



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
November 16, 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: October 5, 2021, October 19, 2021

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Redevelopment Agency Meeting Minutes

Attachment: August 24, 2021

Code Compliance Meeting Minutes

Attachment: May 11, 2021, May 26, 2021, June 8, 2021 , June 23, 2021, July 13, 2021

Community Appearance Board Meeting Minutes

Attachment: September 29, 2021

Hillsboro Inlet District Meeting Minutes

Attachment: September 13, 2021 (Budget - First Hearing) , September 20, 2021 (Regular) ,
September 20, 2021 (Budget - Final Hearing)

Education Advisory Board Meeting Minutes

Attachment: September 1, 2021, October 6, 2021

Affordable Housing Committee Meeting Minutes

Attachment: August 9, 2021, September 15, 2021

Planning & Zoning Board Meeting Minutes

Attachment: September 2, 2021

APPROVAL OF THE AGENDA

November 16, 2021

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/87194489538?pwd=Z0k0ZFozL2kxQStkSWUrS0c2Rmp0UT09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 871 9448 9538#

Participant ID: #

Passcode: 069482#

For complete instructions on joining and/or participating during Public Comment, please click the following link or attend in person in the City Commission Chambers adhering to social distancing protocols, temperature checks and face covering recommendations:

Attachment: Zoom Instructions

AWARDS & RECOGNITION

1. Proclamation presented to the Women Impacting Public Policy (WIPP) and the Small Business Saturday Coalition in support and recognition of Small Business Saturday®, on the Saturday after Thanksgiving, November 27, 2021.

Sponsor: Mayor Bill Ganz

ADDENDUM

2. Proclamation in recognition of Family Court Awareness Month.

Sponsor: Mayor Bill Ganz
Commissioner Michael Hudak

PUBLIC HEARINGS – FIRST READING

3. P.H. 2022-012: ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE AMENDED CAPITAL IMPROVEMENTS ELEMENT OF THE CITY'S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance and set second public hearing for December 7, 2021

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

Sponsor: Department of Planning & Development Services

Attachment: Capital Improvements Element

PUBLIC HEARINGS – SECOND READING

- 4. P.H. 2022-016: ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; APPROVING DEPARTMENTAL BUDGET TRANSFERS IN THE AMOUNT OF \$1,543,000 WITHIN THE GENERAL FUND; APPROVING SUPPLEMENTAL APPROPRIATIONS IN THE AMOUNT OF \$63,885 FOR THE NUISANCE ABATEMENT FUND, AND APPROPRIATING THE LOAN PROCEEDS FROM FUND BALANCE OF THE ENERGY PERFORMANCE PROJECT FUND IN THE AMOUNT OF \$1,829,000; APPROVING SUPPLEMENTAL BUDGET APPROPRIATIONS TO THE CRIME PREVENTION FUND FOR THE \$7,350 PRIVATE CONTRIBUTION RECEIVED BY THE CITY; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Department of Financial Services

Attachment: FY21 Budget Amendment

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, appointing Tinka Ellington as a regular member to the Community Appearance Board; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Mayor Bill Ganz

Attachment: CAB Appointment

- 6. Resolution 2021- A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Annette Mitchell as a Commissioner of the Deerfield Beach Housing Authority; and providing an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Mayor Bill Ganz

Attachment: DBHA Reappointment

- 7. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Robert Weech as the Fifth Member to the Board of Trustees of the Municipal Firefighters' Pension Trust Fund; 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 Reappointment

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 8. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a second amendment to Grant Agreement H0329 with the State of Florida, Division of Emergency Management for the Hazard Mitigation Grant Program City Hall Wind Retrofit and Drainage Project to extend the Agreement end date and increase the grant amount; providing an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: H0329 Grant Agreement Amendment

- 9. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Declaration of Restrictive Covenants from Broward County to place an affordable housing restriction on the property located at 464 N. Deerfield Avenue; authorizing the City Manager to execute the Declaration of Restrictive Covenants; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: Declaration of Restrictive Covenants

- 10. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Regional Interlocal Agreement for cooperative fire, rescue, emergency medical services, and special operations response through automatic aid and closest unit response; providing for execution and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Manager

Attachment: Automatic Aid and Closest Unit Response

- 11. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the City's purchase of the CRA owned showmobile for \$25,000.00; terminating the existing Interlocal Agreement between the CRA and the City for the operation and management of the showmobile; approving a new Interlocal Agreement with the CRA for the City's staffing and management of special events within the CRA that may include the showmobile; authorizing execution of the Interlocal Agreement; providing for implementation, conflicts and an effective date. (*Funds from Account #001-7005-579-60-41 - Automotive Equipment*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Parks & Recreation

Attachment: Showmobile

- 12. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Award of Invitation to Bid #21-40-JW for athletic field maintenance services; authorizing execution of an agreement with Juniper Landscaping of Florida, LLC, the lowest priced responsive and responsible bidder, in an amount not to exceed \$99,552.91; providing for implementation and an effective date. (*Funds from Account #001-7020-539-32-24 - Sports Turf Maintenance*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Parks & Recreation

Attachment: Juniper Landscaping of Florida, LLC

ADDENDUM

- 13. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the First Amendment to the Interlocal Agreement with Broward County for Disbursement of HOME Program Funds for the Housing Rehabilitation Program for fiscal year 2019-2020 to reinstate the Interlocal Agreement and extend the term of the Interlocal Agreement; authorizing the City Manager and Mayor to execute the First Amendment; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: HOME Program Funds for Housing Rehabilitation FY 19/20

- 14. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the First Amendment to the Interlocal Agreement with Broward County for Disbursement of HOME Program Funds for the Homebuyer Purchase Assistance Program for fiscal year 2019-2020 to reinstate the Interlocal Agreement and extend the term of the Interlocal Agreement; authorizing the City Manager and Mayor to execute the First Amendment; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: HOME Program Funds for Purchase Assistance FY19/20

- 15. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Second Amendment to the Interlocal Agreement with Broward County for Disbursement of HOME Program Funds for the Housing Rehabilitation Program for fiscal year 2018-2019 to reinstate the Agreement and extend the term of the Interlocal Agreement; authorizing the City Manager and Mayor to execute the Second Amendment; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: HOME Program Funds for Housing Rehabilitation FY18/19

DEPARTMENTAL BUSINESS

- 16. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a sign relocation and reconstruction agreement with Clear Channel Outdoor, LLC pursuant to the City's billboard relocation policy and Section 70.20, Florida Statutes; authorizing the City Manager to execute the sign relocation agreement; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: Clear Channel Outdoor, LLC

- 17. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the rankings and funding allocations to charitable and public purpose organizations for the Community Participation Grant Program; providing for implementation and an effective date. (*Funds from Account #001-8100-569-8099 -***

Community Participation)

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: FY22 Community Participation Grant Program

18. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the City's Projects to be funded with American Rescue Plan Act Funds; 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 & Department of Financial Services

Attachment: American Rescue Plan Projects

19. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Proposals #21-37-PC for the West Water Treatment Plant Chlorine Conversion Project; authorizing execution of an agreement with the top ranked responsive and responsible contractor, Intercounty Engineering, Inc., for an amount not to exceed \$2,491,298.00; providing for implementation and an effective date. (*Funds from American Rescue Plan Fund*)

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: Intercounty Engineering, Inc.

20. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the City of Deerfield Beach Stormwater Management and Flood Resiliency Strategies Master Plan; providing an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Stormwater Management Master Plan

21. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a change order in the amount of \$1,063,000 to provide additional banquet space for the design-build construction of the Johnny L. Tigner Community Center Project, for a total project cost of \$10,179,547.02; providing for execution and an effective date. (*Funds from Account #358-8000-572-61-12 - Construction & Account #358-8000-384-10-00 - Loan/Bond Proceeds*)

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: Johnny L. Tigner Center

COMMENTS BY ADMINISTRATION & LEGAL

COMMENTS BY MAYOR & CITY COMMISSION
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ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, December 7, 2021

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



Meeting Minutes City Commission

Tuesday, October 5, 2021

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Mayor Bill Ganz at 7:00 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

Present: 5 – Commissioner Todd Drosky
Commissioner Michael Hudak - 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

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

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - September 3 & September 13, 2021

Special City Commission Meeting Minutes - September 13, 2021

MOTION was made by Commissioner Parness, seconded by Commissioner Drosky, to approve the meeting 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

Hillsboro Inlet District Meeting Minutes - August 16, 2021

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

ACKNOWLEDGEMENT OF CITY BOARD MINUTES - CONTINUED

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

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

October 5, 2021

MOTION was made by Commissioner Parness, seconded by Commissioner Drosky, 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. Certificate of Recognition presented to Vicki Langlois for her dedication to the City of Deerfield Beach for over 30 years.

Mayor Ganz outlined numerous functions Ms. Langlois performed over 30 years; thereafter, he presented the certificate to Ms. Langlois.

Ms. Langlois commented on her time with the City and her future plans in retirement.

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.

Mayor Ganz recognized Dr. Merlin and the graduating class for their contributions to the City and being awarded the 2021 Student Project of the Year; thereafter, he presented him the certificate.

Commissioner Drosky also commended Dr. Merlin and students for their contributions and being a recipient of the award.

Dr. Merlin and student Noah Brown commented on collaboration with city staff as well as the development in the City.

QUASI-JUDICIAL PUBLIC HEARINGS

3. 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**.

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

Anthony Soroka, City Attorney, outlined the application. He advised that the variance would require a 4/5 vote and asked if the applicant wished to waive the quasi-judicial process.

Christina Bilenki, applicant's representative, waived the quasi-judicial procedure.

Samantha Gillyard, City Clerk, advised that the law firm of Dunay, Miskel, & Backman made campaign contributions to Commissioner Michael Hudak in February 2019, \$1,000, and Commissioner Parness in August 2020, \$1,000.

Ms. Bilenki provided a brief PowerPoint regarding the application. She outlined the details of the application, location being the west side of Dixie Highway, and the zoning designation. There are other auto parts stores within the location that will remain; 10,000 square feet is being designated for O'Reilly's Auto Parts. The property was developed around 1978 and had not been incorporated into the City. The variance is being requested to allow a five-foot perimeter buffer in lieu of the ten-feet as required. Ms. Bilenki provided a current photo of the property, businesses, and the landscaping. As of now, there is no buffer to the residential area. She advised that 8th Avenue will be closed as part of the site plan approval; the area that is limited in buffering will be updated.

Continuing, Ms. Bilenki explained that additional parking is needed and will be added to the rear; whereby, the current uses have an intense parking ratio for this type zoning. The only type uses that would have sufficient parking are warehouse and manufacturing uses. The proposed site plan provides an addition of 8 new spaces; other features include new retention area, drainage at the rear of the property, and 6-foot high concrete wall along NE 8th Avenue for better screening from the multi-family residential to the west. There is a good loading area where most drop-offs will occur overnight and off hours with the assistance of an employee; as well as a loading space for couriers so traffic is not blocked. Pedestrian connections are being proposed as a result of the project for pedestrian safety. Ms. Bilenki explained that the variance is being requested because the property was developed around 1978, and the adjacent right-of-way was platted in 1974, during that time, the right-of-way was 50 feet and 25 feet was dedicated from each parcel on either side of the right-of-way. After 2000, the City adopted street standards in the Code, so local roads are now required to be 60 feet wide, which means an additional 5 feet dedication from the site plan, thus making it difficult to meet the 10 feet landscape buffer requirement.

Lastly, Ms. Bilenki said trying to fit all the site constraints, ensure the property remains a commercially viable shopping center will require the variance with a smaller buffer. With the five-foot dedication of the right-of-way, it will mostly remain green space and does not believe there are any imminent plans to expand the roadway. Therefore, it will still appear as a 10-foot buffer and entail a right-of-way dedication on the west, 5 feet of landscaping and a concrete wall. The landscaping will be on the west side of the wall, so the adjacent residential communities will see an attractive green screen and not stare at a concrete wall. In closing, Ms. Bilenki provided a rendering of where the landscaping will be located, inclusive of trees and other shrubbery to enhance the area.

Mayor Ganz opened the public hearing.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked for clarification on deliveries being made at night.

Ms. Bilenki replied yes, O'Reilly's accepts most deliveries overnight and will occur along Dixie Highway away from the residents.

Mayor Ganz closed the public hearing.

Commissioner Drosky asked if the applicant has met all staff requirements.

Eric Power, Director of Planning & Development Services, replied yes.

Commissioner Drosky said he received a campaign contribution in January 2017 as listed in the agenda backup. Lastly, he spoke in support of the application as the hardship was not the fault of the applicant.

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

The remainder of the Commission spoke in support of the application due to various reasons.

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item 3, adopted Resolution 2021/141. Roll Call:

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

Nays: 0

Mayor Ganz allowed a 2-minute break at 7:35 p.m. so staff could address technical difficulties; the meeting resumed at 7:37 p.m.

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.**

The Ordinance was read by title only.

There was no discussion amongst the Commission.

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

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item 4, adopted Ordinance 2021/022. Voice Vote:

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

Nays: 0

PUBLIC COMMENT

There were no public comments.

CONSENT - BOARD APPOINTMENT

- 5. Resolution 2021/142 - 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.**

The Resolution was read by title only.

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston, to approve Item 5, adopted Resolution 2021/142. Voice Vote:

CONSENT - BOARD APPOINTMENT - CONTINUED

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

Nays: 0

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

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

There was no discussion amongst the Commission.

6. **Resolution 2021/143 - 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)**
7. **Resolution 2021/144 - 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)**
8. **Resolution 2021/145 - 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)**
9. **Resolution 2021/146 - 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)**
10. **Resolution 2021/147 - 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.**
11. **Resolution 2021/148 - 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)**

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Items 6 - 11 in concert. Roll Call:

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

Nays: 0

DEPARTMENTAL BUSINESS**12. Update regarding the Tigner Center Workshop.**

David Santucci, City Manager, said the last time this project was before the Commission, staff was asked to further evaluate expansion of the facility with added banquet space, use, capacity and size of similar facilities at other neighboring cities. He advised that the design-build team and Priscilla Cygielnik, Director of Environmental Services, will provide a presentation and at the end of said presentation, he asked that the Commission provide direction on a change order to effectuate changes to the scope of work to add additional space.

Ms. Cygielnik said some of the PowerPoint presentation is a review, but wanted to provide feedback on the June and August workshops.

Mike Boss, MBR Construction, introduced other members of the design-build team.

Abbas Zackria, Walters Zackria Associates, outlined the existing conditions of the site and the proposed changes to the center; renovating the parking lot which allots 168 spaces, construction of new community center to two stories, and a little more than 20,000 square feet. He advised that only 117 parking spaces are required per code. Mr. Zackria outlined various programs sought through the original request for proposals as well as proposed programs. The building can be rented out for various public functions, such as weddings and other gatherings.

Continuing, Mr. Zackria provided a rendering of the first and second floor plans for the community center. Some of the first-floor spaces include the multi-purpose/banquet room, administrative offices, the warming kitchen and others. The second-floor space includes a TV/lounge room, staff offices, multi-purpose room, etc. The Pioneer Grove standard has also been incorporated into the project. Mr. Zackria provided photos and design inspirations that were included with the proposal; thereafter, he outlined the design criteria based on Pioneer Grove standards; whereas, brick, wood and other materials will be applied to the design for the entry canopy and façade. Furthermore, renderings of the proposed exterior were depicted, i.e. larger canopy with wood detailing, metal and brick for the façade.

Mr. Zackria provided renderings of the interior design. There will be a main office window and counter on the right of the entry; whereas, visitors can stop by to sign in. On the right, will be the banquet room and facility. He explained the facility layout and reiterated what the center will entail; first-floor main lobby, covered plaza, bonus special events terrace that expands the banquet room space, enhanced views among others. Lastly, Mr. Zackria provided an overview of the results obtained through the first public meeting; adding 12 feet to the first-floor at a cost of \$450,000 with 350 seating capacity in the banquet hall. The exterior wall on the first-floor is bearing, so, if only the first-floor were expanded, columns would be necessary as it would limit the use of the banquet facility. For that reason, it is necessary to expand the second-floor by 12 feet as well, at an additional \$450,000. He proposed an extension of the warming kitchen and storage area by 364 square feet, \$163,000; thus, the total cost for the expanded footprint would be \$1,063,000.

Moreover, Mr. Zackria provided an analysis of the additional electrical and maintenance cost of \$6,600 annually for the expanded footprint. He said the project completion is based on whether the Commission decides to expand; if so, additional time is needed and the 660 days and 90 days would start when direction is given.

DEPARTMENTAL BUSINESS - CONTINUED

Ms. Cygielnik provided the proposed budget for the project, \$9.6 million; whereas, the construction account has available funds of \$480,000. She advised that there will be other costs during construction; however, \$490,000 was budgeted for administrative expenses and it is possible that only half will be used. Ms. Cygielnik outlined other line accounts for the project: funds for architect/engineering have been used; relocation expenses [\$155,000] are still needed to move staff around during the project; testing expense has funds remaining. Lastly, she advised that \$1.2 million remains from the budget, but there are still expenses ahead that were earmarked for the project.

Commissioner Parness asked the current capacity of the gym and the availability of the banquet room.

Mr. Abbas replied approximately 11,000 square feet; furthermore, for weddings, no one would want to rent the gymnasium and would rent the banquet hall. Thereafter, he provided a summary of results from the second public meeting; whereby, many spoke in support of expanding because the City is growing. He advised that some said they go to other cities and rent their facilities, but would prefer using a city facility. Mr. Abbas said after speaking with the Pompano Beach Parks & Recreation staff, they were advised that many people rent the E. Pat Larkins Center and have 275 rentals yearly with 60 of those being large event rentals; most of the events are comprised of 15 to 30 people for small events and 200 to 280 for large; predominantly rented by Pompano Beach residents. He said some large events do exceed 300 to 350 capacity. Also, another center within Pompano Beach has about 60 large events annually.

Vice Mayor Preston spoke in support of the expansion as this is the only chance to increase especially with the potential for an increase in population. Although there is an additional cost, he asked that his colleagues consider what will happen if this opportunity is missed.

Commissioner Drosky said he has wanted the statistics on Pompano Beach for a while and makes the decision process difficult. Furthermore, he said the public workshops focused on building and expecting people to come after. He advised that there is a fiscal responsibility to the city residents and the added cost is not warranted. Furthermore, based on the information presented, it does not appear that Deerfield Beach residents are renting in Pompano Beach for large scale events. Additionally, he agreed that this is the best time to build it, but again does not see the value.

Commissioner Parness spoke in support of the expansion; whereas, he has gone to many events at the gym and is embarrassed to be relegated to a gym instead of a banquet room. He also commented on not knowing exactly how many Deerfield Beach residents use Pompano Beach facilities.

Commissioner Hudak expressed concern with the additional funds to expand, as the \$1.06 million is earmarked for another project and could be put toward a better use. Although he thinks it is a great plan, he is concerned that other projects will suffer.

Mr. Santucci said the reason staff anticipates 2 large events moving forward because they programmed events; whereby, both are held in the gym. Although Juneteenth was held at an off-site location, it is planned to have Juneteenth, the Women's Annual Banquet, and another event at the facility. Furthermore, he said the City Hall renovation could be impacted and may not be as originally envisioned. Mr. Santucci said the City has been awarded grant funds and could be used for the hardening of the building and other stormwater projects through the Hazard Mitigation Grant Process. Also, he recommended pausing the City Hall project to see how the Tigner Center and Active Aging projects play out.

Vice Mayor Preston commented on fiscal responsibility.

Mayor Ganz commented on the expansion being for the entire city and the need to accommodate a growing population; i.e. changes at the former Chamber of Commerce building to create a community facility in District 1. He said the City needs a facility it can be proud of and therefore supports the expansion to accommodate future events. Thereafter, he opened the public hearing.

Terry Scott, 180 SW 3rd Avenue, Deerfield Beach, said the facility belongs to everyone and should be done for everyone. Mr. Scott also commented on a lack of fiscal responsibility without seeking comments from the public. Lastly, he said the focus should be on giving the residents a space within the City instead

DEPARTMENTAL BUSINESS - CONTINUED

of elsewhere.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, said the community has numerous events that occur outside the City because of limited space. Thereafter, she advised that there are events that people are holding elsewhere due to size and spoke in support of the expansion due to a growing population and the opportunity to attract other organizations to the City.

Mayor Ganz closed the public hearing.

Vice Mayor Preston said he has conversed with people from all districts who've expressed the need for this project to benefit the City.

Commissioner Hudak said it is true that the City is missing out on a lot of events because the City does not have any place to have the events and although the Commission agrees to build, he is not sure that it needs to be much bigger than the original footprint for an additional \$1 million.

Mayor Ganz opined that the expense is justifiable and will be an improvement; whereby, he explained that the focus should be on the future needs of the City. Although some things may be sacrificed at City Hall, it will directly benefit the residents and should be done now as it may take decades to see this opportunity again. Lastly, Mayor Ganz said if the expanded size is approved, he would like to reconsider the warming kitchen as it may be overkill or possibly have staff provided reasons to keep it.

Anthony Soroka, City Attorney, advised the Commission that the change order is not on the agenda; therefore, no motion/vote is necessary.

Mayor Ganz asked that the sherbet colored squares be reconsidered; while the pop of color is great, he asked that there be some creativity as it may provide flexibility in the future to make changes.

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.

The Ordinance was read by title only.

There was no discussion amongst the Commission.

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

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item 13 on first reading. Voice Vote:

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

Nays: 0

14. Resolution 2021/149 - 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.

The Resolution was read by title only.

DEPARTMENTAL BUSINESS - CONTINUED

David Santucci, City Manager, said staff created this program to help reestablish regular operations within the Customer Service division and provide residents with relief to make repayments to their utility bill. Originally, turnoffs were suspended in March 2020 at the beginning of the pandemic, and feels that the cutoffs should cease; however, to be sensitive to residents' personal situations, this program is being recommended. He explained that the program allows residents to spread out some late fees over the course of a year or longer; as long as they enter into the arrangement and/or pay off any late fees that would be assessed would be forgone so long as they maintain the payment on the program and their current balance.

There was no discussion amongst the Commission.

Mayor Ganz opened the public hearing.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked who is eligible to participate.

Mr. Santucci replied that it is for any resident delinquent in their payments and needs to enter the repayment program.

Mayor Ganz closed the public hearing.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Parness, to approve Item 14, adopted Resolution 2021/149. Roll Call:

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

Nays: 0

COMMENTS BY ADMINISTRATION & LEGAL

CITY ATTORNEY - None.

CITY MANAGER

Hybrid Meetings - David Santucci, City Manager, said the Commission decided to evaluate the structure of meetings monthly; whereas, the Commission may decide to have all members present on the dais or continue with a majority in person and two others participating via Zoom. Thereafter, he provided statistical data regarding COVID-19 cases and the vaccination rate.

It was the consensus of the Commission to continue hybrid meetings.

COMMENTS BY MAYOR & CITY COMMISSION**COMMISSIONER HUDAK****DISTRICT 1**

Saturday Office Hours - Commissioner Hudak said he will be available this Saturday from 9 a.m. till noon; appointments can be made by contacting the City Manager's Office.

District 1 Meeting - Commissioner Hudak said a district meeting will be held at City Hall on October 11th and via Zoom from 7 p.m. till 9 p.m. State Representative Chip LaMarca and County Commissioner Lamar Fisher will be present via Zoom. Additionally, representatives from Broward Health will attend as well. City staff has provided information on attending via Zoom.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED**VICE MAYOR PRESTON****DISTRICT 2**

BSO Substation - Vice Mayor Preston said he is interested in starting a substation at the Johnny Tigner Community Center which has been discussed with Chief Hofstein. They both think it is a good idea as it will help discourage illegal criminal presence and activity. This change would also promote a relationship between the community and police. Furthermore, it provides a safe haven for kids.

Buck Pride Day - Vice Mayor Preston said this event is being planned and could possibly be held at the end of October. This will be a community clean-up with various leaders and groups are invited to provide input. The clean-up will take place between Hillsboro Boulevard and SW 10th Street, Dixie Highway to Oveta McKeithen Recreational Complex. A cookout is planned; BSO will be included which will allow positive interaction with the community.

City Commission Meeting - Vice Mayor Preston said he will be out of town on November 8th and unavailable for the November 9th meeting.

COMMISSIONER PARNES**DISTRICT 3**

District 3 Meeting - Commissioner Parnes said the meeting will be held on October 20th at 7:00 p.m. via Zoom and includes various City departments, BSO Police/Fire and Code Enforcement to answer questions and obtain feedback on how the City can help the residents. Anyone desiring to attend via Zoom may obtain the link by contacting the City Manager's Office.

COVID-19 - Commissioner Parnes expressed concern with the number of people that are still dying, unvaccinated and not wearing masks. Commissioner Parnes also gave several locations where the vaccine is being offered. He implored people to wear their masks.

District 3 Meeting - David Santucci, City Manager, advised that the Florida Department of Transportation will attend the District 3 meeting to discuss 10th Street.

COMMISSIONER DROSKY**DISTRICT 4**

City Commission Meeting - Commissioner Drosky offered moving the November meeting to another day, so Vice Mayor Preston can attend.

Vice Mayor Preston suggested leaving the meeting as is.

Commissioner Drosky asked that the City Manager seek alternate dates.

Movies in the Park - Commissioner Drosky said on October 8th at 7:30 p.m., the Addams Family will be playing at the Villages of Hillsboro Park.

Stormwater Workshop - Commissioner Drosky encouraged residents to stay engaged in this topic as it is one of the most important projects the Commission will vote on, although many residents do not participate with the workshops. The Commission is required to prioritize 10 years of projects both new and existing and due to the flooding issues throughout, everyone is affected and resident feedback is needed.

Board Vacancies - Commissioner Drosky asked the Commission to review their vacancies on the boards as some are unable to meet due to lack of a quorum. He said the Community Appearance Board could not meet because of quorum issues. He encouraged his colleagues to fill vacancies with interested residents.

Florida Legislature - Commissioner Drosky said the session begins in January 2022. Currently, the legislature has already started with committee meetings to decide what bills to introduce into the next session. He advised that attacks will continue against home rule and recommended receiving updates through the Florida League of Cities by texting 50457. The issues are very important and resident

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

participation is extremely important.

Thereafter, Commissioner Drosky commented on issues the Legislature will address, home rule, Airbnb's, short term rentals and Senate Bill 280, which requires cities and counties to include a business impact statement for every ordinance passed. This requires a series of criteria, no less than 8, which he outlined. Commissioner Drosky said providing the information requested in the bill will take a lot of time to incorporate into an impact statement; wherein, contracting with outside resources maybe necessary.

Commissioner Parness left the dais temporarily at 9:22 p.m.

MAYOR BILL GANZ

Home Rule - Mayor Ganz agreed with Commissioner Drosky on the attack on home rule as it is constant. He referenced a matter in Key West as a decision was overturned by the State.

BSO Police Response - Mayor Ganz thanked Chief Hofstein for his quick response after he received a phone call from a resident; whereby, someone was taken in for psychiatric evaluation. He said the situation was handled delicately, but swiftly.

Grant Opportunities - Mayor Ganz advised that there are grant opportunities available for Junior Angler's Day, up to \$400,000 through Bass Pro Shops. He also thanked everyone for their participation in the event as they help make it successful.

Board Vacancies - Mayor Ganz requested a list of his vacancies so he can start considering filling.

ADJOURNMENT

There being no additional business to discuss.

The meeting adjourned prior to Commissioner Parness returning.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Drosky, to adjourn the meeting at 9:26 p.m. Voice Vote:

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

Nays: 0

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk



Meeting Minutes City Commission

Tuesday, October 19, 2021

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Mayor Bill Ganz at 7:00 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

Present: 5 – Commissioner Todd Drosky
Commissioner Michael Hudak - 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
Assistant City Clerk Heather Montemayor

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

APPROVAL OF CITY COMMISSION MINUTES

Special City Commission Meeting Minutes - August 24, 2021

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

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

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Appearance Board Meeting Minutes - August 11, 2021

Firefighter's Pension Fund Meeting Minutes - March 29 & July 12, 2021

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 CITY COMMISSION AGENDA

October 19, 2021

David Santucci, City Manager, asked that Item 8 be tabled.

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

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

Nays: 0

AWARDS & RECOGNITION

1. Certificate of recognition presented to Melisa Taschi for being Nominated City of Deerfield Beach Student Scholar of the Month for October 2021.

Mayor Ganz presented a certificate of recognition to Melisa Taschi for her nomination as the City of Deerfield Beach Student Scholar of the Month, based on her hard work in the classroom and continued performance as an honor roll student.

Ms. Taschi was present to accept the certificate.

2. Proclamation presented to the Florida League of Cities in recognition of Florida City Government Week.

Mayor Ganz presented a proclamation recognizing Florida City Government Week as October 18th - October 24th, as sponsored by the Florida League of Cities.

3. Certificate of appreciation presented to Claude Dubois, Wyndham Deerfield Beach General Manager, for his dedication and support of the Deerfield Beach community and continuing to build and foster relationships with residents.

Commissioner Hudak commented on the various activities the Wyndham has hosted; thereafter, he explained that Mr. Dubois hired someone to work at the Wyndham during a tough financial time.

Mayor Ganz said Mr. Dubois always goes above and beyond and thanked him for his contributions.

Mr. Dubois thanked the City for all it does in support of the Wyndham.

PUBLIC HEARING - SECOND READING

4. P.H. 2022-001: ORDINANCE 2021/023 - 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.

The Ordinance was read by title only.

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

PUBLIC HEARING - SECOND READING - CONTINUED

In response to Commissioner Parness' question, Anthony Soroka, City Attorney, replied that it could be a criminal offense, depending on the nature of the offense. This ordinance in part provides for a mechanism to correct the damage and abatement in a timely manner and provide for the funds to do so.

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item 4, adopted Ordinance 2021/023. Voice Vote:

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

Nays: 0

PUBLIC COMMENT

Dennis Wise, 619 Mill Street, Raleigh, NC, Recyclops, said a packet of information was provided to the Commission regarding their services, which he outlined. He explained how the recycling service works because it is door to door and local people are hired, such as Uber drivers, to pick up recyclable items, including glass. Thereafter, Mr. Wise listed various cities they currently work with; locally, Coral Springs, Margate, Coconut Creek, and Deerfield Beach.

Amie Kay Tanner, 111 SE 5th Avenue, Deerfield Beach, said she has various recyclable material that has been cleaned and is uncontaminated. She said she has taken numerous bags to Central City Campus for recycling and commented on the problem that will be created in the future if something is not done now.

Commissioner Parness commented on Target's recycling program that is set up in the store at Powerline and Hillsboro.

CONSENT - BOARD APPOINTMENTS

5. Resolution 2021/150 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Dorothy Plaut as a regular member to the Deerfield Beach Education Advisory Board to fulfill an unexpired term; providing for an effective date.

The Resolution was read by title only.

Mayor Ganz spoke in support of Ms. Plaut joining the Education Advisory Board. Thereafter, the public hearing was opened; 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 5, adopted Resolution 2021/150. Voice Vote:

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

Nays: 0

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

6. Resolution 2021/151 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to the Maintenance Memorandum of Agreement with the Florida Department of Transportation for the maintenance of rectangular rapid flashing beacon signs on a portion of State Road A1A at the crosswalks located at SE 10th Street, SE 6th Street, and SE 4th Street; authorizing execution of the Amendment; providing for implementation and an effective date.

The Resolution was read by title only.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

David Santucci, City Manager, commented on how this project came about and its benefit to public safety.

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

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston, to approve Item 6, adopted Resolution 2021/151. Roll Call:

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

Nays: 0

DEPARTMENTAL BUSINESS

7. Resolution 2021/152 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, amending the 2021/2022 schedule of City Commission meetings; 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.

There was no discussion amongst the Commission.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston, to approve Item 7, adopted Resolution 2021/152. Voice Vote:

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

Nays: 0

8. ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS", SECTION 98-59 "S, OPEN SPACE" OF THE CITY OF DEERFIELD BEACH LAND DEVELOPMENT CODE TO PROVIDE FOR BEACH CHAIR AND UMBRELLA SETUPS AS AN ACCESSORY USE TO A BEACH USE IN THE S, OPEN SPACE, ZONING DISTRICT, SUBJECT TO CONDITIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

During Approval of the Agenda, Item 8 was tabled.

9. Presentation regarding the proposed design for the "BTactical" Pilot Project on NE 3rd Avenue.

David Santucci, City Manager, asked that Items 9 and 10 be presented simultaneously as they are related.

Eric Power, Director of Planning & Development Services, provided a PowerPoint presentation regarding BTactical Urbanism. The Broward Metropolitan Planning Organization (MPO) started this new grant program; whereby, Deerfield Beach was the first recipient. The Broward MPO partnered with Broward County, holding various workshops virtually and in person. The project includes the area around Broward Health North, Sample Road and NE 3rd Avenue. The project also received a monetary grant from AARP for \$20,000. Thereafter, Mr. Power outlined the changes to be made to the roads, decorative crosswalks, intersection improvements at 44th Street to curb speeding; whereas, someone was recorded driving 99

DEPARTMENTAL BUSINESS - CONTINUED

miles per hour and the speed limit is 35 mph with the average being 47. Other photos were provided which will include temporary changes to the crosswalks before signage is added. Lastly, the next resident meeting date will be Saturday, November 6th and the community build day December 11th. Reminders will be sent to residents via a previous e-mail list. In closing, he advised that the changes will be through volunteers and are temporary.

10. Resolution 2021/153 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing submission of the Cycle 6 Complete Streets and Other Localized Initiatives Program Application to the Broward Metropolitan Planning Organization for the NE 3rd Avenue Safety and Mobility Improvements Project (the "Project"); supporting the project as a Local Agency Program Project; committing to funding the construction contingency and upfront costs for design, construction, and construction engineering and inspection services for the project, subject to reimbursement under the Local Agency Program; providing for implementation and an effective date.

The Resolution was read by title only.

Following the presentation for Item 9, Priscilla Cygielnik, Director of Environmental Services, provided a PowerPoint presentation for Item 10, CSLIP. Ms. Cygielnik explained that the Broward Metropolitan Planning Organization CSLIP provides funding for location transportation projects that improve safety and mobility; whereas, the NE 3rd Avenue need for traffic calming falls into that category. While the changes to NE 3rd Avenue are temporary, the goal is to make permanent changes through CSLIP funding. The City commits to front fund costs for design and construction subject to reimbursement under the Local Agency Program.

Continuing, Ms. Cygielnik outlined the scope of work for permanent improvements from NE 3rd Avenue from Sample Road to NE 48th Street: sidewalk improvements, ADA accessibility improvements, intersection improvements, improved bicycle facilities, signage and paving. The current road configuration is not conducive to bicyclists as the inside lane becomes a turn lane. The proposed change will entail an interior turn lane, buffer the bike lanes and provide more landscaping. Lastly, Ms. Cygielnik asked that the Commission consider approving the application and advised that the City is required to front funds, but design and construction can be reimbursed through the Local Agency Program.

In response to Mayor Ganz's question, Ms. Cygielnik replied that the Broward MPO is reimbursing the design and construction. The funds will have to be budgeted first then reimbursement will be received.

Commissioner Hudak commended staff for their efforts and spoke in support of the project.

Commissioner Parness expressed concerns with the reduction of lanes due to an increase in population.

Eric Power, Director of Planning & Development Services, and Ms. Cygielnik explained the need to make the roads safer by lane reduction; whereby, suicide lanes will be removed. The focus is not moving the vehicles through faster, but safety.

Mayor Ganz provided an example of how lane reductions increase the number of cars that can pass through when there is a dedicated turn lane; therefore, he supports the application.

Commissioner Hudak commented on the speed and how dangerous it has been for pedestrians.

Vice Mayor Preston commented on how the plan is geared toward safety which is the biggest priority as this is not a traffic study.

David Santucci, City Manager, advised that the pilot program will allow for testing, but asked when the CSLIP project would come to fruition.

DEPARTMENTAL BUSINESS - CONTINUED

Ms. Cygielnik replied that it is programmed 5 years out. The City would find out next year if awarded the grant and then it would be programmed in the FDOT work program in 2026 or 2027.

Mr. Santucci said the BTactical project is scheduled for early December which is a means for temporary improvements to test if those measures are effective in pedestrian safety and does not hinder mobility as well.

Mayor Ganz clarified that if the pilot program is not successful, then the next portion, CSLIP, would not move forward.

Mr. Santucci said that is correct, amendments can be made to the CSLIP project based on results from the BTactical project.

Mayor Ganz opened the public hearing.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, spoke in support of the project as it is important to slow down the traffic to protect the residents, walkers, and bicyclists.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, said this project was presented to the Education Advisory Board, and they wholeheartedly support it due to safety reasons. She said although the changes are temporary, if something needs to be amended, it should be done.

Mayor Ganz closed the public hearing.

Commissioner Parness continued to express his concerns with the project and the potential difficulty for emergency vehicles getting through as he believes it will cause problems.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to approve Item 10, adopted Resolution 2021/153. Roll Call:

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

Nays: 0

COMMENTS BY ADMINISTRATION & LEGAL**CITY ATTORNEY**

Senate Bill 280 - Anthony Soroka, City Attorney, said SB 280 was filed in Legislature for an session and would require that anytime the City adopts an ordinance, a business impact statement must be prepared and include resource intensive information. Additionally, it would create a separate new cause of action to challenge an ordinance based on it being arbitrary and unreasonable. He said if the Commission does not agree with this, it is time to address it; whereby, his firm is working with the League of Cities. Furthermore, if an ordinance is challenged, based on a certain timeframe, the ordinance can be suspended until reviewed by the Courts; resulting in a significant impact on city operations.

CITY MANAGER

Commuter Rail Station Workshop - David Santucci, City Manager, said the workshop has been postponed to Thursday, November 18th from 6 to 8 p.m. He said he will be in attendance since there is potential of a commuter rail station in the City.

BSO Meeting - Mr. Santucci said a second meeting will be held in Cooper City on October 26th that he will be attending.

COMMENTS BY ADMINISTRATION & LEGAL - CONTINUED

Welcome Staff - Mr. Santucci introduced Lt. Ana Murillo Quigley, Executive Officer.

Thereafter, comments were given by Chief Adam Hofstein and Lt. Murillo Quigley.

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

Saturday Office Hours - Commissioner Drosky said he will have office hours on Saturday, November 6th, from 10 am till noon, appointments can be either in person or via Zoom.

Fall Festival - Commissioner Drosky said the Fall Festival was a very successful event, well attended, well organized and recommended staff be ready for the next event in December.

COMMISSIONER PARNESS**DISTRICT 3**

District 3 Meeting - Commissioner Parness said the district meeting will be held tomorrow night, via Zoom. A link is provided on the City's website.

Illegal Contractors - Commissioner Parness commented on the use of illegal contractors and why it is important to use licensed contractors. He encouraged people to check on whether a permit was pulled as professionals will check the work to confirm it is done properly.

COMMISSIONER HUDAK**DISTRICT 1**

BTactical Urbanism - Commissioner Hudak thanked Commissioner Parness for supporting the project.

Upcoming Events - Commissioner Hudak outlined upcoming events: Friends of Arboretum plant sale on Saturday at Constitution Park, Halloween festivities at Leo Robb Gym, and the Haunted House at the Arboretum. He also applauded the turnout at the Fall Festival, held at Pioneer Park.

VICE MAYOR PRESTON**DISTRICT 2**

COVID-19 Pandemic - Vice Mayor Preston asked that everyone consider the seriousness of the virus as it is still evolving. Although everyone wants to get back to normal, COVID is very dangerous; thereafter, he commented on an employee, Martha Bennett, who recently passed and served the City for over 30 years. Vice Mayor Preston asked for prayers for her family and those she worked with at the Focal Point. He also commented on Secretary of State Colin Powell's passing and asked that people be very cautious in this environment.

District Clean Up - Vice Mayor Preston said the logistics for the clean up are being worked on and a date will be provided soon for November.

Beach House - Vice Mayor Preston said the Beach House opened on the 13th. He thanked Nora Rupert, Broward County School Board, for her help, as well as City staff. He said the Beach House is associated with mental health awareness; wherein, Deerfield Beach High School students will have a place to go and someone to talk with. It is in the elementary stages but believes it will be very special. He again thanked Ms. Rupert, the high school, city staff and the Commission for helping with this initiative.

MAYOR BILL GANZ

Waste Management Facility Closure - Mayor Ganz said the County has pushed back against the facility closure of Mount Trashmore. He said if it is not allowed to close, Waste Management may seek a height increase. He encouraged the Commission to be vigilant.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

Sun Sentinel Editorial - Mayor Ganz said a young lady was murdered in Pembroke Pines by a maintenance worker who had access to the master keys. There is no law in Florida protecting renters by requiring a background check on maintenance workers. Although it is being proposed by Senator Lynn Stewart, he is unsure if anything can be done on a city level that will effectuate change. Nevertheless, something should be done as this man killed a 19-year old woman and himself.

Halloween - Mayor Ganz asked that everyone be safe on Halloween as a lot of people come into the City for the activities.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Parness, seconded by Commissioner Drosky, to adjourn the meeting at 8:19 p.m. Voice Vote:

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

Nays: 0

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk



Meeting Minutes Community Redevelopment Agency

Tuesday, August 24, 2021

6:30 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Chair Bill Ganz at 6:30 p.m., in the City Commission Chambers, 150 NE 2nd Avenue, Deerfield Beach, Florida.

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

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

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes

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

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

Nays: 0

APPROVAL OF COMMUNITY REDEVELOPMENT AGENCY AGENDA

August 24, 2021

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

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

Nays: 0

GENERAL ITEMS

- 1. CRA Resolution 2021/005 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), 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.

Kris Mory, Director of Economic Development, said since 2005, the CRA has entered into various interlocal agreements with the City of Deerfield Beach; whereby, this agreement, which is a renewal, allows the CRA to use city services and create a framework for compensating the City for those services.

There was no discussion amongst the Board.

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

MOTION was made by Mr. Hudak, seconded by Vice Chair Preston, to approve Item 1 adopted CRA Resolution 2021/005. Roll Call:

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

Nays: 0

- 2. CRA Resolution 2021/006 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving the Work Authorization with Keith and Associates, Inc., for engineering design services for the Main Beach Parking Lot Concrete Seating Project in an amount not to exceed \$42,060.00; authorizing execution of the Work Authorization; providing for an effective date. (Funds from Account #190-8000-552-63-08 - Main Beach Parking Lot)**

The Resolution was read by title only.

Kris Mory, Director of Economic Development, stated that at the June meeting, the Board directed staff to move forward with implementing amphitheater style seating at the main beach parking lot. Thereafter, a photograph of the proposed rendering was displayed. The design contract includes funding for all aspects of the design, i.e. surveying, conceptual drawings, 100% drawings, bidding and construction/administration.

In response to Chair Ganz's question, Ms. Mory replied that the top seat is 16" off the ground of the parking lot.

Chair Ganz suggested adding bollards to prevent vehicles from going straight forward.

Ms. Mory advised that the suggestion will be incorporated into the design.

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

MOTION was made by Mr. Hudak, seconded by Mr. Parness, to approve Item 2 adopted CRA Resolution 2021/006. Roll Call:

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

Nays: 0

GENERAL ITEMS - CONTINUED

- 3. CRA Resolution 2021/007 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving the Commercial Facade Improvement Program Funding Agreement for LMRCOVE, LLC (dba Two Georges at the Cove) in an amount not to exceed \$100,000; waiving certain program guidelines; authorizing execution of the Agreement; and providing for an effective date. (Funds from Account #190-8000-552-39-59 - Commercial Facade Improvement Loan Program)**

The Resolution was read by title only.

Kris Mory, Director of Economic Development, displayed a photograph of the proposed rendering. Thereafter, she explained that LMRCOVE, LLC requests a waiver of the regulations, as the project does not meet the existing criteria. LMRCOVE purchased the business portion of the property, but not the land. She said Lou Moshokos, new property owner, has a 5-year option to purchase, which he intends to exercise; whereby, CSHJ, LLC, current landowner, has agreed to lien the property for five (5) years, which is typically done for all commercial façade grant awards. Lastly, Ms. Mory said the project qualifies for the program maximum of \$100,000.

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

In response to Mr. Hudak's question, Ms. Mory replied that Mr. Moshokos also owns Lucky Fish in Pompano Beach and is aware of building in coastal environments; nevertheless, the building will be designed to withstand a category 5 hurricane.

In response to Mr. Drosky's question, Ms. Mory replied that the project is currently in development review and once completed, she will have a better understanding of when construction will commence.

Mr. Drosky advised that he received a campaign contribution from Mr. Scaggs in 2017.

Mr. Hudak advised that he also received a campaign contribution from Mr. Scaggs in 2019.

Ms. Mory clarified that Mr. Scaggs will not financially benefit from this transaction.

In response to Mr. Parness' question, Ms. Mory replied that the restaurant will remain open during construction and their kitchen will be relocated to a mobile semitrailer that will be placed in the parking lot. She stated that Mr. Moshokos was very adamant about the restaurant staying open to ensure that his employees remain employed.

Chair Ganz reopened the public hearing; however, there was none to speak and the public hearing was closed. Thereafter, he spoke in support of the project.

MOTION was made by Mr. Hudak, seconded by Mr. Parness, to approve Item 3 adopted CRA Resolution 2021/007.
Roll Call:

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

Nays: 0

4. Presentation of the Fiscal Year 2022 CRA Budget.

Kris Mory, Director of Economic Development, outlined a change to the proposed budget. After receiving information regarding the boat parade, Ms. Mory requested approving the budget as amended, adding \$2,000 to special events so an expanded boat parade event can be offered in the upcoming year.

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

Mr. Drosky requested discussion on the capital improvement plan during future meetings because there are projects he would like to possibly move around, i.e. the main beach parking lot and island entryway.

GENERAL ITEMS - CONTINUED

MOTION was made by Mr. Parness, seconded by Mr. Hudak, to approve the budget as amended. Roll Call:

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

Nays: 0

ADMINISTRATION COMMENTS

There were no comments.

BOARD COMMENTS

There were no comments.

PUBLIC COMMENT

There were no public comments.

ADJOURNMENT

MOTION was made by Mr. Hudak, seconded by Mr. Parness, to adjourn the meeting at 6:50 p.m. Voice Vote:

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

Nays: 0

BILL GANZ, CHAIR

Samantha Gillyard, CMC, City Clerk

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

May 11, 2021

Eugene Steinfeld

Presiding

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

PRESENT: Bernard Pita Code Compliance Director
Gregory Wienbarg, Code Compliance Inspector
Jean Placide, Code Compliance Inspector
Angelica Morales, Code Compliance Inspector
Marcio Chaves, Code Compliance Inspector
Silvio Baca, Code Compliance Inspector
Maritza Martinez, Administrative Assistant
Winlett Jordan-Banton, Special Magistrate Clerk

For the record Shariann Pearson, Special Magistrate Clerk, swore the attendees.

<u>Tab</u>	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
11	<u>21030083</u>	BAYLISS,JOHN M	1558 SE 10 ST, DEERFIELD BEACH, FL 33441	ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted.	RESPONDENT WAS NOT PRESENT CASE WAS DISMISSED
12	21030061/exter ior maint.	SENTRY DEERFIELD BEACH LLC	545 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Section 14-105(1) - Exterior building and structure standards.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-4-2021 \$100 PER DAY \$80 PROSECUTION COST
18	21030124	DUNLAP,GLORIA	5025 E LAKES DR, DEERFIELD BEACH, FL 33064	ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards.	RESPONDENT WAS PRESENT – GLORIDA DUNLAP FINAL ORDER ISSUED COMPLY BY 6-4-2021 \$250 PER DAY \$80 PROSECUTION COST
19	21030125	ST JUSTE,THOMAS	255 NE 39 CT, DEERFIELD BEACH, FL 33064	Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-4-2021

				Section 34-160 -Parking or storage for over 72 hours restricted. Section 66-117.(a) - Parking prohibitions; enforcement. Section 66-117.(b) - Parking prohibitions; enforcement.	\$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
20	21030126	LOMBARDI,RYAN M H/E LOMBARDI,CHRISTINA	1452 SE 5 PL, DEERFIELD BEACH, FL 33441	Section 14-105(1) - Exterior building and structure standards. Section 46-28(a) - Storage of materials.	RESPONDENT WAS NOT PRESENT CONTINUED TO 11-2-2021
21	21030127	FERRELL,LELIA M H/E DAVIS,THERESA	322 SW 10 CT, DEERFIELD BEACH, FL 33441	Section 14-105(4) - Exterior building and structure standards. Section 14-106(b) - Minimum standards for yard and landscape areas. ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-4-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
22	21030134	FEITAL,ROGERIO H/E DA COSTA FEITAL,MONICA	572 N DEERFIELD AVE, DEERFIELD BEACH, FL 33441	ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards.	RESPONDENT WAS NOT PRESENT

				Section 14-106(b) - Minimum standards for yard and landscape areas. DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse DIVISION 3. BSO ENFORCED-REGULATIONS, GENERALLY Section 66-59. (c)(1)(a)- Parking on residentially zoned lots. ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	FINAL ORDER ISSUED COMPLY BY 6-4-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
23	21030084	SWAY 2014-1 BORROWER LLC	285 NW 7 CT, DEERFIELD BEACH, FL 33441	ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Section 14-106(b) - Minimum standards for yard and landscape areas. ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-4-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
24	21010087	JEROME,AMONAISE ZEPHIRIN,ELUCIEN	317 NW 6 CT, DEERFIELD BEACH, FL 33441	ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted DIVISION 3. BSO ENFORCED-REGULATIONS, GENERALLY	RESPONDENT WAS NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

				Section 66-59. (c)(1)(a)- Parking on residentially zoned lots ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	
25	21010125	LITUS,TIEJOSHISME	4201 NW 7 AVE, DEERFIELD BEACH, FL 33064	Section 10-4(a) - Maintaining animals in general; limitation on number of pets; enforcement. ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards Section 14-106(b) - Minimum standards for yard and landscape areas. ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted. ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 5-7-2021 \$100 PER DAY PER VIOLATION

				Section 66-117.(a) - Parking prohibitions; enforcement. ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	
26	21010167	MOYA,DAVID & H/E MOYA,APOLINAR JR & MOYA,H EST	4401 NE 2 TER, DEERFIELD BEACH, FL 33064	ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Section 14-105(4) - Exterior building and structure standards. Section 14-106(b) - Minimum standards for yard and landscape areas. ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted. ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 5-7-2021 FOR \$100 PER DAY PER VIOLATION

29	21030109	TAPPER,LISSETTE H/E TAPPER,DELBERT R	470 NW 42 ST, DEERFIELD BEACH, FL 33064	Section 14-106(b) - Minimum standards for yard and landscape areas. ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a-g) - Tree preservation.	RESPONDENT WAS PRESENT – LISSETTE TAPPER CONTINUED TO 7-13-2021
30	21030110	ORMACHEA,LISSETTE A	4120 NE 4 TER, DEERFIELD BEACH, FL 33064	ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Section 14-106(b) - Minimum standards for yard and landscape areas ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-4-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
31	21030074/prop . maint.	PRAXIS VENTURE LP %MRK PARTNERS INC	1450 SW 11 WAY, DEERFIELD BEACH, FL 33441	ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-4-2021 \$100 PER DAY \$80 PROSECUTION COST
32	21030005	VOLTAIRE,JACQUELIN	820 NE 43 ST, DEERFIELD BEACH, FL 33064	ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS NOT PRESENT

					FINAL ORDER ISSUED COMPLY BY 6-4-2021 \$100 PER DAY \$80 PROSECUTION COST
34	21030123	CURIK,EVA	280 SE 6 AVE, DEERFIELD BEACH, FL 33441	Section 14-105(1) - Exterior building and structure standards. Section 14-106(b) - Minimum standards for yard and landscape areas. ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation.	RESPONDENT WAS NOT PRESENT CONT. TO 6-8-2021
35	21030133	KHACHATRYAN,GRACHIK KHACHATRYAN,JACOB H	476 NW 3 AVE, DEERFIELD BEACH, FL 33441	ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Section 14-106(b) - Minimum standards for yard and landscape areas. DIVISION 3. BSO ENFORCED-REGULATIONS, GENERALLY Section 66-59. (c)(1)(a)- Parking on residentially zoned lots. ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	RESPONDENT WAS PRESENT - ROSHAWNDA WALLACE CONT. TO 7-13-2021

37	21020001	MOYER,WENDY K WILLIAMS,NOVIE D	332 SW 2 AVE, DEERFIELD BEACH, FL 33441	Section 14-106(b) - Minimum standards for yard and landscape areas. ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation.	RESPONDENT WAS NOT PRESENT EXTENDED TO 6-4-2021
38	21020037	FRANKLIN,EVALINA & CHARLES	5340 NE 10 AVE, DEERFIELD BEACH, FL 33064	ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT EXTENDED TO 7-9-2021
39	21020045	PIERRE, RAOUL	851 NE 52 CT, DEERFIELD BEACH, FL 33064	Section 14-106(b) - Minimum standards for yard and landscape areas. ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading. ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-75(1)(a,b,c.) - Residential walls, fences and hedges. ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 5-7-2021 FOR \$100 PER DAY PER VIOLATION

40	21020049	PIERRE,JOSEPH & CLAUTILDE	4310 NE 7 AVE, DEERFIELD BEACH, FL 33064	Section 14-105(6) - Exterior building and structure standards. Section 14-106(b) - Minimum standards for yard and landscape areas. ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	RESPONDENT WAS PRESENT – JOSEPH PIERRE EXTENDED TO 7-9-2021
41	21010412	ROSALES,LUIS DANIEL GABARRIN	130 SE 10 ST, DEERFIELD BEACH, FL 33441	Section 14-106(b) - Minimum standards for yard and landscape areas. ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(K)(14)(b) - Landscape Requirements	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 5-7-2021 FOR \$100 PER DAY
42	21020004	LAKE POINTE UNIT 207 LLC	291 NW 7 CT, DEERFIELD BEACH, FL 33441	Section 14-106(b) - Minimum standards for yard and landscape areas. ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 5-7-2021 FOR \$100 PER DAY PER VIOLATION
43	21020016	GALLAGHER, LISA M	880 NE 49 ST, DEERFIELD BEACH, FL 33064	ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards.	RESPONDENT WAS NOT PRESENT

				Section 14-106(b) - Minimum standards for yard and landscape areas. Section 14-74 - Display of street numbers on buildings. ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a-g) - Tree preservation.	FINES IMPOSED AS OF 5-7-2021 FOR \$100 PER DAY PER VIOLATON
44	21020021	BANKS,FARRON R	1001 SE 13 CT, DEERFIELD BEACH, FL 33441	ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 5-7-2021 FOR \$100 PER DAY
45	21010056/land scape	SAWGRASS PROMENADE % CENTRECORP MGMT SERVICES INC	1301 S MILITARY TRL, DEERFIELD BEACH, FL 33442	ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
46	21010161	HALL,JONATHAN CALVIN H/E HALL,ELZABETH OLIVEIRA BROOKS	1151 VELEIROS BLVD, DEERFIELD BEACH, FL 33064	ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation.	RESPONDENT WAS NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

48	20110050	2201 REALTY LLC	2215 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT – LOUIS GUERRERO CONTINUED TO 8-10-2021
49	21010058	MCKINNEY, CHERYL A H/E MCKINNEY, MALCOLM J	3864 NW 2 CT, DEERFIELD BEACH, FL 33442	Section 14-106(b) - