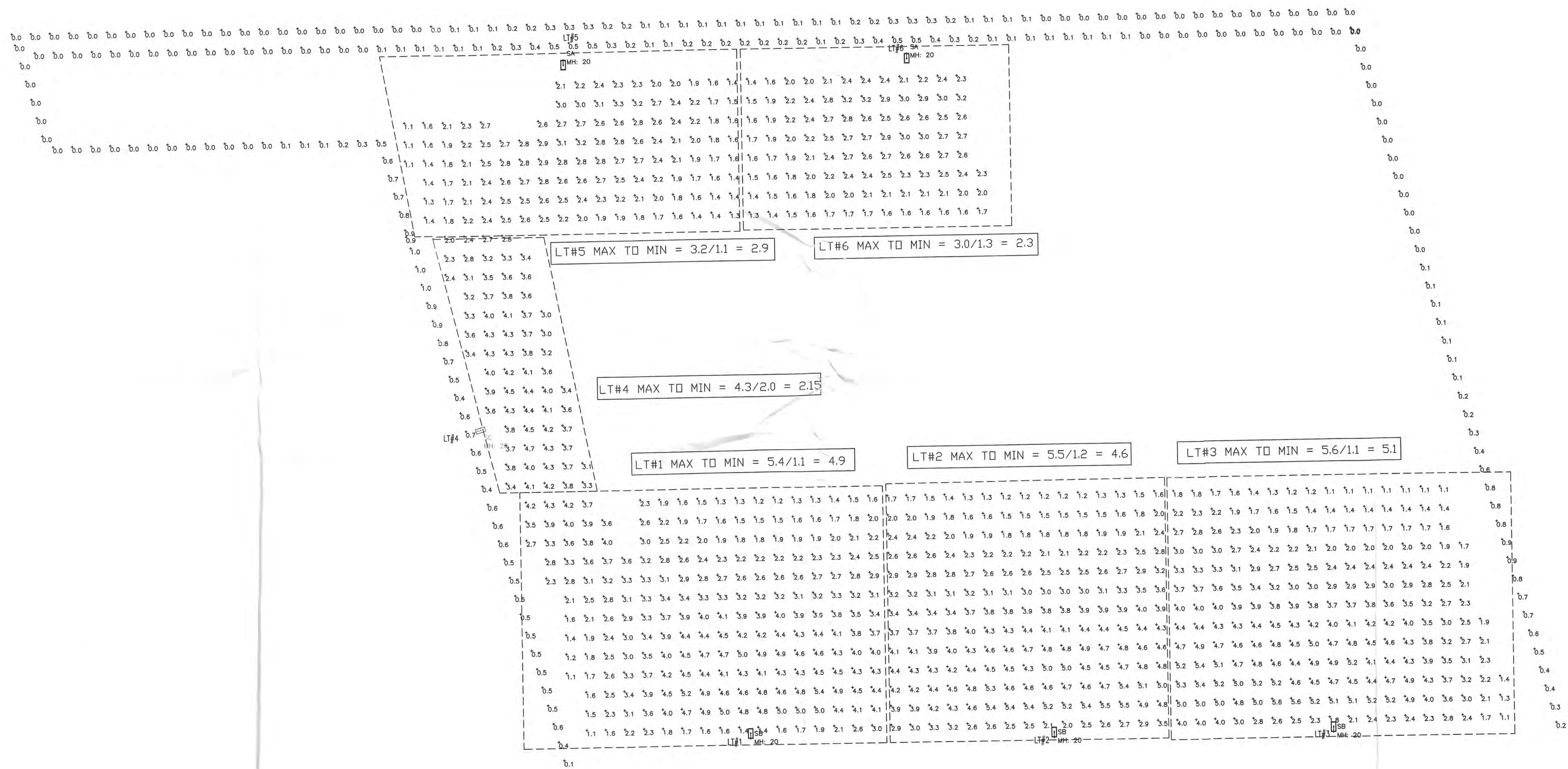
2016 BUCHANAN P.E. CONSULTING.
All information, drawings, and designs
are not to be copied, reproduced,
changed, transferred, or disclosed to
any third party in any form or manner
what so ever without the express
written permission from
Buchanan P.E. Consulting, Inc.

PROJECT No.:	
DATE:	12-15-2020
SCALE:	AS NOTED
DRAWN BY:	RAB
CHECKED BY:	RAB

SHEET

PH-1
OF

Calculation Summary ENTIRE PARKING AREA DATA							
Project: O'REILLY'S AUTO PARTS - SITE_REV 6 DEERFIELD, FL 12/01/2020							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
EXISTING PARKING LOT & DRIVE ROAD	Illuminance	Fc	2.98	5.4	1.1	2.71	4.91
NEW PARKING LOT	Illuminance	Fc	2.18	3.6	1.1	1.98	3.27
PROPERTY LINE BOTTOM (horizontal)	Illuminance	Fc	0.31	0.8	0.0	N.A.	N.A.
PROPERTY LINE BOTTOM (vertical)	Illuminance	Fc	0.16	0.4	0.0	N.A.	N.A.
PROPERTY LINE TOP (horizontal)	Illuminance	Fc	0.09	0.4	0.0	N.A.	N.A.
PROPERTY LINE TOP (vertical)	Illuminance	Fc	0.04	0.3	0.0	N.A.	N.A.



photometric layout of each proposed light fixture and light pole

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



BUCHANAN P.E. CONSULTING INC.

ELECTRICAL * MECHANICAL * PLUMBING * STRUCTURAL
ENGINEERING
RAJA BUCHANAN P.E. # 48916
CERTIFICATE OF AUTHORIZATION # 8842
RAJA BUCHANAN P.E. # 48916
6191 W. ATLANTIC BLVD, SUITE #2
MARGATE, FL 33063
Tel: (954) 590-3300 Fax: (954) 590-2232
email: mepengineers@aol.com

SEAL



DATE MAY 03 2021

PROJECT TITLE
O'REILLY AUTO PARTS STORE
PHOTOMETRICS
4091 NORTH DIXIE HIGHWAY
DEERFIELD BEACH, FL, 33064

SHEET TITLE

REVISIONS

NUM	DATE	DESCRIPTION
5-3-21		COMMENTS

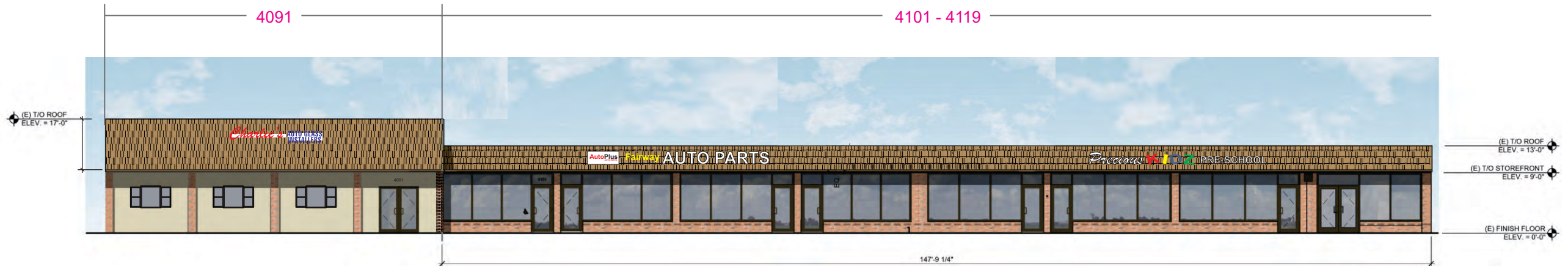
2016 BUCHANAN P.E. CONSULTING.
All information, drawings and designs
are not to be copied, reproduced,
changed, transferred, or disclosed to
any third party in any form or manner
whatsoever without the express
written permission from
Buchanan P.E. Consulting, Inc.

PROJECT No.:
DATE: 12-15-2020
SCALE: AS NOTED
DRAWN BY: RAB
CHECKED BY: RAB

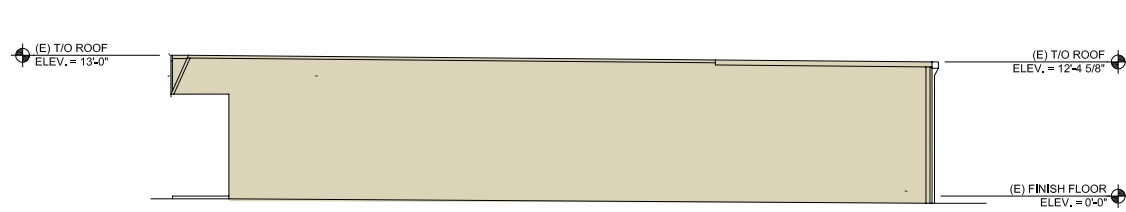
SHEET

PH-2
OF

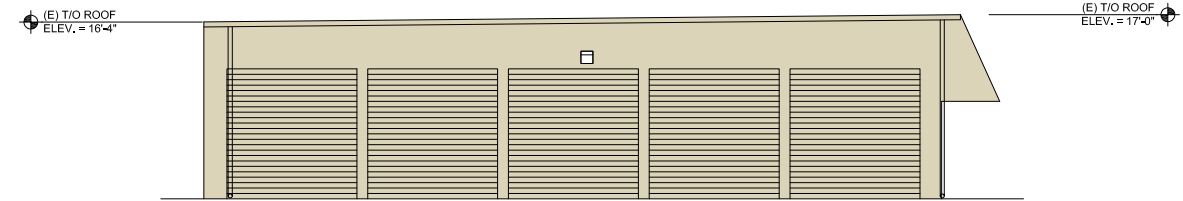
City of Deerfield Beach
May 7 2021
Received
Planning & Dev. Dept.



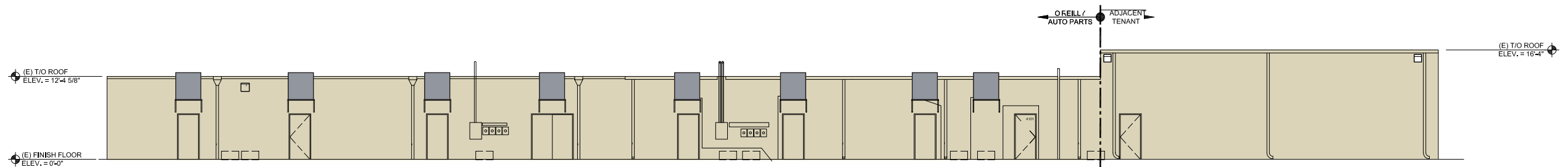
EXISTING EAST ELEVATION - (FRONT)



EXISTING NORTH ELEVATION - (SIDE)

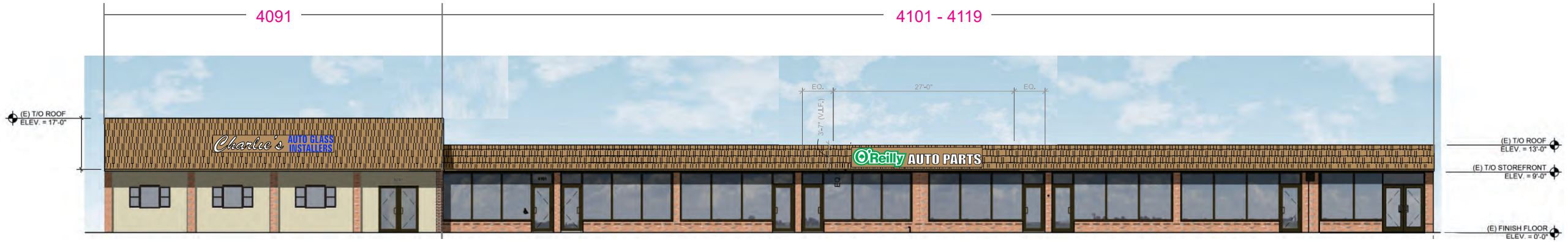


EXISTING SOUTH ELEVATION - (SIDE)

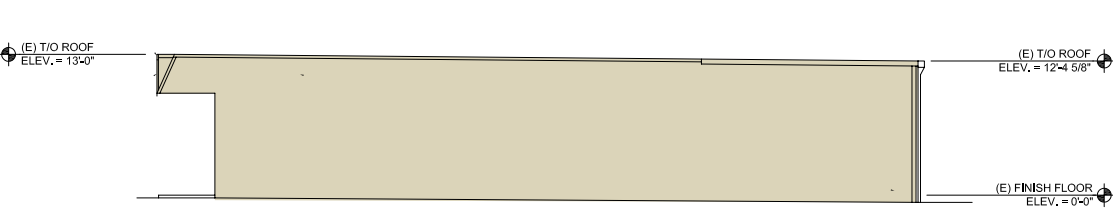


EXISTING WEST ELEVATION - (REAR)

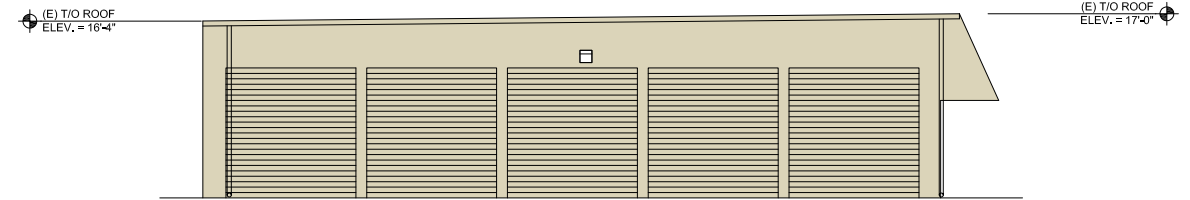
4091- 4119 N. Dixie Highway Deerfield Beach FL 33064



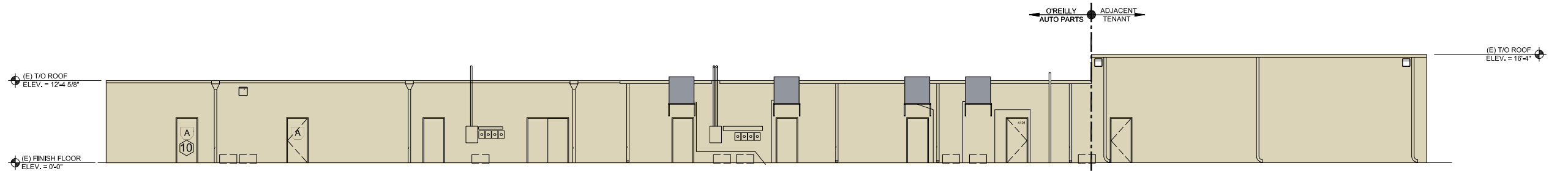
PROPOSED EAST (FRONT) ELEVATION



PROPOSED NORTH ELEVATION - (SIDE)



PROPOSED SOUTH ELEVATION - (SIDE)



PROPOSED WEST ELEVATION - (REAR)

4091- 4119 N. Dixie Highway Deerfield Beach FL 33064



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-940

Agenda Date: 10/5/2021

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2021-117: ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS," ARTICLE X "HISTORIC PRESERVATION" OF THE CITY LAND DEVELOPMENT CODE; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On October 15, 2019, the Broward County Commission approved Ordinance No. 2019-28, amending the historic preservation procedures and requirements in the Broward County Code of Ordinances. The changes require municipalities within the County that do not have Certified Local Government status to adhere to the County ordinance relating to historic and archaeological resources.

On January 14, 2020, the City Commission passed Ordinance No. 2020-04, enacting the City's first regulations for historic preservation. The ordinance included the formation of a Historic Preservation Board, processes for designating historic and archaeological resources, and procedural requirements for the maintenance and improvements of such resources. The creation of these regulations within the City's Land Development Code is a necessary component in becoming a Certified Local Government as designated by the State.

Federal and State regulations require certain amendments to the City's ordinance for the City to become a Certified Local Government. The proposed ordinance includes the necessary changes for the City to become a Certified Local Government.

On August 5, 2021, the Planning and Zoning Board heard the proposed amendments and passed the item unanimously with recommendation of approval to the City Commission, with a couple minor non-substantive changes that have been incorporated into the Ordinance.

ORDINANCE NO. 2021

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 “LAND DEVELOPMENT REGULATIONS,” ARTICLE X “HISTORIC PRESERVATION” OF THE CITY LAND DEVELOPMENT CODE; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, on January 14, 2020, the City Commission adopted Ordinance No. 2020-04, enacting regulations for historic preservation (the “Historic Preservation Ordinance”); and

WHEREAS, in order for the City to become a Certified Local Government for historical preservation purposes, Federal and State regulations require certain amendments to the City’s Historic Preservation Ordinance; and

WHEREAS, staff recommends the City Commission adopt this Ordinance, amending the Historic Preservation Ordinance to meet the requirements for the City to become a Certified Local Government.

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

Section 1. The above “WHEREAS” clauses are true and correct and are incorporated and made a part of this Ordinance.

Section 2. Article X “Historic Preservation” of Chapter 98 “Land Development Regulations” is hereby amended to read as follows¹:

Chapter 98 – LAND DEVELOPMENT REGULATIONS

ARTICLE X-HISTORIC PRESERVATION

Sec. 98-168. - Purpose and Intent

- (a) *Purpose and Intent.* The purpose and intent of this section is to promote and protect the integrity of historic resources existing throughout the City through:

¹ Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in ~~striketrough~~.

- (4) The enrichment of human life in its educational and cultural dimensions in order to serve spiritual as well as material needs by fostering knowledge of the living heritage of the past; and
- (5) The City becoming a Certified Local Government as administered by the State Historic Preservation Officer ("SHPO").

Sec. 98-170. – Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this article, except where the context clearly indicates a different meaning:

- (11) *Certified Local Government* shall mean a local historic preservation program that has been certified by the Florida Department of State, Division of Historical Resources in accordance with the National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended.

Sec. 98-171. – Historic Preservation Board

~~(1)~~(a) *Creation.* The City of Deerfield Beach Historic Preservation Board is hereby established as an agency of the city government in and for the city. The board is vested with the power, authority and jurisdiction to inventory, designate, certify, regulate and manage historic resources in the City as provided for in this chapter. The Historic Preservation Board shall establish rules of procedures, including, but not limited to, procedures for recording of minutes, for training opportunities for Historic Preservation Board members, for election of officers, and for seeking assistance on historic preservation matters requiring expertise not represented within its membership. The Board shall review National Register nominations in accordance with the National Historic Preservation Act of 1966 (16 U.S.C. 470 et. seq.), and 54 U.S.C. 302504, as amended. The actions of the Historic Preservation Board shall be complementary to the responsibilities of the ~~State Historic Preservation Office (SHPO).~~

~~(2)~~(b) *Appointment.* The Historic Preservation Board shall be comprised of five (5) members, each of whom shall be appointed by the City Commission. All members of the Historic Preservation Board must reside in the City at the time of appointment and during the member's term(s) in office. Appointments shall be made on the basis of civic pride, integrity, experience and interest in the field of historic preservation. The Commission shall attempt to nominate architects, realtors, archaeologists, historians, neighborhood activists, lawyers or other individuals from the business, financial and other segments of the community who, by virtue of their profession, business or civic involvement,

have demonstrated concern for historic preservation. Membership on the Board should be representative of the community at large and reflect a broad cross section of the community.

~~(e)~~(d) *Powers and Duties.* In addition to the duties described elsewhere in this article, the duties of the Board and Director shall include, but not be limited to:

(9) Fulfilling all obligations and requirements associated with the Certified Local Government Program as established in Title 54 U.S.C. 3025, as amended, described in Code Section 98-180 of this Article. The Board responsibilities listed herein are complimentary to and carried out in accordance with the responsibilities of the SHPO as described in 36 C.F.R. 61.6.

~~(f)~~(e) The City Commission shall provide staff for the operational support of the Board to undertake the requirements for certification as a certified local government and to carry out the duties and responsibilities delegated to the Certified Local Government as required by Title 54 U.S.C. 3025 and described in 36 C.F.R. 61.6 and Section 98-180 of this Code.

~~(g)~~(f) The City and Board shall maintain the historic preservation ordinance and practices in compliance with the Certified Local Government requirements.

~~(h)~~(g) Members of the Board must file a Statement of Financial Interests in accordance with Section 112.3145, Florida Statutes.

~~(i)~~(h) *Meetings and Rules of Procedure.* All meetings of the Board shall be public and open to all residents and interested parties. The Board shall meet at minimum of four (4) times within the calendar year. Whenever practicable, and to the extent needed to conduct required business, the regular quarterly meeting shall be held on the first Thursday of the quarter. The Board may adopt rules of procedure based upon Robert's Rules of Order, subject to any limitations prescribed by law provided that such rules of procedure are not inconsistent with any rules previously adopted by the City Commission and are consistent with City ordinances and state statutes. The Board may additionally adopt rules of procedure provided such rules of procedure are not inconsistent with any rules previously adopted by the City Commission and are consistent with City ordinances and state statutes. The Board shall keep minutes of its proceedings, showing the vote of each member upon each question submitted to it and include the reasoning for each decision reached. If a member is absent, such fact shall appear upon the minutes. Copies of the Board's minutes shall be filed with the City Clerk and shall become a public record available for public inspection in accordance

with Section 286.011, Florida Statutes. The Board shall meet the reporting requirements outlined in the Florida Certified Local Government Guidelines.

- (i) *Quorum.* Quorum shall consist of three (3) members. No Certificate to Dig or Certificate of Appropriateness shall be approved unless a majority concurs.

Sec. 98-172. –Designation of a Historic Resource.

Upon recommendation of the Historic Preservation Board, the City Commission may designate by resolution, individual landmarks and landmark sites. Each designation of a landmark shall include a designation of a landmark site in accordance with State standards.

- (a) *Application Requirement.* Consideration of the designation of a landmark and landmark site shall be initiated by the filing of an application for designation by the property owner, or by the City. The City shall charge a fee for each application, which reflects processing costs for the application. Such fee shall be waived for City-initiated applications. The applicant shall complete an application form provided by the Department that shall include, at minimum:

~~The Director or their designee shall determine when an application is complete and may request additional information when such application is determined to be incomplete.~~

- (b) *Procedure.* The following procedures shall be used in determining eligibility of an individual historic resource or a historic district:

- (4) ~~Upon receipt of a completed application form, including necessary documentation, the Department shall review the application for completeness and accuracy. Once determined complete and accurate by the Department, the nomination shall be placed on the agenda of the next reasonably available, regularly scheduled meeting of the Historic Preservation Board. At that meeting, the Historic Preservation Board will conduct a public hearing and shall make a recommendation on the application for designation to the City Commission. After the filing of a complete application for a certificate of historic designation, the application shall be scheduled to be heard by the Board at the next scheduled Board Meeting and after all required notice is satisfied as established in this Section.~~

- (5) *Notice.* Notice of the Historic Preservation Board's scheduled hearing shall be provided by the Applicant by placing an advertisement in a newspaper of general circulation at least seven days and not more than ten days prior to the hearing. At least 12 days prior to the date fixed for the hearing before the Board, the City shall send notice of said hearing to each property owner (as listed on the most

~~recent tax rolls) whose property is within 300 feet of the property, which is the subject of the application. At the hearing any party may appear in person or by agent or attorney~~ the following actions:

- (a) Published Notice. Notice of the hearing shall be placed in a newspaper of general circulation and published on at least one occasion at least seven days and no more than ten days prior to the hearing. Additional notices shall be published by the applicant if required by applicable law.
- (b) Written Notice. At least 12 days prior to the date fixed for the hearing before the Board, the City shall send notice of said hearing to each property owner (as listed on the most recent tax rolls) whose property is within 500 feet of the property that is the subject of the application. At the hearing, any party may appear in person or by agent or attorney.
- (6) At said hearing the Board shall make a recommendation to the City Commission ~~on to approve, approve with conditions, or deny the application to the City Commission~~ based upon the evidence presented at the hearing. A nomination application for historic designation approved with conditions by the Board shall be revised to comply with said conditions prior to submission to the City Commission. Upon receipt of the revised plan, the Director shall verify that all modifications stipulated in the approval of the Board have been incorporated.
- (7) A written recommendation from the Board shall be forwarded to the City Commission for approval, approval with conditions, or denial of the nomination. A determination by the City Commission for the application shall be based upon the evidence presented at a public hearing before the City Commission.
- (8) Public notice and posting for the application to be heard in front of City Commission shall follow the requirements and procedures set forth in Code Section 98-35 and in accordance with 36 C.F.R. Part 61, and all applicable county, state and federal law.

Sec. 98-175. – Certificate of Appropriateness and Approval of Changes to Historic Resources

- (d) Application. Prior to making an application for a certificate of appropriateness, the applicant shall confer with the Department on the nature and purpose of the proposed action. The applicant shall be advised of the plans, photographs, statements, or other exhibits necessary for submitting an application. The property owner or agent shall complete and file an application with the Director on a form provided by Department including, but not limited to:

(e) *Procedure.*

- (1) Prior to making an application for a certificate of appropriateness, the applicant shall confer with the Department on the nature and purpose of the proposed action. The prospective applicant shall be advised of the plans, photographs, statements or other exhibits necessary for submitting an application. After the filing of a complete application for a Certificate of Appropriateness with the Director or their appointee, the application shall be scheduled to be heard by the Board at the next scheduled Board Meeting and after all required notice is satisfied as established in this section. ~~The Board shall hold a public hearing following the filing of a complete application for a Certificate of Appropriateness with the Director or their appointee and after due public notice for each certificate of appropriateness.~~ The Director or their designee shall also send, by certified mail, a notice of the proposed certificate of appropriateness to the owner of the property at least thirty (30) calendar days prior to the date of the public hearing.
- (2) The Historic Preservation Board shall, based on their findings approve, approve with conditions/stipulations, or deny the application for a Certificate of Appropriateness.

(j) *Additional requirements for demolitions.*

- (2) In approving, approving with conditions, ~~or~~ denying, or suspending action to allow further study of the matter, applications for a Certificate of Appropriateness for demolition of a historic resource, in addition to the general criteria listed above, the following criteria shall be considered:

- (3) Delay of Demolition. In the event the Board does not find approval, approval with conditions, or denial to be fit for the heard application, the Board may suspend action to allow further study of the matter for a period not to exceed 180 days from the date of the filing of the application. The length of the delay shall be determined by the Board based upon the probable time required to arrange a possible alternative to demolition. During the stay of demolition, the Board may take such steps as it deems necessary to preserve the building or structure concerned in accordance with the purposes of this Article. Such steps may include, but shall not be limited to, consultation with civic groups, public agencies and interested citizens; recommendations for acquisition of property by

public or private bodies or agencies; and exploration of the possibility of moving the structure or building.

Sec. 98-177. - Certificate to Dig.

- (c) Application procedures for a Certificate to Dig.
 - (1) The owner or agent shall complete and file an application with the Department.
 - a. Applications shall be accompanied by drawings, plans, or specifications of sufficient detail to show the proposed alterations, additions, changes, or new construction and locations of ground disturbance activities as are reasonably required for decisions to be made by the Board.
 - b. After the filing of a complete application for a Certificate to Dig with the Director or designee, the application shall be scheduled to be heard by the Board at the next scheduled Board Meeting and after all required notice is satisfied as established in this Section. The Board shall hold a public hearing following the filing of a complete application for a Certificate to Dig with the Director or their appointee and after due public notice for each Certificate to Dig. The Director or their designee shall also send, by certified mail, a notice of the proposed Certificate to Dig to the owner of the property at least thirty (30) calendar days prior to the date of the public hearing.

Sec. 98-180.- Certified Local Government Requirements and Maintenance of Status

- (a) The City shall become certified pursuant to the Certified Local Government Program as officiated by the SHPO. The Director or designee shall fulfill the following duties in accordance with National Historic Preservation Act Amendments of 1980 (PL 96-515), as amended, which implements regulations as established by the United States Department of the Interior (36 C.F.R. Part 61) and the Florida Certified Local Government Guidelines provided by the Florida Department of State, Division of Historical Resources.
 - (1) Provide written notice to the SHPO immediately following the approval of any new historic landmark designation or alteration of any existing historic landmark designation.
 - (2) Provide 30 days' prior written notice to the SHPO of any Board meetings.

- (3) Provide written notice and documentation to the SHPO within 30 calendar days of action of the following:
 - a. Draft and approved minutes of each Board meeting
 - b. An attendance report containing the Board members and public attendance for each Board meeting.
 - c. Appointments to the Board.
- (4) Submit to the SHPO for review and comment proposed amendments to the City's Historic Preservation Ordinance at least 30 days prior to the date scheduled for adoption.
- (5) Submit an annual report to the SHPO on or prior to November 1st. The annual report shall cover the previous fiscal year and include the following:
 - a. Any amendments to the City's Historic Preservation Ordinance,
 - b. Changes in Rules of Procedure as detailed in this Article, and
 - c. Summary of Board activities including but not limited to number of applications reviewed, new designations, Board members' resumes, appointments to the Board, a comprehensive review of survey and inventory activity with the description of the system used, as well as a progress report on the grant-assisted activities.

Sec. 98-181.- Participation in the Florida National Register of Historic Places Nomination.

Once certified as a Certified Local Government, the City and the Board will review nominations to the National Register in accordance with the Historic Preservation Act of 1966 (16 U.S.C 470 et. Seq.), 54 U.S.C. 302504, and Section C.4. of the Florida Certified Local Government Guidelines.

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, October 5, 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. 2021-117: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING ARTICLE X “HISTORIC PRESERVATION” OF CHAPTER 98 “LAND DEVELOPMENT REGULATIONS” OF THE CITY LAND DEVELOPMENT CODE; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Copies of the Ordinances are available for public inspection in the City Clerk’s Office, 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441. All interested persons are urged to virtually attend the Public Hearing(s), send a representative or express their views by letter.

You may either be present in person at the Public Hearing(s) or attend online or by phone virtually utilizing Zoom, represented by counsel or letter. All interested persons take due notice of the time and place of the Public Hearing and govern yourselves accordingly.

Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting would need a record of the proceedings. And for such purpose, may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

BY: SAMANTHA GILLYARD, CMC, CITY CLERK

Publish: Sun-Sentinel
Friday, September 24, 2021



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-949

Agenda Date: 10/5/2021

Status: CONSENT - BOARD
APPOINTMENT

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Jonathan Campbell to the Board of Trustees of the Municipal Firefighters' Pension Trust Fund; 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 Board of Trustees (the "Board") of the Municipal Firefighters' Pension Trust Fund is comprised of five members, two of which are appointed by the City Commission, two are elected by firefighter members of the pension plan, and the fifth member is chosen by the Board members.

Jonathan Campbell currently serves on the Board as a City Commission appointment. His term expired on October 1, 2021, and he has expressed interest in continuing to serve on the Board. If reappointed by the City Commission, Mr. Campbell will serve an additional two-year term.

Recommendation

Approval is recommended.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, REAPPOINTING JONATHAN
CAMPBELL TO THE BOARD OF TRUSTEES OF THE MUNICIPAL
FIREFIGHTERS' PENSION TRUST FUND; AND PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, the City Commission, through City Code section 54-271, created the Board of Trustees (the "Board") of the Municipal Firefighters' Pension Trust Fund (the "Trust Fund"), which is responsible for administering the Trust Fund; and

WHEREAS, the City Commission appoints two of the five members of the Board; and

WHEREAS, Jonathan Campbell currently serves on the Board and his term expired on October 1, 2021; and

WHEREAS, Jonathan Campbell has expressed interest in being reappointed to the Board.

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

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

Section 2. Jonathan Campbell is hereby reappointed to serve as a member of the Board of Trustees of the Municipal Firefighters' Pension Trust Fund of the City of Deerfield Beach for a term ending on October 1, 2023.

Section 3. Mr. Campbell shall serve without compensation and is required to file a financial disclosure statement in accordance with Florida law.

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

PASSED AND ADOPTED THIS _____ DAY OF OCTOBER, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



July 28, 2021

Jonathan Campbell
229 SE 6th Avenue
Deerfield Beach, FL 33441

RE: Firemen's Pension Trust Fund

Dear Mr. Campbell:

As your current term on the **Board of Trustees - Firemen's Pension Board** of the City of Deerfield Beach expires soon; the City Commission has requested that we determine whether you wish to be considered for re-appointment. Upon receipt of your reply, we will inform the Commission of your decision.

Whether or not you desire to continue to serve on the Board of Trustees - Firemen's Pension Board, the Commission would like to have the benefit of your knowledge gained during your tenure. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward it to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Lastly, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents. Further, I recognize the sacrifices of your time and efforts in contributing to the success of the Board.

If you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

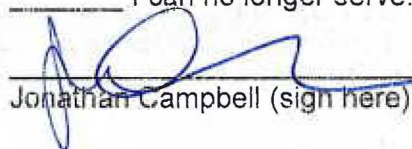
Sincerely,


for Samantha Gillyard, CMC, City Clerk

Please return the letter to the City Clerk's Office by August 15, 2021. A self-addressed envelope is enclosed for your convenience.

☒ I would like to serve another term on the Board of Trustees - Firemen's Pension Board.

☐ I can no longer serve.


Jonathan Campbell (sign here)

SG/tb



BOARD OF TRUSTEES FIREMEN'S PENSION TRUST FUND

Creating Authority:

Ordinance 1130 under authority of Florida Statutes - Chapter 175

Method of Appointment:

Two (2) Residents selected by Commission for Two (2) Years Term

Two (2) Firefighters elected by Firefighters for Two (2) Years Term

One (1) Resident selected by the previous four (4) members and confirmed by Resolution

Financial Disclosure:

Required

Compensation:

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

Liaison:

Doug Falcon

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 175.061 (F.S.) and/or amendments thereto as may be duly enacted

Name	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Jonathan Campbell Commission	229 SE 6 th Ave Deerfield Beach, FL 33441	561-703-0909	Self	2019/048	10/15/19	10/01/21
Robert Weech Board (5th Member)			Self	2020/013	02/04/20	12/12/21
Bruce Young Employees (Elected)			Self	2021/069	05/04/21	01/15/23
Stephen Hill Employees (Elected)			Self	2021/069	05/04/21	01/15/23
Daniel Frazer Commission	341 SE 3rd Court Deerfield Beach, FL 33441	214-8337	Self	2021/002	01/05/21	01/15/23



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-956

Agenda Date: 10/5/2021

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the settlement of all claims against the City in the litigation styled *Carline Simon vs. City of Deerfield Beach, et. al.*; authorizing execution of documents necessary to effectuate the settlement; providing for an effective date. (Funds from Account #606-0900-519-37-70 - Liability Legal)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$40,000

Account Name: LiabilityLegal

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

Background/History

Carline Simon ("Simon") filed a lawsuit against the City of Deerfield Beach styled Carline Simon vs. City of Deerfield Beach, et. al., Case No. CACE-18-023855, in the Seventeenth Circuit Court in and for Broward County, Florida (the "Lawsuit"). The Lawsuit alleges that Simon was riding her bicycle when she was hit by a city owned vehicle driven by a city employee causing her to suffer pain in her left ankle, right knee, neck, and lower back, and seek considerable medical treatment and physical therapy.

Current Activity

Simon is willing to settle all of her claims against the City, including all costs and attorney's fees incurred in this matter, for the total sum of \$40,000.00. The enclosed Resolution provides for approval of the settlement of the Lawsuit in the total amount of \$40,000.00, including attorney's fees and costs, thereby disposing of all claims that were or could have been asserted against the City and its employees by Simon.

Funding from the contingency account within the Insurance Services Fund.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SETTLEMENT OF ALL CLAIMS AGAINST THE CITY IN THE LITIGATION STYLED *CARLINE SIMON VS. CITY OF DEERFIELD BEACH, ET. AL.*; AUTHORIZING EXECUTION OF DOCUMENTS NECESSARY TO EFFECTUATE THE SETTLEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Carline Simon (“Simon”) filed a lawsuit against the City of Deerfield Beach styled *Carline Simon vs. City of Deerfield Beach, et. al.*, Case No. CACE-18-023855, in the Seventeenth Circuit Court in and for Broward County, Florida (the “Lawsuit”); and

WHEREAS, the Lawsuit alleges that Simon was riding her bicycle when she was hit by a city owned vehicle driven by a city employee causing her to suffer pain in her left ankle, right knee, neck, and lower back, and seek considerable medical treatment and physical therapy; and

WHEREAS, Simon is willing to settle all of her claims against the City, including all costs and attorney’s fees incurred in this matter, for the total sum of \$40,000.00; and

WHEREAS, although the City asserts that it was not responsible for the Simon’s alleged damages, the City Commission desires to approve the settlement of the Lawsuit in the total amount of \$40,000.00, including attorney’s fees and costs, thereby disposing of all claims that were or could have been asserted against the City and its employees by Simon.

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

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

Section 2. The City Commission hereby approves the settlement of the Lawsuit for the total amount of \$40,000.00, including attorney’s fees and costs, thereby disposing of all claims against the City and its employees that were or could have been asserted by Simon against the City or its employees.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-943

Agenda Date: 10/5/2021

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Award of Invitation to Bid #21-45-PC for the Dixie Highway Landscape Improvements - Hillsboro Blvd. to SW 10th Street (Rebid); authorizing execution of an agreement with Gardening Angel Nursery, Inc., the lowest priced responsive and responsible bidder, in an amount not to exceed \$129,838.45; providing for an effective date. (Funds from Account #614-8000-539-32-16 - Non-Departmental/Landscaping Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: Estimated Spend \$140,000

Account Name: Non-Departmental/Landscaping Services

Account Number: 614-8000-539-32-16

Background/History

The City of Deerfield Beach (the "City") requires the services of a qualified contractor for the Dixie Highway Landscape Improvements from Hillsboro Blvd. to SW 10th Street.

Current Activity

The Purchasing and Contract Administration Division issued an Invitation to Bid ("ITB") for Dixie Highway Landscape Improvements – Hillsboro Blvd to SW 10th Street (Rebid), ITB #21-45-PC. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- On August 20, 2021, the ITB was advertised in the legal notices section of the Sun-Sentinel. The notice was sent to one hundred and ninety-five (195) prospective Offerors via the e-Procurement Marketplace.
- Thirteen (13) vendors viewed the documents of the ITB.
- On September 13, 2021 at 10:00 a.m. EST, the Purchasing and Contract Administration Division closed and unsealed four (4) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the ITB requirements.
- The apparent low Offeror, Gardening Angel Nursery, Inc. met all the requirements and meets the City's Disadvantage Business Enterprise goal of fifty percent (50%) as a Broward County Certified Small Business Enterprise (SBE).
- The Purchasing and Contract Administration Division reviewed the response and discussed it with the City Landscape Architect and concluded that Gardening Angel Nursery, Inc. response meets all

the requirements of the ITB. The City Landscape Architect has selected Bid Line Items 1 – 10 and 12 in the amount of \$129,838.45.

- Reference checks were conducted on Gardening Angel Nursery, Inc. and revealed positive ratings. In summary, Gardening Angel Nursery, Inc. is the lowest, responsive and responsible Offeror able to meet the ITB requirements.

Recommendation

The award recommendation of this ITB is to Gardening Angel Nursery, Inc.



Memorandum

TO: Eric Power, Director of Planning & Development Services

FROM: Paul Collette, Buyer

THRU: Ivelsa Guzman, Purchasing Manager

DATE: September 16, 2021

RE: **Dixie Highway Landscape Improvements – Hillsboro Blvd to SW 10th Street (Rebid), ITB #21-45-PC**

The Purchasing and Contract Administration Division issued an Invitation to Bid (ITB) for Dixie Highway Landscape Improvements – Hillsboro Blvd to SW 10th Street (Rebid), ITB #21-45-PC. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- On August 20, 2021, the ITB was advertised in the legal notices section of the Sun-Sentinel. The notice was sent to one hundred and ninety-five (195) prospective Offerors via the e-Procurement Marketplace.
- Thirteen (13) vendors viewed the documents of the ITB.
- On August 30, 2021, the ITB closing date was extended from September 1, 2021 to September 13, 2021 to allow Offerors additional time to prepare and submit their responses.
- On September 13, 2021 at 10:00 a.m. EST, the Purchasing and Contract Administration Division closed and unsealed four (4) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the ITB requirements.
- The apparent low Offeror, Gardening Angel Nursery, Inc. met all the requirements and meets the City's Disadvantage Business Enterprise goal of fifty percent (50%) as a Broward County Certified Small Business Enterprise (SBE).
- The Purchasing and Contract Administration Division reviewed the response and discussed it with the City Landscape Architect and concluded that Gardening Angel

- Nursery, Inc. response meets all the requirements of the ITB. The City Landscape Architect has selected Bid Line Items 1 – 10 and 12 in the amount of \$129,838.45.
- Reference checks were conducted on Gardening Angel Nursery, Inc. and revealed positive ratings.
- Documentation related to this solicitation may be obtained by emailing Sandra Francis at sfrancis@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, Gardening Angel Nursery, Inc. is the low, responsive and responsible Offeror able to meet the ITB requirements; therefore, the award recommendation of this ITB is to Gardening Angel Nursery, Inc.

Please use this memorandum and all attachments as your backup to the City Manager for the next available City Commission meeting.

Att. Tabulation Sheets, Scope of Work

c: Harold Hoyte, City Landscape Architect

1	Supply and Install Trees - Bulnesia arborea / Maracaibo Lignum Vitae, 45 gal. 3" Caliber, 10 - 12" OA, Container or Field Grown as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Innova Firm	8	ea	\$392.25	\$3,138.00	
	Gardening Angel Nursey	8	ea	\$395.00	\$3,160.00	
	Landscape Service Professionals, Inc.	8	ea	\$750.00	\$6,000.00	10' max only available
	Arazoza Brothers Corp.	8	ea	\$1,123.00	\$8,984.00	
2	Supply and Install Trees - Sabal palmetto / Cabbage Palmetto, 45 gal., 6' - 10' GW, Field Grown as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Gardening Angel Nursey	27	ea	\$225.00	\$6,075.00	
	Innova Firm	27	ea	\$409.50	\$11,056.50	
	Landscape Service Professionals, Inc.	27	ea	\$425.00	\$11,475.00	
	Arazoza Brothers Corp.	27	ea	\$750.00	\$20,250.00	
3	Supply and Install Trees - Bursera simaruba / Gumbo Limbo, 45 gal., 3" Caliber, 10' - 12' OA, Container or Field Grown as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Innova Firm	9	ea	\$340.50	\$3,064.50	
	Gardening Angel Nursey	9	ea	\$375.00	\$3,375.00	
	Landscape Service Professionals, Inc.	9	ea	\$550.00	\$4,950.00	
	Arazoza Brothers Corp.	9	ea	\$975.00	\$8,775.00	
4	Supply and Install Trees - Thrinax radiata / Florida Thatch Palm, 15 gal., 3' GW, Container or Field Grown as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Innova Firm	16	ea	\$214.00	\$3,424.00	
	Gardening Angel Nursey	16	ea	\$350.00	\$5,600.00	
	Landscape Service Professionals, Inc.	16	ea	\$675.00	\$10,800.00	
	Arazoza Brothers Corp.	16	ea	\$855.00	\$13,680.00	
5	Supply and Install Shrubs - Aechmea blanchetiana Orangeade / Orangeade Bromeliad, 3 gal., 2' x 2', 24" o.c. as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Gardening Angel Nursey	112	ea	\$20.00	\$2,240.00	
	Landscape Service Professionals, Inc.	112	ea	\$29.50	\$3,304.00	
	Innova Firm	112	ea	\$33.48	\$3,749.76	
	Arazoza Brothers Corp.	112	ea	\$80.00	\$8,960.00	

6	Supply and Install Shrubs - Pennisetum setaceum "Alba" / White Fountain Grass, 3 gal., 2' x 2', 24" o.c. as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Gardening Angel Nursey	1250	ea	\$7.50	\$9,375.00	
	Innova Firm	1250	ea	\$8.18	\$10,225.00	
	Landscape Service Professionals, Inc.	1250	ea	\$10.00	\$12,500.00	
	Arazoza Brothers Corp.	1250	ea	\$18.00	\$22,500.00	
7	Supply and Install Shrubs - Tripsacum dactyloides / Fakahatchee Grass, 3 gal., 2' x 2', 36" o.c. as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Gardening Angel Nursey	1332	ea	\$7.50	\$9,990.00	
	Innova Firm	1332	ea	\$9.33	\$12,427.56	
	Landscape Service Professionals, Inc.	1332	ea	\$9.50	\$12,654.00	
	Arazoza Brothers Corp.	1332	ea	\$12.00	\$15,984.00	
8	Supply and Install Shrubs - Muhlenbergia capillaris / Pink Muhly Grass, 3 gal., 2' x 2', 24" o.c. as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Gardening Angel Nursey	2253	ea	\$7.50	\$16,897.50	
	Innova Firm	2253	ea	\$8.00	\$18,024.00	
	Landscape Service Professionals, Inc.	2253	ea	\$10.00	\$22,530.00	
	Arazoza Brothers Corp.	2253	ea	\$13.00	\$29,289.00	
9	Supply and Install Shrubs - Nerium oleander "Dwarf Pink Ice" / Dwarf Pink Ice Oleander, 3 gal., 2' x 2', 24" o.c. as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Gardening Angel Nursey	832	ea	\$11.00	\$9,152.00	
	Innova Firm	832	ea	\$15.94	\$13,262.08	
	Arazoza Brothers Corp.	832	ea	\$16.00	\$13,312.00	
	Landscape Service Professionals, Inc.	832	ea	\$22.50	\$18,720.00	Limited availability-may require substitution
10	Supply and Install Ground Covers - Solenostemon scutellarioides / Coleus, 1 gal., 12" x 12", 12" o.c. as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Gardening Angel Nursey	2484	ea	\$4.50	\$11,178.00	
	Landscape Service Professionals, Inc.	2484	ea	\$4.50	\$11,178.00	
	Innova Firm	2484	ea	\$7.60	\$18,878.40	
	Arazoza Brothers Corp.	2484	ea	\$11.50	\$28,566.00	

11	Bid Alternate 1: Supply and Install Ground Covers - Juniperus horizontalis "Blue Rug" / Blue Rug Juniper, 3 gal., 14" x 14", 24" o.c. as per bid documents.				
----	--	--	--	--	--

Supplier	QTY	UOM	Unit Price	Extended	Bid Line Items 1 - 10 and 11 (Bid Alternate #1)	Supplier Notes
Gardening Angel Nursey	6641	ea	\$9.00	\$59,769.00	\$136,811.50	This type of Juniper is primarily grown north of Florida with a few growers in state; highly likely that this quantity will not be available.
Landscape Service Professionals, Inc.	6641	ea	\$11.00	\$73,051.00	\$187,162.00	
Innova Firm	6641	ea	\$11.00	\$73,051.00	\$170,300.80	
Arazoza Brothers Corp.	6641	ea	\$13.00	\$86,333.00	\$256,633.00	

12	Bid Alternate 2: Supply and Install Ground Covers - Ficus microcarpa 'Green Island' / Green Island Ficus, 3 gal., 14" x 14", 24" o.c. as per bid documents.				
----	--	--	--	--	--

Supplier	QTY	UOM	Unit Price	Extended	Bid Line Items 1 - 10 and 12 (Bid Alternate #2)	Supplier Notes
Gardening Angel Nursey	6641	ea	\$7.95	\$52,795.95	\$129,838.45	
Innova Firm	6641	ea	\$8.30	\$55,120.30	\$152,370.10	
Landscape Service Professionals, Inc.	6641	ea	\$9.50	\$63,089.50	\$177,200.50	
Arazoza Brothers Corp.	6641	ea	\$13.00	\$86,333.00	\$256,633.00	

13	Bid Alternate 3: Supply and Install Ground Covers - Liriope muscari 'Evergreen Giant' / Evergreen Giant Lilyturf, 3 gal., 12" x 12", 18" o.c. as per bid documents.				
----	--	--	--	--	--

Supplier	QTY	UOM	Unit Price	Extended	Bid Line Items 1 - 10 and 13 (Bid Alternate #3)	Supplier Notes
Landscape Service Professionals, Inc.	11806	ea	\$4.50	\$53,127.00	\$167,238.00	There are multiple similar cultivars of liriope grown locally. Obtaining this quantity of this specific cultivar id doubtful. A one gallon size is more readily available they would be priced at \$4.75 each.
Innova Firm	11806	ea	\$6.00	\$70,836.00	\$168,085.80	
Gardening Angel Nursey	11806	ea	\$8.50	\$100,351.00	\$177,393.50	
Arazoza Brothers Corp.	11806	ea	\$12.50	\$147,575.00	\$317,875.00	

14	Supply and Install Mulch as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Arazoza Brothers Corp.	1	yd3	\$30.00	\$30.00	
	Gardening Angel Nursey	1	yd3	\$34.00	\$34.00	
	Landscape Service Professionals, Inc.	1	yd3	\$45.00	\$45.00	
	Innova Firm	1	yd3	\$50.00	\$50.00	

15	Supply and Install Sod, St. Augustine as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Gardening Angel Nursey	1	ft2	\$0.55	\$0.55	
	Arazoza Brothers Corp.	1	ft2	\$0.70	\$0.70	
	Landscape Service Professionals, Inc.	1	ft2	\$0.75	\$0.75	
	Innova Firm	1	ft2	\$1.15	\$1.15	

SECTION VI – SCOPE OF WORK

1. General

The City of Deerfield Beach, Florida (the City) invites qualified and experienced vendors to submit bids and to supply all labor, equipment and supplies to install trees, palms and other plant material, as required for the Landscape Division in the Planning and Development Services Department. The installation shall occur on the east side of Dixie Highway, south from Hillsboro Blvd to SW 10th Street, between the columns and fence (west of FEC Railway) to the east and the edge of road to the west, in the City of Deerfield Beach, FL.

2. Tree Specifications

The Contractor shall supply trees at a minimum of Florida No. 1 Grade, as described by the Florida Grades and Standards and shall be equal to or better than that called for in these specifications. This includes, but is not limited to one straight, damage free central leader, evenly distributed branches, and a healthy root system free of circling/girdling roots and open wounds.

3. Plans

Refer to Attachments, Exhibit II – Plans for trees and plant material locations.

4. Standards of Plant Material

All plant material shall be nursery grown except where specified as collected material, and shall comply with all required inspections, grading standards and plant regulations as set forth by the Florida Department of Agriculture's "Grades and Standards for Nursery Plants" revised 1973, or with any superseding specifications that may be called for in the purchase order.

- Health and variety
- Condition of foliage
- Root system
- Freedom from pest or mechanical damage
- Heavily branched and densely foliated

According to the accepted of balled and burlapped (B&B) and wire balled and burlapped (WB&B) plants.

5. Balled and Burlapped (B&B) and Wired Balled and Burlapped (WB&B) Plants

- a. These plants shall be properly protected until they are planted. The plant shall be handled only by the earth ball and not by the plant itself.
- b. Any (B&B) or (WB&B) plant that shows evidence of having been handled by a method other than the method outlined above, resulting in a cracked or broken ball or the roots being loosened within a ball shall be rejected.
- c. For plants grown in soil of a loose texture, which does not readily adhere to the root system, (especially in the case of large plant material) WB&B plants may be specified. For WB&B plants, before the plant is removed from the hole, sound hog wire shall be placed around the burlapped ball and must be substantially packaged by the tightened wire netting such as to prevent disturbing of the loose soil around the roots during handling.

- d. All burlap, wire mesh, or other approved method to protect the root ball shall be removed prior to planting.

6. Container Grown (CG) Plants

- a. Any container grown (CG) plants, which have become “Root Bound” or for which the top system is out of proportion (longer) to the size of the container, will not be acceptable.
- b. With metal containers, unless the root-ball system slips easily and unbroken from the can, a nursery can-cutter shall be used to slit the can in such a way that the can may be opened fully.
- c. Container grown plants shall not be removed from the can until immediately before planting, and with all due care to prevent damage to the root system.

7. Plant Material

- a. Except where another grade is specifically called for in the plans, all plant material shall be no less than Florida No. 1 Grade unless otherwise specified at the time of final inspection immediately prior to the acceptance by the City Landscape Architect.
- b. All plant material shall have a habit of growth that is normal for that species and shall be sound, healthy, vigorous and free from insects, plant diseases and injuries.
- c. **Trees and shrubs** – Requirements for the measurement, branching character, ball diameter, depth and other standards shall follow the Code of Standards recommended by the American Association of Nursery Stock, Bulletin Z-60.1 1973 and as revised.
- d. Plant material showing signs of die-back or leaf-drop will not be accepted and must be removed from the job immediately if so directed by the City Landscape Architect. Therefore, any plant material with tendencies toward leaf-drop or die-back must be root pruned early enough to provide a sound network of hair roots prior to relocation to the job site.
- e. Mechanical destruction of foliage resulting from root pruning shall not affect more than ten percent (10%) of the total foliage prior to planting on the job site. Loss of foliage caused by seasonal change will not be accepted.
- f. Whenever Spanish Moss (*Tillandsia Unseoides*) exists on plant material, it shall be completely removed prior to planting on the job site to prevent spreading the Spanish Moss to other parts of the project.

8. Shipping and Handling

- a. The movement of nursery stock shall comply with all Federal, State and local laws and regulations. Therefore, the required inspection certificate shall accompany each shipment and shall be filed with the City Landscape Architect.
- b. Wrap root balls with burlap. Wire wrap burlap if root ball is not sufficiently compacted. Palms will not require burlap wrapping if the following requirements are met:

- i. Dug from marl or heavy soil that adheres to roots and retains shape without shattering.
- ii. Moistened material used to cover ball and roots not exposed to wind and sun.
- iii. Transport materials on vehicles large enough to allow plants not to be crowded. Plants shall be covered to prevent wind damage during transit.

9. Quantities and Locations

- a. The City Landscape Architect or designee reserves the right to adjust the number and locations of the designated types and species to be used at any of the locations shown on the plans in order to provide for any modifications which might become necessary.
- b. The City Landscape Architect reserves the right to remove trees from the list on Bid Schedule as revisions occur to the Florida Exotic Pest Plant Council (FLEPPC) invasive species list.

10. Chlorosis

The allowable level of Chlorosis in foliage shall be as set forth in the Florida Department of Agriculture's "Grades and Standards for Nursery Plants."

11. Planting Soil

- a. The Contractor shall supply and apply planting soil to complete the work as specified in the bid documents.
- b. The planting soils shall be sandy loam (50-60% sand, 20-30% muck, and 10-15% silt) typical of the locality. The soil must be taken from ground that has never been stripped, with a slight acid reaction (5.5 to 6.5 ph) and without an excess of calcium or carbonate. Soil shall be delivered in a loose fixable condition. Thoroughly mix excavated existing soil with planting soil, provided that a high ratio of rock does not exist (10-20%).
- c. The cost of the planting soil shall be included in the cost of installation of trees and plant material.

12. Staked and Guyed

All trees are to be staked and guyed in a horticulturally-approved manner.

- a. Contractor shall provide burlapped sacks and wood bracing to be added to trees and palms for bracing.
- b. Stakes are to be below ground level.
- c. Guy lines are to be encased in PVC pipe.
- d. Any nails to be used must not contact or penetrate the bark of the tree.
- e. Flagging of guy lines must provide adequate warning to passer's by.

13. Preparations for Planting

- a. Plant locations must be staked or marked prior to the plant hole excavation or placing on deck.

- b. The excavation of the plant holes shall be roughly cylindrical in shape with the sides approximately vertical. The City Landscape Architect reserves the right to adjust the size and shape of the plant hole and the location of the plant in the hole to compensate for unanticipated structures or unanticipated factors. All plant holes shall be sufficiently deep to allow for a twelve-inch (12") layer of compacted planting soil under the ball when it is set to grade. The bottom of the hole shall be loosened at least six inches (6") deeper than the required depth of excavation. Plants shall be set straight or plumb in locations.
- c. All plant holes to accommodate plants with ball sizes less than twenty-four inches (24") in diameter shall be at least eighteen inches (18") greater than the diameter of the ball. All plant holes to accommodate plants with ball sizes two feet (2') and larger in diameter shall be at least two feet (2') greater than the diameter of the ball.
- d. Plant holes to accommodate all plants with ball sizes five feet (5') and larger shall be at least thirty-six inches (36") greater than the diameter of the ball.
- e. The excavated material from the plant holes may not be used to back fill around the plant material. Such material shall be disposed of either on the project site or off the site as directed by the City Landscape Architect.
- f. Plant holes for shrub material planted in mass shall meet all requirements listed above for plant holes. The plant holes shall not be individual holes but one continuous hole or excavation.

14. Installations

- a. Installations must meet City of Deerfield Beach codes and must pass the City Landscape Architect's inspection prior to invoicing. Inspections shall be scheduled at least ten days in advance and prior to mulching.
- b. When lowered into the hole the plants shall rest in the prepared hole bottom such that the roots after settlement are level, or slightly above the level of its previous growth condition and the final level of the ground around the plant shall conform to the surrounding grade. The plants shall be set straight or plumb or normal to the relationship of their growth prior to transplanting.
- c. Trees that are too large for handling by hand, if moved by winch or crane, must be thoroughly protected from chain, rope or cable marks guiding, bark slippage, limb breakage and any other damage that might occur by improper handling or negligence.
- d. After installation work areas of the trees, plant material and sod shall be left clean of all debris.

15. Backfilling

Backfill the bottom two-thirds of the planting hole and firmly tamp and settle by watering as backfilling progresses. After having tamped and settled the bottom two-thirds of the hole, thoroughly puddle with water and fill remaining one-third of the hole with planting soil, tamping and watering to eliminate air pockets.

16. Watering

- a. The Contractor shall water the trees and plants to develop uniform coverage and deep-water penetration of at least eighteen inches (18") after installation. The Contractor shall avoid erosion, puddling and washing soil away from tree and plant roots.
- b. Trees and Palms shall be watered in during the establishment period and all shrub and ground cover (plant material and sod) by water truck. The City shall provide a sprinkler system to assist in watering on most of the site. Contractor watering shall continue as described until City Landscape Architect gives written notice that the sprinkler system is fully functional.

17. Weeding

In the event that weeds or other undesirable vegetation becomes prevalent to such an extent that they threaten plant material, they shall be removed as directed by the City Landscape Architect. If necessary, the plant material and/or planting soil shall be replaced as needed to eliminate the weeds at the expense of the Contractor.

18. Mulch

- a. Within twenty-four (24) hours after planting, planting areas must be mulched as called for in the bid specifications. The mulch shall be uniformly applied to a depth of three inches (3") over all shrub and ground cover areas and any other area indicated on the plans. Mulch must be at least three inches (3") away from trunk of the tree. Bidders shall supply and apply mulch to complete the work as specified in this ITB.
- b. Mulch ring must be large enough to encompass the staking materials, a minimum of forty-eight inches (48") in diameter and be enlarged to a greater size if necessary.
- c. Mulch shall be certified, natural or gold color and shredded. It must be uniformly shredded and be free from large pieces of bark and foreign matter. Cypress or red mulch is not acceptable. Samples must be submitted for evaluation. We are looking for an environmentally friendly mulch which contains no pressure treated (CCA) wood, no pallets, no plywood, no C&D wood, no cypress trees and no non-organic additives and chemicals.
- d. Bidders shall provide a unit cost per cubic yard for mulch.

19. Sod

- a. The Contractor shall supply and install St Augustine grass to complete the work as specified in this ITB.
- b. The Contractor shall prepare the ground surfaces from bumps and holes to make sure the area is level prior to installation of the sod.
- c. The Contractor shall water the sod with a water truck as required to prevent the sod from dying. The City shall provide a sprinkler system to assist in watering the sod, however contractor watering shall continue as described until City Landscape Architect gives written notice that the sprinkler system is fully functional.

- d. The Contractor shall install the St Augustine grass to be tightly butt at the edges against each other and avoid gaps and overlaps
- e. Bidders shall provide a unit cost per square foot for sod.

20. Substitutions

- a. Substitutions of trees and plant materials or change in the size of plant material will only be permitted upon submission of documented proof that the particular tree and size specified is not obtainable. The City Landscape Architect reserves the right to attempt to locate requested trees and plant material from other sources if the Contractor cannot provide.
- b. Where B&B or WB&B plants are specified, CG plants of the same species, etc., will not be accepted. Where a B&B or WB&B is not specified on a particular plant material, B&B, WB&B or CG plants may be used provided they meet all specifications.

21. Guarantee

The trees and plant materials shall be guaranteed for one (1) year from final acceptance by the City.

22. Replacement

- a. The guaranteeing of plant material shall be construed to mean the complete and immediate replacement of tree or plant material if it is:
 - i. Not in a healthy growing condition.
 - ii. There is a question to its survival ability at the end of the one (1) year guarantee period.
 - iii. It is not alive.
- b. Replacement of trees and plant material shall be of the same species, quality and grade as that of the trees and plant materials to be replaced. The size of the replacement shall not necessarily be the same size as the original specified tree or plant material at its initial planting. The replacement shall be of equal size to the tree and plant material to be replaced at the time it has been determined that it must be replaced. However, if for some reason, the plant to be replaced is smaller than the size originally specified, the replacement shall be at least equal to the originally specified size. Replacements shall be guaranteed for a period equal to the originally specified guarantee. This guarantee period shall begin at the time of plant replacement.
- c. The guarantee shall be null and void for trees and plant materials which are damaged or die as a result of "Acts of God" limited to hail, freeze, lightning, winds which exceed hurricane force, and lethal yellowing, provided the plant was in a healthy growing condition prior to these "Acts of God".

23. Utilities

- a. The location of existing utilities (overhead and underground) shall be thoroughly investigated and verified by the Contractor before the work begins in the area of said utilities.

- b. The Landscape Contractor shall exercise care in digging and working so as not to damage existing utilities in said areas, such as underground pipes, cables, wires, etc. Should such overhead or underground obstructions be encountered, which interfere with the installation of trees and other plant materials, the City Landscape Architect shall be immediately informed in order for a decision to be made on the relocation of trees and plant materials in order to clear the obstruction. Contractor shall be responsible for the immediate repair of any damage or change to utilities caused by his/her work.
- c. While the City is unaware of any major utilities, it is incumbent on the awarded Contractor for notifying the City of any utilities.

24. Maintenance of Traffic (MOT)

- a. Contractor shall provide all items necessary to protect, warn and/or maintain vehicular and pedestrian traffic during the course of work.
- b. The Maintenance of Traffic Plan and all traffic warning and control devices shall conform to the applicable provisions of the latest editions of the national "Manual on Uniform Traffic Control Devices" (MUTCD), the 600 series of the Florida Department of Transportation's "Roadway and Traffic Design Standards", and Broward County's Minimum Standards Applicable to Public Rights of Way Under Broward County Jurisdiction".
- c. If necessary, Contractor/Permittee agrees that at all times while on the Property of the Railway, they will conduct themselves in a businesslike manner, performing such work as they are competent to perform. Permittee may enter the Property only during normal business hours and should make arrangements to enter the Property at other times after agreement from the Railway. In addition, prior to entering into, or working on or near the Railway's right of way, Permittee will need to contact Florida Sunshine at 1-800-432-4770 for utility locates, as you will be working around live fiber optic cables at this location. The Railway's signal cables are not listed with Sunshine and require a separate locate. Call 1-800-342-1131 ext. 2377 and selection option 1 to schedule a signal cable locate. Call the same number, 1-800-342-1131 ext. 2377 and select option 2 for a watchman. The watchman will have to be scheduled 72 hours in advance of the start date of the Project. To maintain a safe working environment, a watchman will have to be present anytime Contractor/Permittee is working within Railway's right of way and Permittee must be accompanied by a representative of Railway at all times while on the property of Railway. The cost of a watchman is approximately \$1,200 per day. Note, the FEC Field Superintendent, Tom Cullen (954-258-9970) has approved the plans and has stated that watchmen are not required if all work is performed west of the columns and fence, as this is a barrier between work area and FEC tracks. However, Contractor is responsible for contacting the FEC to confirm whether watchmen are required and any cost associated with this work.

25. Clean-Up and Worksite Appearance

The Successful Offeror at all times shall keep the worksite free from accumulation of waste materials, rubbish and debris caused by Successful Offeror's operations. At the completion of the work, Successful Offeror shall remove all waste materials, debris, tools, equipment, machinery, and surplus materials from and about the worksite, and return the worksite to a condition suitable for use by the City. All waste materials, rubbish and debris shall be disposed of in accordance with all Federal, State and local codes and regulations.

26. Quality Assurance

All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the workmanship on the job throughout the duration of their responsibility.

27. Protection of Property

- a. The Contractor shall at all times guard against damage or loss to the City property and any other persons in or around the work site, and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the City's Park Superintendent or designee. Replacement or repairs shall begin within five (5) days of the incident that caused the damage.
- b. The Contractor and its subcontractor(s) shall clean, repair or replace any item damaged during the performance of the services to the satisfaction of City at no additional cost.
- c. The City reserves the right, at its sole and absolute discretion, to repair any damages caused by the Contractor and deduct the actual cost of repairs from the payment to the Contractor.

28. Personnel

- a. The City may, in its sole and absolute discretion, require the Consultant to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interests of the City. The City shall not have any duty to implement or enforce such requirements and such obligation shall be the sole responsibility of the Consultant to immediately address upon the City's notification to the Consultants supervisory staff on-site or the managerial point of contact designated to the contract.
- b. The Contractors employees performing work on City property shall be in uniforms with the company's name, clean, courteous, sober and competent. The Contractor agrees to be responsible for such personnel. All Contractors' personnel dealing with the public under this contract, shall be identified by name using a nametag or embroidered name on their uniform. The Contractor agrees that the owners of the company, or officers if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for acts of their personnel while on duty.
- c. At least one (1) employee in a supervisory role at the worksite must be able to communicate clearly and fluently in the "English" language.
- d. All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them.

29. Contractors Equipment and Vehicles

- a. Contractor's equipment shall be maintained in an efficient and safe operating condition while performing work under this contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City may direct the Contractor to remove such equipment

and/or operator until the deficiency is corrected to the satisfaction of the City. The Contractor shall be responsible and liable for injury to persons caused by the operation of the equipment.

- b.** Contractor's vehicles used on City projects shall be clean and presentable, in working condition, and identified with the name of the company and properly licensed.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF INVITATION TO BID #21-45-PC FOR THE DIXIE HIGHWAY LANDSCAPE IMPROVEMENTS – HILLSBORO BLVD. TO SW 10TH STREET (REBID); AUTHORIZING EXECUTION OF AN AGREEMENT WITH GARDENING ANGEL NURSERY, INC., THE LOWEST PRICED RESPONSIVE AND RESPONSIBLE BIDDER, IN AN AMOUNT NOT TO EXCEED \$129,838.45; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) requires the services of a qualified contractor for the Dixie Highway Landscape Improvements from Hillsboro Blvd. to SW 10th Street (the “Project”); and

WHEREAS, the City issued Invitation to Bid No. 21-45-PC for the Dixie Highway Landscape Improvements – Hillsboro Blvd. To SW 10th Street (Rebid) (the “ITB”); and

WHEREAS, the ITB was advertised in the legal notices section of the Sun Sentinel on August 20, 2021, and the notice was also sent to 195 prospective bidders via the e-Procurement Marketplace; and

WHEREAS, 13 vendors viewed the ITB documents; and

WHEREAS, on September 13, 2021 at 1:00 p.m., the ITB due date and time, the Purchasing and Contract Division (the “Division”) closed and unsealed the four bids that were timely received, and reviewed the bids to ensure they met the ITB requirements; and

WHEREAS, the Division reviewed the bid submitted by Gardening Angel Nursery, Inc. (“Gardening Angel”), the apparent low bidder, discussed it with the City Landscape Architect, and concluded that Gardening Angel met all the requirements of the ITB; and

WHEREAS, the Division recommends that the City Commission approve the award of the ITB to Gardening Angel, the lowest responsive and responsible bidder to the ITB, and authorize execution of an agreement with Gardening Angel for the Project in an amount not to exceed \$129,838.45 (the “Agreement”).

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

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

Section 2. The City Commission hereby approves the award of the ITB to Gardening Angel for the Project.

Section 3. The City Manager is hereby authorized to execute the Agreement with Gardening Angel for the Project in an amount not to exceed \$129,838.45, consistent with the terms of the ITB, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-795

Agenda Date: 10/5/2021

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, authorizing the use of Law Enforcement Trust Funds in the total amount of \$554,000.00 for programs and equipment meeting the statutory requirements of Section 932.7055, F.S. for use of Law Enforcement Trust Funds; providing for an effective date. (Funds from Law Enforcement Trust Funds)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$554,000

Expenditure/Uses of Funding Account Number: 601-3005-521-60-43 at \$438,000

Expenditure/Uses of Funding Account Name: Law Enforcement Trust Fund - Other Contractual Services

Expenditure/Uses of Funding Account Number: 601-3005-529-32-99 at \$116,000

Expenditure/Transfer to Law Enforcement Trust Fund 601-8000-581-90-52 at (\$554,000)

Background/History

Pursuant to the Florida Contraband Forfeiture Act, Section 932.7055, Fla. Stat., seized and/or forfeited assets may be expended upon request of the Chief of Police to the municipal governing body for purposes such as public safety related crime prevention and safe neighborhood initiatives, crime and drug prevention, and other law enforcement purposes.

Current Activity

The Broward Sheriff's Office, Deerfield Beach District 10 ("BSO") has requested authorization from the City to use Law Enforcement Trust Funds ("LETf") for the following programs and purchases:

Grant Donations

1. To provide a grant to Women in Distress, a 501c3 qualified organization, in an amount not to exceed \$37,500.00, for the purposes of addressing issues related to security, public and neighborhood safety, and crime prevention, at their Deerfield Beach location.
2. To provide a grant to the Deerfield Beach Historical Society, a 501c3 qualified organization, in an amount not to exceed \$45,000.00, for the purposes of addressing issues related to security, public and neighborhood safety, and crime prevention, at their various Deerfield Beach

locations.

Operations.

In addition to these donated funds for the purposes of enhancing public safety, the following purchases are also requested:

1. To purchase and provide specialized equipment, in an amount not to exceed \$125,000.00, to be installed at City Hall and other City-owned infrastructure/park locations, for the purposes of addressing issues related to security, neighborhood and public safety, and crime prevention, based on BSO-City collaborative site surveys and needs analyses.
2. To purchase two 4-camera, enhanced Mobile License Plate Reader ("LPR") systems integrated with Parking Enforcement software for use by Traffic Enforcement Unit personnel to increase the scope of parking enforcement operations to include full-time deputies, at a cost not to exceed \$74,250.00. These systems will be integrated into our current OTIC systems infrastructure.
3. To purchase three deployable camera systems for long-term, undercover, or specialized criminal investigations, at a cost not to exceed \$29,750.00. Information from these devices will be integrated into our current OTIC systems infrastructure.
4. To purchase a base station communications radio to allow for immediate police and fire rescue communications from OTIC consoles and operators to field units, at a cost not to exceed \$9,000.00.
5. To purchase LPR and overview cameras for deployment at various locations throughout the City, at a cost not to exceed \$200,000.00.

Community Policing Initiatives.

Additionally, LETF funds are being requested for the following Community Oriented Policing initiatives:

1. Graffiti Abatement Project (GAP): This initiative seeks to combat local graffiti through youth education and community engagement, to include distribution of educational materials, meetings and teaching discussions with youth, emphasizing the full cost of such crime, and supporting alternatives to street-level graffiti. This initiative would also leverage existing vetting procedures of the City to select artists and graffiti-abatement art projects to be installed in areas experiencing high rates of graffiti-related crimes or at risk for graffiti. The cost of this initiative is not to exceed \$25,000.00.
2. Project HOPE (House of Prayer Engagement): This initiative seeks to further engage local houses of worship/prayer and religious groups regarding crime prevention, drug use, and neighborhood safety, specifically focusing on youth-related crime (e.g., physical bullying and cyberbullying, drug use, fighting) and family-related crimes (e.g., domestic violence), as well as suicide prevention education. Deputies would liaise with individual houses of worship to offer opportunities during and outside of worship times, when members are present, to present to congregations and provide resources to further these efforts. Funds would be used to purchase educational materials and equipment (e.g., tents and chairs) used for setting up mobile educational stations, at a cost not to exceed \$8,500.

See also the enclosed Memo from Captain Hofstein.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, AUTHORIZING THE USE OF LAW
ENFORCEMENT TRUST FUNDS IN THE TOTAL AMOUNT OF
\$554,000.00 FOR PROGRAMS AND EQUIPMENT MEETING THE
STATUTORY REQUIREMENTS OF SECTION 932.7055, F.S. FOR USE
OF LAW ENFORCEMENT TRUST FUNDS; PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, the Broward Sheriff's Office, Deerfield Beach District 10 ("BSO") has requested authorization from the City of Deerfield Beach (the "City") for the use of Law Enforcement Trust Funds ("LETf") for the following programs and purchases (collectively, the "Expenditures") as more fully set forth in the attached memorandum from BSO Captain Adam Hofstein who serves as the Chief of Police for the City:

Grant to Women in Distress - \$37,500
Grant to Deerfield Beach Historical Society - \$45,000
Specialized equipment - \$125,000;
Enhanced license plate reader systems ("LPR")
with parking enforcement software - \$74,250;
Deployable camera systems - \$29,750;
Base station communications radio - \$9,000;
LPR and overview cameras - \$200,000;
Graffiti Abatement Project - \$25,000; and
Project HOPE - \$8,500; and

WHEREAS, the Chief of Police recommends the expenditure of \$554,000 in LETf for the Expenditures; and

WHEREAS, the Chief of Police certifies that the expenditure of \$554,000 in LETf for the purchase of the Expenditures complies with Florida State Statute Section 932.7055 in that the funds will be used for an appropriate law enforcement purpose; and

WHEREAS, the Chief of Police certifies that the expenditure of \$554,000 in LETf for the Expenditures complies with Florida State Statute Section 932.7055 in that the funds are not being used as a normal source of revenue to meet the normal operating expenses of BSO; and

WHEREAS, based upon the request and certification by the Chief of Police, the City Commission finds that it is in the best interest of the citizens and residents of the City of Deerfield Beach to approve the expenditure of \$554,000 in LETf for the Expenditures.

**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 authorizes the total expenditure of \$554,000 in LETF for the Expenditures, as more fully set forth in the memorandum from BSO Captain Adam Hofstein, attached as Exhibit “A.”

Section 3. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution, including appropriating legally available LETF funds to effectuate the Expenditures, which appropriations are hereby approved.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Date: October 5, 2021

To: Mr. Dave Santucci
City of Deerfield Beach, City Manager

From: Captain Adam Hofstein
Broward Sheriff's Office, Deerfield Beach District, Chief

Subject: Expenditures from Law Enforcement Trust Fund (LETF)

In 2019, the City of Deerfield Beach Commission approved funds to begin the construction of the Operational and Tactical Intelligence Center (OTIC), to be located at the Broward Sheriff's Office station for police services. The purpose of OTIC is to increase the effectiveness and efficiency of law enforcement responses to life-safety issues and criminal activities throughout the City, utilizing on-going and real-time analytics and intelligence from varied and numerous sources. The ultimate goal of OTIC is to enhance public safety, reduce criminal activity, and increase solvability of crimes through an intelligence-led policing solution based on the integration of police activities with vetted, real-time intelligence and information.

Since OTIC's inception, and throughout 2020, BSO has been working with City officials, area residents, and local businesses to expand the capabilities of OTIC through various technology partnerships, so as to further enhance the level of police services provided to the City, and for the greater protection of businesses, residents, and visitors. Throughout this time, however, several areas of needed security and public safety improvements have been noted. In furtherance of these efforts, the following requests are made:

Grant Donations.

1. To provide a grant to Women in Distress, a 501c3 qualified organization, not to exceed \$37,500.00, for the purposes of addressing issues related to security, public and neighborhood safety, and crime prevention, at their Deerfield Beach location (address is confidential), pursuant to the recommendations of a site survey conducted by BSO detectives.
2. To provide a grant to the Deerfield Beach Historical Society, a 501c3 qualified organization, not to exceed \$45,000.00, for the purposes of addressing issues related to security, public and neighborhood safety, and crime prevention, at their various Deerfield Beach locations, pursuant to the recommendations of site surveys conducted by BSO detectives.

Operations.

In addition to these donated funds for the purposes of enhancing public safety, the following purchases are also requested:

1. To purchase and provide specialized equipment, not to exceed \$125,000.00, to be installed at City Hall and other City-owned infrastructure/park locations, for the purposes of addressing issues related to security, neighborhood and public safety, and crime prevention, based on BSO-City collaborative site surveys and needs analyses.
2. To purchase 2, 4-camera, enhanced Mobile License Plate Reader (LPR) systems integrated with Parking Enforcement software for use by Traffic Enforcement Unit personnel for increasing the scope of parking enforcement operations to include full-time deputies, at a cost not to exceed \$74,250.00. These systems would be integrated into our current OTIC systems infrastructure.
3. To purchase three (3) deployable camera systems for long-term, undercover, or specialized criminal investigations, at a cost not to exceed \$29,750.00. Information from these devices would be integrated into our current OTIC systems infrastructure.
4. To purchase a base station communications radio to allow for immediate police and fire rescue communications from OTIC consoles and operators to field units, at a cost not to exceed \$9,000.00.
5. To purchase License Plate Reader (LPR) and overview cameras for deployment at various locations throughout the City, at a cost not to exceed \$200,000.00.

Community Policing Initiatives.

Additionally, LETF funds are being requested for the following Community Oriented Policing initiatives:

1. Graffiti Abatement Project (GAP): This initiative seeks to combat local graffiti through youth education and community engagement, to include distribution of educational materials, meetings and teaching discussions with youth, emphasizing the full cost of such crime, and supporting alternatives to street-level graffiti. This initiative would also leverage existing vetting procedures of the City to select artists and graffiti-abatement art projects to be installed in areas experiencing high rates of graffiti-related crimes or at risk for graffiti. The cost of this initiative is not to exceed \$25,000.00.
2. Project HOPE (House of Prayer Engagement): This initiative seeks to further engage local houses of worship/prayer and religious groups regarding crime prevention, drug use, and neighborhood safety, specifically focusing on youth-related crime (e.g., physical bullying and cyberbullying, drug use, fighting) and family-related crimes (e.g., domestic violence), as well as suicide prevention education. Deputies would liaison with individual houses of worship to offer opportunities during and outside of worship times, when members are present, to present to congregations and provide resources to further these efforts. Funds would be used to purchase educational materials and equipment (e.g., tents and chairs) used for setting up mobile educational stations, at a cost not to exceed \$8,500.

The total LETF expenditures detailed herein will not exceed \$554,000.00

Pursuant to the Florida Contraband Forfeiture Act, I hereby certify that these expenditures are specifically in compliance with the provisions of Florida law, namely Florida State Statute Section 932.7055, which governs the allocation and use of such funds, including the distribution of funds to qualified and verified 501c3 organizations for specified purposes. I further certify that this request is consistent with the contractual agreement for law enforcement services between BSO and the City of Deerfield Beach.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-957

Agenda Date: 10/5/2021

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, waiving competitive solicitation requirements in accordance with Section 38-116(E) of the City Code; approving an agreement with United Way of Broward County, Inc. in an amount not to exceed \$30,000 for the United Way Reading Pals Program in the City of Deerfield Beach; authorizing execution of the Agreement; providing for implementation and an effective date. (Funds from Account #001-1700-554-32-99 - Other Contractual Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Cost: \$30,000

Account Number: 001-1700-554-32-99

Account Name: Other Contractual Services

Background/History

In FY 2017/18, the City began participating in United Way of Broward County ("UWBC") ReadingPals program (the "Program"). The Program is an initiative that was introduced in 2012 by UWBC as a means to help improve the reading levels of elementary students.

The Program focuses on ensuring children are exposed to the wonders of literature and are reading at grade level by the end of third grade. UWBC screens, engages, trains, and deploys volunteer "reading pals/reading coaches" in our community who dedicate one hour a week for 25 weeks to meet with at-risk children to improve participating children's literacy and language skills and provide the individual attention many children need to thrive. The Program also provides approximately 17 books for each child to take home to create a home library.

Current Activity

The City recently completed its 3rd year of participating in the Program at Park Ridge and Deerfield Park Elementary School. For the 2021/2022 school year, City staff is requesting the addition of a 3rd school, Deerfield Beach Elementary, to the Program. The cost for the Program for the 2021/2022 school year is \$30,000. For each school, the Program includes 20 first or second grade students, 20 ReadingPals mentors, a minimum of 17 books for each ReadingPal student, free books for all first- grade students plus literacy family night events.

Pursuant to Section 38-116(e) of the City Code, the City Commission may waive competitive solicitation

requirements of the City Code if the City Commission finds that it is in the best interests of the City to do so, and that the waiver will not inure to the financial disadvantage of the City.

The City staff is requesting that the City Commission waive the competitive solicitation requirements in Sec 38-127 of the Procurement Code with regards to the Purchase.

Recommendation

Staff recommends Commission approval of the agreement between the City of Deerfield Beach and the United Way of Broward County to continue the City's participation in the ReadingPals program for the 2021/2022 school year.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, WAIVING COMPETITIVE SOLICITATION REQUIREMENTS IN ACCORDANCE WITH SECTION 38-116(E) OF THE CITY CODE; APPROVING AN AGREEMENT WITH UNITED WAY OF BROWARD COUNTY, INC. IN AN AMOUNT NOT TO EXCEED \$30,000 FOR THE UNITED WAY READINGPALS PROGRAM IN THE CITY OF DEERFIELD BEACH; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, in Fiscal Year 2017/2018, the City began participating in the United Way of Broward County, Inc. (the “United Way”) ReadingPals Program (the “Program”); and

WHEREAS, the Program is an initiative that was introduced in 2012 by the United Way as a means to help improve the reading levels of elementary students, in an effort to ensure more children are reading at grade level by the end of third grade and are exposed to the wonders of literature; and

WHEREAS, Park Ridge Elementary and Deerfield Park Elementary have been participating in the Program, and staff is requesting the addition of a third school, Deerfield Beach Elementary, to the Program; and

WHEREAS, the Program includes 20 first or second grade students, 20 ReadingPals mentors, a minimum of 17 books for each ReadingPals student, free books for all first-grade students, and literacy family night events; and

WHEREAS, pursuant to Section 38-116 of the City Code, the City Commission may waive competitive solicitation requirements of the City Code if the City Commission finds that it is in the best interests of the City to do so, and that the waiver will not inure to the financial disadvantage of the City; and

WHEREAS, the City Commission finds it to be in the best interest of the City to waive competitive solicitation requirements of the City Code for the Program services provided by United Way and approve, and authorize execution of, an agreement with United Way for the Program, in an amount not to exceed \$30,000, attached as Exhibit “A” (the “Agreement”).

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

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

Section 2. The City Commission hereby approves the Agreement with the United Way, attached as Exhibit “A,” for the Program for the 2021-2022 school year.

Section 3. The City Manager and Mayor are authorized to execute the Agreement with United Way, attached as Exhibit “A,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND THE UNITED WAY OF BROWARD COUNTY

This Agreement is entered into the United Way of Broward County, Inc. ("United Way") and the City of Deerfield Beach (the "City"), with each being referred to herein as a "Party" or collectively as the "Parties" as follows:

WHEREAS, in an effort to ensure more children are reading at grade level by the end of third grade, United Way is convening "ReadingPals" – an early literacy initiative focused on screening, engaging, training, and deploying volunteer "reading coaches" in our community; and

WHEREAS, following the Common Core curriculum, these ReadingPals will meet weekly with at-risk children to improve participating children's literacy and language skills, and provide the individual attention many children need to thrive; and

WHEREAS, in FY 2017, the City of Deerfield Beach created an education initiative to promote quality education, encourage community involvement, and support local public schools through developing relationships with Broward County School Board, local public schools in Deerfield Beach, Broward Children's Service Council, Early Learning Coalition, and other community organizations; and

WHEREAS, the ReadingPals Program (the "Program") will assist the City in achieving the goals of the initiative; and

WHEREAS, the City is prepared to fund the Program in the amount of \$30,000 and the location of Program shall be at Park Ridge, Deerfield Park, and Deerfield Beach Elementary schools in the City of Deerfield Beach.

Now therefore be it agreed by and between the parties as follows;

1. The above representations are true and correct and made a party hereof as if fully set forth therein.
2. The services set forth herein shall be performed during the 2021-2022 school year at Park Ridge, Deerfield Park, and Deerfield Beach Elementary Schools in the City of Deerfield Beach and are subject to the cooperation of the Broward County School Board.
3. The program shall be operated by the United Way as follows:

A. Introduction:

In an effort to ensure more children are reading at grade level by the end of third grade, United Way is convening "ReadingPals" – an early literacy initiative focused on screening, engaging, training and deploying volunteer "reading coaches" in our community. Following the Common Core curriculum, these ReadingPals will meet weekly with at-risk children to improve participating children's literacy and language skills and provide the individual attention many children need to thrive.

We welcome the desire from the City of Deerfield Beach for the expansion of the ReadingPals program to serve additional schools in the City of Deerfield Beach.

Implement ReadingPals at three Public Schools located in Deerfield Beach during the 2021-2022 School year

(Each School-Includes 20 first and/or second grade students, 20 ReadingPals mentors, a minimum of 17 books for each ReadingPals student, free books for all first-grade students plus literacy family night events.)

B. Need:

There is a striking disparity in access to books at home between children of middle- and low-income households; the average middle-income home has 54 age-appropriate books for children, while a low-income home has 0-2. ^[1]

A child from a middle-income family typically enters first grade with about 1,000 hours of one-on-one picture book reading time with parents, other relatives, or teachers, compared with a child from a low-income family, who averages less than 100 hours. Further, first graders from lower-income families have a vocabulary half the size of children from higher-income families. By age 3, children in low-income homes will have heard one-third as many words as children in middle and high-income homes (10 million versus 30 million words).

There are multiple factors contributing to this disparity. Many children from low-income homes are also from at-risk homes with parents/caregivers who are non-English speaking, often absent from home and/or illiterate. Because books are scarce in these homes and children lack one-on-one time with an adult caregiver and the family support and encouragement to read and learn, these children often fall behind. According to the Broward County School Board, only 56% of Broward County students are at grade level by 3rd grade.

C. Program/Project

Overview:

To be run from October (2021) through June (2022), by the United Way ReadingPals this early learning initiative focuses on parent engagement and literacy at participating schools and childcare centers. United Way shall retain all supervisors, instructors, and coaches necessary to operate the Program. All said personnel shall be properly screened to assure the safety of the participating children.

The ReadingPals reading coach will provide practice with oral reading, meaningful discussion on book content, simple reading instruction, and confidence-building motivation. The ReadingPals initiative will focus on children under the age of five in the schools and Pre-K childcare center. Participating children will be paired with a trained ReadingPals volunteer for a 25-week period who will read to the child and provide coaching for 60 minutes each week. The volunteer will communicate closely with the teacher to address any concerns that may arise.

Curriculum

The United Way's ReadingPals curriculum is built around the practices of *Dialogic Reading*. *Dialogic Reading* is an interactive shared picture book reading practice

^[1] (Discussion Guide Series: Ensuring Success for Young Children: Early Childhood Literacy, November 2008)

designed to enhance young children's language and literacy skills. During the shared reading experience, the ReadingPals volunteer and child actively read books together, switching roles so the child learns to be the storyteller. The ReadingPals volunteer provides support by functioning as an active listener and questioner. Volunteer and child guides are provided with books including background information on the text and topic, questions to promote deeper understanding and text-based connections, springboards for mentoring moments, parenting tips, and extension activities. A focus is also placed on foundational reading skills, (letter names, sounds, concepts of print, rhyming words, phonemic awareness, sight words, etc.), with specific strategies for differentiating the focus of instruction to meet the child's needs. Strategies and resources supporting the development of the foundational skills will be added to the volunteer professional development and resources.

The curriculum follows the guidelines of the Common Core State Standards in English Language Arts. A balance of literacy and informational text was selected, and the principles of close reading and interdisciplinary instruction have been embedded in the volunteer training and guides. Text was selected with careful consideration to the qualitative and quantitative aspects of the Common Core State Standards and Text Complexity guidelines.

A total of 17 books are read throughout the year to each student. At the end of the 25 weeks, each participating child receives these books to add to their home library collection and a guide for their family to follow and reinforce concepts at home.

Staffing:

Volunteer Recruitment, Training and Communication:

United Way will train the City of Deerfield Beach staff, community groups and businesses wishing to be part of the ReadingPals program expansion.

ReadingPals volunteers participate in two-hour training with Broward County Public Schools and United Way staff. Volunteers are also screened, fingerprinted and registered with the School Board of Broward County Florida (Free for volunteers). ReadingPals follow a curriculum and receive a tool kit for use during their visits with children. The tool kit includes program guide, student ReadingPals t-shirts, guidelines, a session tracking notebook for communication with teacher/and or parents, stickers, pencils and crayons. Regular communication is accomplished through a ReadingPals newsletter, meetings with teachers and monitoring by phone and in person.

4. The City shall cooperate with the United Way, with the understanding that the City's total funding obligation shall not exceed \$30,000, and that it shall be the responsibility of the United Way to implement and operate the Program.

City is a state agency as defined in Chapter 768.28, Florida Statutes, as amended, and United Way is a 501(c)(3), Not for Profit Corporation. Each agrees to be fully responsible for acts and omissions of their own officials, agents, employees, or volunteers to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as a waiver of the City's sovereign immunity.

5. The City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of breach of this Agreement.
6. The City may, through its City Manager, for its convenience and without cause, terminate the Agreement at any time during the Term, which shall be effective on October 1, 2021 through June 1, 2022, by giving written notice to the United Way of such termination; which shall become effective ten (10) days following receipt by United Way of such notice.
7. If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.
8. This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida. The venue for any dispute arising from this Agreement shall be the Circuit Court of Broward County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which arises out of this Agreement in any way.
9. United Way agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the services covered by this Agreement, regardless of the applicable jurisdiction.
10. The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.
11. The preparation of this Interlocal Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
12. United Way understands that the public shall have access, at all reasonable times, to all documents and information pertaining to the City contracts, subjects to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. United Way's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

13. United Way certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the United Way or its subcontractors are found to have submitted a false certification; or if the United Way , or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

The United Way agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above- stated contracting prohibitions then they shall become inoperative.

14. United Way shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by United Way, United Way may not be awarded a public contract for a period of 1 year after the date of termination.

City of Deerfield Beach

ATTEST:

Samantha Gillyard, City Clerk

By _____
Bill Ganz, Mayor

____ day of _____, 20____.

By _____
Approved as To Form and Legality
Anthony Soroka, City Attorney

United Way of Broward County

Kathleen Cannon-CEO/President-United
Way of Broward County

Witness
Date:

By: _____

Date:

Witness
Date



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-958

Agenda Date: 10/5/2021

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 renewal of the Agreement with Deerfield Beach Family Empowerment, Inc. for administration of Community Development Programs; authorizing execution of the one-year renewal; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach is an entitlement recipient of Federal and State funds from the U.S. Department of Housing and Urban Development ("HUD") and Florida Housing Finance Corporation ("FHFC") under the Community Development Block Grant ("CDBG") Program, State Housing Initiative Program ("SHIP"), Home Investment Partnership ("HOME") Program through Broward County HOME Consortium, Community Development Block Grant Coronavirus ("CDBG-CV"), and State of Florida Coronavirus Relief Funds ("CRF"). The City is also a grant recipient of the State of Florida Division of Emergency Management Hurricane Loss Mitigation Program ("HLMP").

Deerfield Beach Family Empowerment, Inc. (DBFE), a nonprofit organization of the Deerfield Beach Housing Authority, provides grant administration services for the City's Homeowner Rehabilitation, Purchase Assistance, Rental and Mortgage Assistance, Utility Assistance, and Micro-Enterprise Assistance programs for CDBG, SHIP, HOME, HLMP, CDBG-CV, and CRF (collectively, the "Community Development Programs"). On September 23, 2020, the City and DBFE entered into an agreement for DBFE to provide grant administration services (the "Services") for the Community Development Programs (the "Agreement").

Current Activity

The Scope of Services in the Agreement includes, but is not limited to, the following:

1. Implement the duties of the City's Homeowner Rehabilitation, Purchase Assistance, Rental, Mortgage and Utilities Assistance Programs and Micro-Enterprise Program and Hurricane Loss Mitigation Programs as outlined in the Annual Action Plan, Local Housing Assistance Plan, Broward County's Annual Action Plan as well as the programs policies and procedures.
2. Comply with all federal and state rules and regulations as it relates to the programs and funding sources.
3. Coordinate Client Intake.
4. Complete all qualification and eligibility requirements for applicants (collect applicants, review documents, determine income eligibility, conflict of interest waivers, etc.).

5. Coordinate all aspects of the rehabilitation of units (after rehabilitation appraisals, inspections, construction, etc.).
6. Oversee the housing inspectors and the contractors completing the Homeowner Rehabilitation Projects.
7. Coordinate Purchase Assistance activities.
8. Coordinate Mortgage, Rental and Utilities Assistance activities.
9. Coordinate Micro-Enterprise activities.
10. Complete Environmental reviews.
11. Prepare approval letters for payment to contractors, inspectors and title companies.
12. Provide monthly detailed progress reports indicating the status of projects, required quarterly reports, and weekly updates throughout the project.
13. Conduct weekly meetings/conference calls with the City.
14. Prepare reports for HUD, FHFC, Florida Division of Emergency Management, Broward County and other program funders.
15. Answer program questions from the public.
16. Attend public meetings as needed.
17. Provide additional services as needed.

The City of Deerfield Beach Homeowner Rehabilitation Program provides assistance to low to moderate-income households, adjusted for household size, for owner-occupied residents in the City. Homeowner Rehabilitation assistance may be used to eliminate building code violations, abate any health and safety issues in the home and/or repair, upgrade, or replace major building systems as necessary. The program provides non-luxury general property improvements that improve conditions, the structure of the home and address energy efficiency.

The City of Deerfield Beach Purchase Assistance Program offers financial assistance to very low, low and moderate-income homebuyers to provide down payment, principal buy down and closing cost assistance. The goal of the program is to expand homeownership opportunities for income eligible households and to increase homeownership within the City of Deerfield Beach.

The City of Deerfield Beach HLMP provides assistance to homeowners by facilitating the rehabilitation of properties with retrofits needed for wind mitigation.

The Rental Assistance Program provides emergency financial assistance to low to moderate- income households impacted by COVID-19. Assistance may be provided for assistance needed as of April 1, 2020, for up to six months. Applicants are eligible to receive up to \$10,000.

The Mortgage Assistance Program provides up to \$10,000 emergency financial assistance for low to moderate-income households impacted by COVID-19. Assistance may be provided for assistance needed as of April 1, 2020, for up to six months.

The Utilities Services Assistance Program provides up to \$1,000 emergency financial assistance to families impacted by COVID-19. Funds will be awarded as a grant. Assistance may be provided for assistance needed as of April 1, 2020, for up to six months.

The Agreement is set to expire and the City and DBFE desire to renew the Agreement for a one-year term.

Recommendation

Staff is requesting the City Commission to approve renewal of the agreement between the City of Deerfield Beach and DBFE. The term of the agreement is for one (1) year with an option to renew for

up to one (1) additional one (1) year terms upon mutual agreement of the parties hereto.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE RENEWAL OF THE AGREEMENT WITH DEERFIELD BEACH FAMILY EMPOWERMENT, INC. FOR ADMINISTRATION OF COMMUNITY DEVELOPMENT PROGRAMS; AUTHORIZING EXECUTION OF THE ONE YEAR RENEWAL; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City is an entitlement recipient of Federal and State funds from the U.S. Department of Housing and Urban Development and Florida Housing Finance Corporation under the Community Development Block Grant (“CDBG”), State Housing Initiative Partnership (“SHIP”), Home Investment Partnership (“HOME”) and Hurricane Loss Mitigation Program (“HLMP”), Community Development Block Grant Coronavirus (“CDBG-CV”), and State of Florida Coronavirus Relief Funds (“CRF”); and

WHEREAS, on September 23, 2020, the City entered into an agreement (the “Agreement”) with Deerfield Beach Family Empowerment, Inc. (“DBFE”) for DFBE to provide grant administration services (the “Services”) for the City’s Homeowner Rehabilitation, Purchase Assistance, Rental and Mortgage Assistance, Utility Assistance and Micro-Enterprise Assistance programs for CDBG, SHIP, HOME, HLMP, CDBG-CV and CRF (collectively, the “Community Development Programs”); and

WHEREAS, DFBE is a non-profit entity created by the Deerfield Beach Housing Authority (“DBHA”), which is a governmental entity; and

WHEREAS, the Agreement was for a term of one year with two one-year renewals; and

WHEREAS, the City and DBFE desire to renew the Agreement for a one-year term, subject to the terms and conditions set forth in the Agreement (the “Renewal”); and

WHEREAS, the compensation to be provided to DBFE for the Services is based on a percentage of the grant funds allocated for the Community Development Programs; and

WHEREAS, City staff recommends that the City Commission approve and authorize execution of the Renewal with DBFE, attached as Exhibit “A,” for the Services.

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

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

Section 2. The City Commission hereby approves the one-year Renewal with DBFE, attached as Exhibit “A,” for the Services.

Section 3. The City Manager is authorized to execute the Renewal with DBFE, attached as Exhibit “A,” for the Services, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



September 21, 2021

Deerfield Beach Family Empowerment, Inc.
533 S. Dixie Highway
Suite 201
Deerfield Beach, FL 33441

To whom this may concern:

The City of Deerfield Beach (the “City”) and Deerfield Beach Family Empowerment, Inc. (“DBFE”) entered into an agreement on September 23, 2020, for grant administration services (the “Agreement”), for a term expiring on September 22, 2021.

Pursuant to Section 2.1 of the Agreement, the City is hereby exercising the first one-year renewal option, commencing on September 23, 2021 and expiring September 22, 2022.

By signing below, you are agreeing to the renewal of the Agreement under the same terms and conditions. Additionally, by signing below you acknowledge that DBFE is required to use the City’s pre-qualified contractors, listed in the attached Exhibit “A,” for the services they provide under the agreement, and may not use any contractors outside of that list, unless approved in writing by the City.

Should you have any questions or concerns, do not hesitate to contact Jonathan Salas at jsalas@deerfield-beach.com or (954) 480-4464.

Sincerely,

David Santucci, City Manager

WITNESS

**DEERFIELD BEACH FAMILY
EMPOWERMENT, INC.**

By:_____

Print Name

Print Name & Title

By:_____

Signed ____ day of _____, 2021

Print Name

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (the "CITY"), a municipal corporation and DEERFIELD BEACH FAMILY EMPOWERMENT, INC. (the "CONTRACTOR"), as follows

WITNESSETH:

WHEREAS, on September 23, 2020, the CITY and CONTRACTOR entered into an agreement (the "CONTRACT") for the administration of community development programs (the "Services"); and

WHEREAS, the initial CONTRACT term is for a one year term; and

WHEREAS, the terms and conditions of the CONTRACT provide for two additional one-year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the first of the two renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

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

Section 2. The contract renewal term shall begin on October 1, 2021 and will expire on September 30, 2022, (one renewal option remains) unless otherwise terminated pursuant to the terms of the original CONTRACT.

Section 3. All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

CITY OF DEERFIELD BEACH

By:

DAVID SANTUCCI, CITY MANAGER

Date: _____

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

ANTHONY SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

(Name of Corporation)

(Witness)

By _____
(Signature)

(Corporate Seal)(if applicable)

(Type Name/Title Signed Above)

_____ day of _____, 20_____.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-942

Agenda Date: 10/5/2021

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 cost share support of a Water Conservation Incentives Program for a five year term; authorizing execution of the Agreement; providing for implementation and an effective date. (*Funds from Account #401-5020-533-39-29 - Water Conservation*)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$ 33,000 (or less) annually for 5 years

Account Name: Water Conservation

Account Number: 401-5020-533-39-29

Background/History

The City participates in the Water Partnership, a Water Conservation Program (the "Program") that is not only mandatory per our large user permit with the South Florida Water Management District, but it also helps us with getting our residents involved in water conservation. The Program is implemented through an Interlocal agreement between Broward County (the "County") and municipalities in the County, in which the County provides overall administration of the Agreement.

In 2007, the Regional Water Availability ("RWA") Rule was adopted by the South Florida Water Management District to ensure the preservation of regional water resources in support of the Everglades restoration. In May 2008, the Broward Water Resources Task Force (the "Task Force") was created to identify and evaluate potential regional and sub-regional water supply projects and water conservation opportunities. The Task Force recognized that water conservation offers the lowest cost means of generating the additional water needed to meet the region's projected water demands. In June 2010, the Task Force completed its report and included several recommendations for immediate implementation pertaining to regional water conservation efforts.

In response, in 2011, the Broward Water Partnership was formed, with water utilities committing resources to fund a regional rebate and incentives program as well as the centralized administration of the Program by Broward County's Environmental Planning and Community Resilience Division, and the County committing funds for consultant services to aid in Program branding, marketing, outreach, and implementation. The Program was subsequently branded Conservation Pays.

Current Activity

The City and County desire to continue the partnership and enter into a new Interlocal Agreement for Cost Share Support of a Water Conservation Incentives Program (the "Agreement"). The County will provide overall administration of the Agreement, including financial and annual reporting.

The County will coordinate at least one meeting annually with partners to present the annual Program, achievements, review administrative or logistical program issues, and consider new Program promotions and opportunities for improvement.

The County will provide reports to partners as requested on rebate expenditures, device deliveries, and water savings.

An Annual Report will outline the performance of the Program and the meeting of goals and objectives. It will include a comparison of planned vs. implemented measures, communications tools, marketing efforts (including media buys), an analysis of marketing efforts relative to rebate activities, a report on leveraged funds, a summary of Program awards, identification of Program needs, and opportunities, and recommendations going forward. The report will also address any unanticipated delays and issues that necessitate modification of the Program. The County shall provide the Annual Report within one month following the completion of the County's fiscal year.

The City agrees to pay the maximum not to exceed amounts described in Exhibit B of the Agreement, including an annual base cost for media outreach and administration of \$16,028.83, subject to an annual cost-of-living adjustment of 3% in Years 2 through 5 of the Agreement, and reimbursement of incentives/rebates costs actually incurred by the County. The County agrees to provide a total not to exceed \$125,000.00 annually towards meeting all obligations amongst the Parties in the Agreement.

Recommendation

It is recommended that the City Commission approve and authorize execution of the Interlocal Agreement between the City of Deerfield Beach and Broward County – Environmental Protection and Growth Management Department (Environmental Planning and Community Resilience Division) for Cost Share Support of a Water Conservation Incentives Program.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR COST SHARE SUPPORT OF A WATER CONSERVATION INCENTIVES PROGRAM FOR A FIVE YEAR TERM; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, County-wide consumptive use water demands are projected to increase by as much as 45 million gallons per day by the year 2040 based on South Florida Water Management District's Lower East Coast Water Supply Plan projects for public water supply raw water demands; and

WHEREAS, the County-wide Integrated Water Resource Plan seeks to optimize the beneficial uses of local water resources by making our water resources go further; and

WHEREAS, in May 2008, the Broward Water Resources Task Force (the "Task Force"), was created through resolutions of the Broward County Board of County Commissioners, South Florida Water Management District, and Broward League of Cities to identify and evaluate potential regional and sub-regional water supply projects and water conservation opportunities; and

WHEREAS, the Task Force recognized that water conservation and incentive programs offer the lowest cost means of generating the additional water needed to meet the region's projected water demands; and

WHEREAS, since its formation in 2011, the Broward Water Partnership and the regional Water Conservation Incentives Program (the "Program") have experienced many successes; and

WHEREAS, the City and Broward County (the "County") desire to continue the partnership and enter into a new agreement in furtherance of shared water conservation goals, regional water conservation strategies, and conservation activities reflected in consumptive use permit requirements; and

WHEREAS, City staff recommends that the City Commission approve and authorize execution of the Interlocal Agreement with the County, attached as Exhibit "A," for cost share support of the Program for a five year term (the "Agreement").

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

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

Section 2. The City Commission hereby approves the Agreement with the County, attached as Exhibit “A,” for cost share support of the Program for a five year term.

Section 3. The City Manager is authorized to execute the Agreement with the County, attached as Exhibit “A,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF DEERFIELD BEACH

for

COST SHARE SUPPORT OF A WATER CONSERVATION INCENTIVES PROGRAM

This Interlocal Agreement (the "Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the City of Deerfield Beach, its successors and assigns, hereinafter referred to as "Partner," collectively the "Parties." Collectively "County" and/or "Partner" will be referred to as the "Party" or "Parties."

RECITALS

- A. County-wide consumptive use water demands are projected to increase by as much as 45 million gallons per day by the year 2040 based on South Florida Water Management District's Lower East Coast Water Supply Plan projections for public water supply raw water demands;
- B. The county-wide Integrated Water Resource Plan seeks to optimize the beneficial uses of local water resources by making our water resources go further;
- C. In May 2008, the Broward Water Resources Task Force (Task Force) was created through resolutions of the Broward County Board of County Commissioners, South Florida Water Management District, and Broward League of Cities to identify and evaluate potential regional and subregional water supply projects and water conservation opportunities;
- D. The Task Force recognized that water conservation and incentive programs offer the lowest cost means of generating the additional water needed to meet the region's projected water demands;
- E. Since its formation in 2011, the Broward Water Partnership (aka Conservation Pays) and the regional Water Conservation Incentives Program have experienced many successes, and therefore the Parties now desire to renew this Agreement in furtherance of shared water conservation goals, regional water conservation strategies, and conservation activities reflected in consumptive use permit requirements.

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. The Board of County Commissioners of Broward County, Florida.
- 1.2. Contract Administrator. Director of the Broward County Environmental Planning and Community Resilience Division or such person's successor as designated by County in writing.
- 1.3. County. Broward County, Florida, a political subdivision of the State of Florida.
- 1.4. Project. The project or projects set forth in Article 2 hereof, and Exhibit A.

ARTICLE 2. SCOPE OF SERVICES

- 2.1. Scope of Services. The Parties shall perform all work specified in this Agreement including the work specified in Exhibit A ("Scope of Services"). Unless stated otherwise in this Agreement, the work required of the Parties includes all labor, materials and tasks, whether or not enumerated in the Agreement, that are such an inseparable part of the work expressly stated in the Agreement that exclusion thereof would render any Party's performance impractical, illogical, or unconscionable.

ARTICLE 3. FINANCIAL CONTRIBUTION

- 3.1 County agrees to provide a total not to exceed amount of \$125,000.00 annually towards meeting all obligations amongst the Parties as outlined in Exhibit A.
- 3.2 Partner agrees to pay the maximum amounts not to exceed described in Exhibit B, including i) an annual base cost for media outreach and administration of \$ 16,028.83, subject to an annual cost-of-living adjustment of 3% in Years 2 through 5 of the Agreement, and ii) reimbursement of incentives/rebates costs actually incurred by County.
- 3.3 County may invoice Partner within 45 days of the Effective Date and annually thereafter for the amounts set forth in Exhibit B. Payment is due no later than 45 days from invoice. Payment shall be made to County at:

Broward County Board of County Commissioners
Director, Environmental Planning and Community Resilience Division
115 South Andrews Avenue, Room 329-H
Fort Lauderdale, Florida 33301

ARTICLE 4. TERM AND TIME OF AGREEMENT

- 4.1 Term. The term of this Agreement shall begin on October 1, 2021 (the "Effective Date"). The term of the Agreement shall be for a period of five (5) years from the Effective Date.
- 4.2 Extensions. No extensions of this Agreement are anticipated. In the event that expiration of this Agreement would result in a gap in the provision of services necessary for the ongoing operations of the County, then this Agreement may be extended, at the sole discretion of the Purchasing Director, on the same terms and conditions by the Purchasing Director for period(s) not to exceed six (6) months in the aggregate.
- 4.3 Fiscal Year. The continuation of this Agreement beyond the end of any Party's fiscal year shall be subject to both the appropriation and the availability of funds, in accordance with Chapters 129 and 166, Florida Statutes.
- 4.4 Force and Effect. All duties, obligations, and responsibilities of the Parties required by this Agreement shall remain in full force and effect throughout the term of this Agreement, as set forth above, unless written notice of termination by the County or any of the Partners is provided pursuant to the Notices provision.
- 4.5 Time of the Essence. Time is of the essence for all performance required under this Agreement.

ARTICLE 5. TERMINATION

- 5.1. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in all other instances termination for cause may be effected by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause was provided.

- 5.2. Termination of this Agreement for cause shall include, but not be limited to, negligent, or intentional acts, repeated submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement, or multiple breaches of this Agreement which has a material adverse effect on the efficient administration of the Project notwithstanding whether any such breach was previously waived or cured.
- 5.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by County Administrator which County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.
- 5.4. In the event this Agreement is terminated for convenience, County shall be paid for any services properly performed to the date the Agreement is terminated; however, upon being notified of Partner's election to terminate, County shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Partner acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience in the form of County's obligation to provide advance notice to Partner of such termination in accordance with Section.

ARTICLE 6. GOVERNMENTAL IMMUNITY AND LIABILITY PROTECTION

- 6.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any Party nor shall any term included herein be construed as consent to be sued by third Parties in any matter arising out of this Agreement or any other contract. County and Partner, to the extent that they are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, agree to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.
- 6.2 Partner is an entity subject to Section 768.28, Florida Statutes, and Partner shall furnish Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of said Agreement.

ARTICLE 7. MISCELLANEOUS

- 7.1 Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Partner and Consultants to manage and supervise the performance of this Agreement. 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. The Contract

Administrator may approve in writing minor modifications to the Scope of Services provided that such modifications do not increase the total cost to County or waive any rights of County.

7.2 Assignment. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either Party. If Partner violates this provision, County shall have the right to immediately terminate this Agreement.

7.3 Public Records. To the extent either Party is acting on behalf of the other as stated in Section 119.0701, Florida Statutes, each Party shall:

7.3.1. Keep and maintain public records required to perform the Services;

7.3.2. Upon request, provide the other Party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

7.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement; and

7.3.4. Upon completion or termination of this Agreement, each Party shall keep and maintain all public records related to this Agreement, except as required to comply with paragraph 6.2, and shall destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

Any material a Party 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, the Party providing the material 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 either Party for records designated as Trade Secret Materials, that Party shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by the Party claiming the exemption. Neither Party waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement, and each Party shall be liable for its own negligence and does not assume any liability for the other Party's negligence

relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PARTNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 519-1466, SMOLLOY@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 329H, FORT LAUDERDALE, FLORIDA 33301.

- 7.4 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. Neither Party's failure to enforce any provision of this Agreement shall 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.
- 7.5 Notices. In order for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

NOTICE TO COUNTY:

Environmental Protection and Growth Management Department
Broward County Environmental Planning and Community Resilience Division
115 South Andrews Avenue, Room 329H
Fort Lauderdale, Florida 33301
Email address: smalloy@broward.org

With copy to:

Broward County Administrator
115 South Andrews Avenue, Suite 409
Fort Lauderdale, Florida 33301

NOTICE TO PARTNER:

The City of Deerfield Beach

- 7.6 Compliance with Laws. Each Party shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations under this Agreement.
- 7.7 Third Party Beneficiaries. The Parties acknowledge that there are no third party beneficiaries under this Agreement.
- 7.8 Severability. In the event 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.
- 7.9 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.
- 7.10 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 7 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 shall prevail and be given effect.
- 7.11 Headings and Interpretation. The 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 the 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.
- 7.12 Governing Law, Venue and 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 Parties agree that 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 Parties agree that 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, PARTNER AND COUNTY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

- 7.13 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and Partner. Further, Partner acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.
- 7.14 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof 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.
- 7.15 Incorporation by Reference. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. The attached Exhibit A and Exhibit B are incorporated into and made a part of this Agreement.
- 7.16 Representation of Authority. Each individual executing this Agreement on behalf of a Party hereto does hereby represent and warrant that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party.
- 7.17 Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the Party so affected shall first have taken reasonable steps to avoid and remove such cause of nonperformance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever and to the full extent such causes are removed. However, if such nonperformance exceeds sixty (60) days, the Party that is not prevented from performance by the force majeure event shall have the right to immediately terminate this Agreement upon written notice to the Party so affected. This Section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.
- 7.18 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.
- 7.19 Use of County or Partner Logos. Contractor shall not use County's or Partner's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of the applicable party.

- 7.20 Independent Contractors. The Parties are independent contractors, and nothing in this Agreement shall constitute or create a legal entity, partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Party nor their agents shall act as officers, employees, or agents of the other. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by this Agreement.
- 7.21 Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

(The remainder of this page is intentionally left 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 Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and Partner, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By: _____
____ day of _____, 20__

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
Telecopier: (954) 357-7641

By: _____
Deanna Kalil (Date)
Assistant County Attorney

By: _____
Michael C. Owens (Date)
Senior County Attorney

DK\gmb
RENEWAL ConservationPays ILA.docx
05/12/2021
#60057

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND PARTNER TO PROVIDE COST
SHARE SUPPORT OF A WATER CONSERVATION INCENTIVES PROGRAM

CITY OF DEERFIELD BEACH

Attest:

Clerk

By _____
Mayor-Commissioner

____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
SCOPE OF SERVICES

Broward Community
Water Conservation and Incentives Program

1. INTRODUCTION

Water plays a critical role in South Florida and will continue to directly influence the future sustainability of Broward County's economy, environment, and quality of life. Future water demands will continue to be influenced by population growth, rates of per capita consumption, and variable climatologic conditions.

In 2007, the Regional Water Availability (RWA) Rule was adopted by the South Florida Water Management District to ensure the preservation of regional water resources in support of Everglades restoration. The RWA Rule limits future withdrawals from the Biscayne Aquifer, currently our primary source of drinking water, thereby requiring the development of alternative water supplies to meet growing urban demands for water. Although a number of alternative water supply projects are under development and regional strategies are being explored, water conservation has been repeatedly identified as a strategy warranting aggressive implementation.

In May 2008, the Broward Water Resources Task Force ("Task Force") was created to identify and evaluate potential regional and sub-regional water supply projects and water conservation opportunities. The Task Force recognized that water conservation offers the lowest cost means of generating the additional water needed to meet the region's projected water demands. In June 2010, the Task Force completed its report and included several recommendations for immediate implementation pertaining to regional water conservation efforts. A key recommendation advanced by the Task Force and supported by resolution of the Broward County Board of County Commissioners and the Broward League of Cities is the establishment of a county-wide water conservation and incentives program with the purpose of delivering unified water conservation messaging, information, and services to benefit all Broward county residents and water suppliers.

In response, in 2011, the Broward Water Partnership was formed, with water utilities committing resources to fund a regional rebate and incentives program as well as the centralized administration of the program by Broward County's Environmental Planning and Community Resilience Division, and Broward County committing funds for consultant services to aid in program branding, marketing, outreach and implementation. This program was subsequently branded Conservation Pays.

The overall objectives of the Conservation Pays Program (the "Program") are to encourage residents and businesses in Broward County to adopt an enduring water conservation ethic that supports long-term water resource sustainability and to achieve

permanent and measurable water savings through replacement of low efficiency plumbing fixtures with high efficiency models.

There are two principal components to the Program:

- Implementation of an aggressive media campaign to promote the overall need for water conservation, provide residents and businesses with information on ways to reduce their water consumption, and promote the availability of program resources.
- Provision of incentives for retrofitting existing fixtures with new, high efficiency plumbing fixtures through offers of free water-saving fixtures and rebates. Incentives and rebates will be provided for such retrofitting to include high efficiency toilets, pre-rinse spray valves, faucets, aerators, and showerheads or other mutually agreed upon combination of water-saving fixtures of equal value.

2. PROGRAM DESCRIPTION

The Conservation Pays Program is a coordinated county-wide program, with uniform branding that distinguishes this collaborative Partnership. Year-round messaging promotes water conservation and is heightened during dry months and periods of water shortage. Promotion and coordination of rebates and incentives is coordinated by the County, with an annual goal of distributing 2,000 toilet rebates, along with production of promotional materials, articles, a recognition program, and community outreach.

The proposed scope of work builds upon achievements already realized through implementation of the Conservation Pays program during its initial five-year period. The scope of work in Section 3, below, details the program elements, obligations, and commitments of the both Parties (County and Partners) in the delivery of the water conservation and incentives program within Partner jurisdictions in Broward County. This scope of work covers five years of full program implementation.

The County proposes to provide these services to achieve water conservation, cost savings, and greater environmental stewardship within residences and businesses throughout the County. This effort consists of both a technical approach, designed to replace water fixtures with higher efficiency models and reduce demand throughout residences and business operations, thereby resulting in documented water and cost savings, and supporting energy conservation; and, an education and outreach approach, aimed at championing the overall need to conserve water. The overall effort will be coordinated by the County, while individual Partner participation will be required for complete program implementation.

3. SCOPE OF WORK

The Scope of Work in support of the Partnership Agreement is undertaken through the following series of tasks.

COUNTY RESPONSIBILITIES:

Task 1 Administration of the Program. The County will provide overall administration of the Agreement, including financial and annual reporting.

The County will coordinate at least one meeting annually with Partners to present annual Program achievements, review administrative or logistical Program issues, and consider new Program promotions and opportunities for improvement.

The County will provide reports to Partners as requested on rebate expenditures, device deliveries, and water savings.

An Annual Report will outline the performance of the program and the meeting of goals and objectives. It will include a comparison of planned vs. implemented measures, communications tools, marketing efforts (including media buys), an analysis of marketing efforts relative to rebate activities, a report on leveraged funds, a summary of Program awards, identification of Program needs, and opportunities, and recommendations going forward. The report will also address any unanticipated delays and issues that necessitate modification of the Program. The County shall provide the Annual Report within one month following the completion of the County's fiscal year.

Task 2 Procurement and management of professional services to assist with Program development and implementation. The County will procure consulting services to assist in the overall development and implementation of an annual media and outreach campaign to get the water conservation message out, promote the Program, and connect conservation needs to climate change pressures on our water resources. For cost-effectiveness, the campaign will be designed to integrate as much as possible with existing regional outreach initiatives and media sources. The consultant, under direction of the County, will work with Partners to complete the following tasks, including, but not limited to: develop Program branding, create a Program website, develop Public Service Announcements ("PSAs") for broadcast media, prepare newsprint advertisements, arrange media buys, develop promotional articles, produce PSAs for viewing on public access channels and the County's video-on-demand service, design print materials, and develop promotional concepts.

Task 3 Manage and promote media campaign for water conservation outreach and Program marketing. The County will develop and promote an annual media

campaign designed to impart water conservation messages to residents (brochures, website, etc.); identify opportunities to distribute water-saving information and Program promotional materials to communities, businesses, schools and other venues of interest; and develop and deliver educational materials on the need to conserve water and ways to save water to residents through various media. Residents, employees, businesses, homeowner associations and other organizations that include utility customers are the targeted audiences. Categories of media to be considered in the promotion of the Program include pieces for written publications (newspapers, trade publications, newsletters, brochures), broadcast media (television, radio, automated phone lines), social media, and mobile device compatible websites. Promotion of the water conservation and incentives initiative will also occur through interaction with consumer groups, the plumbing industry, and fixture vendors. Opportunities to highlight results and publicize successes will be identified by the County.

Task 4 **Communications coordination.** The County will work with Partners to ensure linking of resources and communications among the network of Partners. A database will be created that identifies Partners, Program services, and educational resources. Program materials (brochures, fliers, posters) will be provided in electronic form for reproduction by Partners. A detailed list of preferred educational resources will be generated and posted on the main Program website (to be hosted by County) with all information to be coordinated and cross-posted.

Task 5 **Rebate and incentives program.** The County will coordinate with device vendors to promote the program and eligible devices; manage and process rebates; coordinate the purchase of conservation devices for exchange and giveaway; coordinate with Partners to identify appropriate points of distribution; promote both residential and commercial opportunities; provide for full accounting/tracking; and, provide additional outreach/promotion where demand may be less than availability.

The County will work with residents to guide them through the incentives process; work with regional vendors to ensure the availability of the desired retrofit fixtures and establish agreements for bulk purchasing; establish working relationships with the plumbing industry and fixture vendors; receive and evaluate resident applications for eligibility for replacement and rebates; manage the acquisition and distribution of fixtures to be provided to residents free of charge; manage the collection and disposal of replaced fixtures; manage the preparation and issuance of rebate checks; collect and analyze resident survey data; and evaluate the success of the incentives initiative.

Task 6 **Development of an awards/recognition program.** The County will coordinate with Partners to develop an awards/recognition program that quantifies and

promotes water savings achieved in homes and businesses where new water conservation devices are installed.

- Task 7 Leverage funds and resources.** The County will seek to leverage dollars and resources by pursuing additional funds and support from local, state, and national sources, including, but not limited to SFWMD's Local Cooperative Funding Program, Water Sense Partnership (EPA), and local groups. In addition, the County will solicit support from sponsors through the County's Advantage Marketing program.

PARTNER(S) RESPONSIBILITIES

- Task 8 Participate in coordination meetings.** The Partner will participate in coordination meetings and provide timely review and feedback on any Program products or deliverables. The Partner will identify a designated point of Partner contact. The Partner will assist in refining Program elements and expenditure priorities, as needed; develop controls and measures of success for the Program; and, provide final oversight of Program operations within the Partner's jurisdiction.
- Task 9 Promotion.** The Partner will work with the County to identify points of distribution and promotional outlets available to Partner to promote the Program and services within the Partner's jurisdiction and will actively coordinate with County on program promotions utilizing municipal media outlets and communications.

4. PAYMENT AND DELIVERABLES SCHEDULE

Payments for services provided by the County will be provided by the Partner according to the Exhibit B, Payment Schedule. Participating entities will not front the cost of individual rebates and/or devices but will be invoiced by the County for actual rebates and/or devices issued within their service areas within a given year.

This Agreement includes a 5-year term for Program delivery.

EXHIBIT B
PAYMENT SCHEDULE
CITY OF DEERFIELD BEACH

Total consideration for this Agreement is subject to multi-year funding allocations, and funding for each applicable fiscal year of this Agreement will be subject to County and Partner budgetary appropriations. In the event the County or Partner does not approve funding for any subsequent fiscal year, this Agreement shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Agreement to the contrary. Annual invoices shall be issued by August 20th, payment to be received by no later than September 30th. Partner will not front the cost of individual rebates and devices, but will be invoiced up to the maximum not to exceed costs exhibited in the chart below, by the County for actual rebates and devices issued within their service areas within a given year.

Year	Incentives/ rebates cost	Media Outreach/ Administration cost	Maximum Not to Exceed Partner's Cost	Invoice submitted by:
1	\$ 14,976.00	\$ 16,028.83	\$ 31,004.83	August 20, 2022
2	\$ 14,976.00	\$ 16,509.70	\$ 31,485.70	August 20, 2023
3	\$ 14,976.00	\$ 17,004.99	\$ 31,980.99	August 20, 2024
4	\$ 14,976.00	\$ 17,515.14	\$ 32,491.14	August 20, 2025
5	\$ 14,976.00	\$ 18,040.59	\$ 33,016.59	August 20, 2026



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-944

Agenda Date: 10/5/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Update regarding the Tigner Center Workshop.

Background/History

In April of this year, the city selected MBR Construction as the first ranked Proposer for the Johnny L. Tigner Center. In May, the City Commission authorized the City Manager to enter contract negotiations with the top ranked firm for an amount not to exceed \$9,116,547.02. Subsequent to the award, the city conducted its first of two workshops with the community held at the Oveta McKeithan Recreation Complex Gymnasium on June 29, 2021 at 6 pm. The comments provided by the public were communicated to the Commission on July 20, 2021. Upon presenting the comments, the Commission recommended a follow-up public workshop to receive more feedback. A second, hybrid, public workshop was held on August 31, 2021 at the Hillsboro Technology Center. In attendance were eighteen residents in-person and 19 residents online.

Current Activity

The City is returning to the commission to report the comments received by the public on August 31, 2021. While the overall design has been well received by the public and there is a consensus from the community on the Pioneer Grove Design Standard aesthetic, the comments concern the size of the banquet room. In the presentation provided to the public on August 31, 2021, City staff and its consultants presented the option to add 1000 sf to the lower and upper floors to accommodate the request for a minimum 300 seat capacity with a stage, or 350 seat capacity without a stage. This additional square footage results in an increase in cost to the contract of \$1,063,000.

At this time, the City is seeking guidance from the Commission on how to proceed with the ultimate design for the facility.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-953

Agenda Date: 10/5/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 46 "OFFENSES" SECTION 46-9 "DEFACING OR DAMAGING PROPERTY OF ANOTHER" OF THE CITY CODE OF ORDINANCES TO UPDATE THE REGULATIONS AND PROVIDE FOR USE OF THE ABATEMENT PROCESS TO ADDRESS VIOLATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for October 19, 2021

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Current Activity

Those who choose to deface property usually do so in locations where it is difficult for the area to be removed or repaired, which is why it is common to find graffiti and stickers (adhesive material) on bridges, overpasses, street signs, utility boxes and other such locations. The proposed Ordinance amends Section 46-9 of the City Code to address issues related to defacing or damaging property. One of the amendments to Section 46-9 include adding a definition for adhesive material, to include things such as stickers and posters. In addition, this code section will now allow code compliance to use funds from the Public Nuisance Abatement Program Trust Fund and the Target Area Trust Fund for abatement purposes. This is a needed tool for code compliance to address such issues.

ORDINANCE NO. 2021

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 46 "OFFENSES" SECTION 46-9 "DEFACING OR DAMAGING PROPERTY OF ANOTHER" OF THE CITY CODE OF ORDINANCES TO UPDATE THE REGULATIONS AND PROVIDE FOR USE OF THE ABATEMENT PROCESS TO ADDRESS VIOLATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, Section 46-9 of the City Code makes it unlawful for any person to deface or damage the property of another; and

WHEREAS, the City desires to amend City Code Section 46-9 to provide an additional resource for code compliance to use the abatement process to address violations; and

WHEREAS, staff recommends the City Commission adopt this ordinance, amending Section 46-9 "Defacing or Damaging Property of Another" to update the related regulations and provide for use of the abatement process to address violations.

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

Section 1. The above referenced "Whereas" clauses are true and correct and made a part of this Ordinance.

Section 2. Chapter 46 "Offenses" Section 46-9 "Defacing or damaging property of another" of the City Code of Ordinances is hereby amended to read as follows¹:

CHAPTER 46 – OFFENSES

Section 46-9. – Defacing or damaging property of another.

- (a) It shall be unlawful for any person ~~occupying, controlling or in possession of any real or personal property~~ to deface or damage by any means the property of another without the owner's consent, and it shall be unlawful to mar, deface, damage, or destroy by writing, painting, adhesive material, or drawing any inscription, figure or mark of any type on the exterior or interior, including walls and appurtenances, of any public or private building, ~~telephone booth~~, utility box, bus bench, public way, sidewalk, church, synagogue, school or any other real or personal property within the city.

¹ Additions to the City Code text are shown in underline. Deletions to the City Code text are shown in ~~striketrough~~.

- (b) For purposes of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.
- ~~(1) *Graffiti.* Any writing, drawing, painting, inscription, figure, or mark of any type on any structure, public or private, or any other property, real or personal, that has been made without the consent of the owner of the property.~~
 - (1) *Adhesive material.* Any material or sticker, which can be applied to a surface by glue, epoxy or other similar substance in order to advertise a use or activity or to display a marking, word, graphic, or logo, which has been placed or adhered to any real or personal property without the consent of the owner of the property or the approval of the public art committee.
 - (2) *Broad-tipped, indelible marker.* Any felt-tipped marker or similar implement which contains a fluid which is not water soluble and which has a flat or angled writing surface one-half-inch or greater.
 - (3) *Graffiti.* Any writing, drawing, painting, inscription, figure, or mark of any type on any structure, public or private, or any other property, real or personal, that has been made without the consent of the owner of the property; or the approval of the public art committee.
 - ~~(3)(4) *Supervising adult.* An individual ~~24~~ 18 years of age or older, who has been given responsibility by the minor's parent, legal guardian or other lawful authority to supervise the minor and who is aware of the minor's possession of the aerosol container of spray paint or broad-tipped, indelible marker, or adhesive material.~~
- (c) No person shall carry an aerosol spray paint can, ~~or~~ broad-tipped, indelible marker, or adhesive material with the intent to violate the provisions of subsection (a).
- (d) No person under the age of 18 years shall have in ~~his or her~~ their possession any aerosol container of spray paint, ~~or~~ broad-tipped, indelible marker, or adhesive material while on any public property, highway, street, alley or anyway, except in the company of a supervising adult.
- (e) No person under the age of 18 years shall have in ~~his or her~~ their possession any aerosol container of spray paint, ~~or~~ broad-tipped, indelible marker, or adhesive material while on any private property unless the owner, agent or manager, or person in possession of the property knows or consents of the minor's possession of the aerosol container of spray paint, ~~or broad-tipped indelible marker, or adhesive material or has consented to the minor's possession~~ while on ~~his or her~~ their property.
- (f) It shall be unlawful for any person or entity owning, occupying, controlling or possessing any real or personal property to allow graffiti or application of adhesive material as defined herein to exist on any such personal or real property within the city, without the prior written consent of the City.

- (g) Any individual or entity owning, occupying, controlling or possessing any real or personal property ~~which that~~ has been damaged, defaced, or subject to graffiti or adhesive material shall be responsible for ensuring the necessary repairs or graffiti or adhesive material has been removed, painted over, or obliterated within 120 hours after receipt of written notice. In the event the damage, defacing, ~~or graffiti~~, or adhesive material occurs on a sidewalk or other unpainted surface, the damage, defacing, ~~or graffiti~~, or adhesive material must be removed and the property restored to its prior condition (including color). In the event the damage, defacing, ~~or graffiti~~, or adhesive material has not been removed, repaired, or painted over using a color of paint that is substantially similar to the color of the existing structure within 120 hours after its occurrence, then the City of Deerfield Beach shall have the right to remove, paint, or obliterate the graffiti or adhesive material. In the event that the City of Deerfield Beach has to remove, repair or paint over the graffiti or adhesive material, then the owner of the real or personal property on which the graffiti or adhesive material existed shall be responsible for all costs incurred and failing payment by the owner, the city may impose a lien and use the abatement process to recover all costs and expenses incurred. The City may use funds from the Public Nuisance Abatement Program Trust Fund and the Target Area Trust Fund to abate defaced or damaged properties if the property owner fails to comply within the 120 hours after its occurrence. The City may also use these funds to abate defaced or damaged property on public property or quasi-public property regardless if the property is owned by the City.
- (h) ~~The city's police officers~~ Broward County Sheriff's Office, Deerfield Beach District and the City's code enforcement officers inspectors are hereby authorized to enforce the provisions of this section, including the issuance of notices to appear and notices required under this section.
- (i) Whenever the city becomes aware of the existence of graffiti or adhesive material or other unsightly conditions on any property, including structures or improvements within the city, a code ~~enforcement officer~~ inspector or ~~police officer~~ Broward Sheriff Deputy shall give or cause to be given, written notice to the property owner and/or property owner's agent or manager to remove such graffiti or adhesive material.
- (j) *Notice.* ~~For purposes of all property owners, any individuals or entities owning, occupying, controlling or in possession of any real or personal property which has been subject to defacing, damage or graffiti as defined herein, shall receive notice from the city to effectuate the necessary repair, removal or obliteration by receiving written notice delivered to the property address as identified in the city records. The City shall give notice to any individuals or entities owning, occupying, controlling, or possessing any real or personal property that has been subject to defacing, damage, graffiti, or adhesive material, advising such individual or entity of the necessary repair, removal, or obliteration. The notice shall be delivered to the property address identified in City records by certified mail, return receipt requested or by hand delivery by a Broward Sheriff's Deputy or code enforcement officer. For purposes of this section, notices shall be provided to the alleged violator by certified mail, return receipt requested; by hand-delivery by the police officer Broward Sheriff's Office or code enforcement officer inspector; or by leaving the notice at the~~

violator's usual place of residence with any person 15 years of age and informing such person of the contents of the notice. In addition, notice shall be provided by posting a copy of the notice at the site of the violation. The ~~police officer~~ Broward Sheriff's Office, Deerfield Beach District or code ~~enforcement officer~~ inspector shall then provide proof of posting by preparing and executing an affidavit, which shall include a copy of the notice posted and the date and places of its posting.

- (k) The city may ~~institute~~ initiate a civil action in a court of competent jurisdiction to recover compensatory and punitive damages, including reasonable costs and expenses, for any damage to city owned property located within the city limits of Deerfield Beach as a result of the violations of this section.
- (l) In addition to any punishment, the court shall order the defendant to make restitution to the victim for damage or loss caused directly or indirectly by the defendant's offense in a reasonable amount or manner to be determined by the court.
- (m) Any act of willful misconduct of a minor (which term is herein defined as any individual under the age of 18 years) which results in the unauthorized destruction, injury, disfigurement, or defacement of the property of another or public property, shall be imputed to the parent or guardian having custody of the minor. A parent or guardian having custody of a minor convicted under the provisions of this section shall be liable for any fine or restitution assessed or ordered by the city's ~~code enforcement board~~ Special Magistrate or a court of competent jurisdiction. ~~The parental responsibility imposed under this subsection shall be in addition to the liability imposed by F.S. § 641.24 as amended.~~
- (n) Any person who gives information leading to the arrest and conviction of any person for violation of this section and who testified in the prosecution of the violator, shall be eligible after all appeals have been exhausted, to receive a reward of \$100.00 from the city, except that no ~~police officer~~ Broward Sheriff's Deputy or code ~~enforcement officer~~ inspector of ~~the city~~ shall be eligible for such reward.
- (o) ~~Community service.~~ In addition to any punishment or fine, the defendant shall be ordered to perform a minimum of 20 hours monitored community service within the City of Deerfield Beach.

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

Section 4. The provisions of this Ordinance are declared to be severable, and, if any section, sentence, clause and/or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand despite the invalidity of any part.

Section 5. It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code of the City of Deerfield Beach, and that the sections of this Ordinance may be renumbered to accomplish such intent.

Section 6. That this Ordinance shall take effect immediately upon adoption on second reading.

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

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

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-950

Agenda Date: 10/5/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the establishment of the COVID-19 Water Utility Relief Program; providing implementation and 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

Due to the pandemic, the City Manager notified the City Commission in March 2020 that, pursuant to the emergency order in place at that time, he was suspending late fees and disconnections. In October 2020, based on initial improvements in the pandemic environment, City staff presented a plan to resume late fees and disconnects. The plan began with a public awareness campaign blitz to include information on the utility assistance programs available including, Neighbors Helping Neighbors and the Community Development Block Grant ("CDBG") Coronavirus Funds. To date, the City has assisted over 100 residents with an average assistance of \$400 per household.

In addition, the public awareness campaign included information on reinstatement of late fees beginning in October 2020. The plan contemplated a resumption of water disconnections in January 2021. However, the CDC continued the eviction moratorium and therefore we did not move forward with disconnections. During this time, we continued to actively monitor the regulatory environment and conducted marketing and outreach to inform the public about the availability of assistance programs.

Current Activity

With the recent lifting of the eviction moratorium and improvements in the pandemic environment, we are proposing the COVID-19 Water Utility Relief Program (the "Program"). The temporary Program will provide relief from late fees associated with the account for those who bring their accounts current or establish a repayment plan prior to December 31, 2021. The waiver of the late fees will apply as of the effective date of the repayment plan going forward, provided the customer remains current on the payment plan.

The City still has \$290,000 in utility assistance funds through the CDBG federal program. Flyers will be placed with utility bills for the months of October and November notifying residents of the resumption of disconnects and availability of assistance programs.

The City has approximately 12,814 active water utility accounts and a monthly billing of about \$3.5 million. As of early September, approximately 2,062 or 16% of active accounts are delinquent, with a

combined past due amount of \$828,000. This Program is intended to increase collections and decrease delinquencies. Typically, 10% of active accounts are in delinquency with an approximate past due total amount of \$500,000.

Recommendation

Staff recommends adoption of the Resolution.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE ESTABLISHMENT OF THE COVID-19 WATER UTILITY RELIEF PROGRAM; PROVIDING IMPLEMENTATION AND FOR AN EFFECTIVE DATE

WHEREAS, the impacts of the COVID-19 pandemic has caused residents to experience financial hardships, leaving some unable to pay their utility bill; and

WHEREAS, as part of the City's emergency response to the COVID-19 pandemic, utility bill late fees and disconnections were suspended; and

WHEREAS, Section 70-1 of the City Code allows the Director to lengthen the time prior to disconnection of water utility upon establishment by the customer of facts creating a hardship justifying an extension of time; and

WHEREAS, Section 70-1 of the City Code authorizes the Director to promulgate administrative regulations with respect to the exercise of discretion for the extension of payment periods; and

WHEREAS, with the changing Covid-19 related regulations, lifting of the eviction moratorium, and improvements in the pandemic environment, staff is proposing the COVID-19 Water Utility Relief Program (the "Program"); and

WHEREAS, the temporary Program will provide relief from late fees associated with the water utility account for those who bring their accounts current or enter into a repayment plan prior to December 31, 2021; and

WHEREAS, the waiver of the late fees will apply as of the effective date of the repayment plan going forward, provided the customer remains current on the payment plan; and

WHEREAS, the City Commission deems it to be in the best interest of the City to approve the establishment of the COVID-19 Water Utility Relief Program.

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 establishment of the temporary Program, providing City water utility customers relief from late fees associated with their account for those customers that bring their accounts current or enter into a repayment plan prior to December 31, 2021. The waiver of the late fees will apply as of the effective date of the

repayment plan going forward, provided the customer remains current on the payment plan. The City Manager is authorized to implement such administrative rules and procedures as he deems necessary to implement the Program.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK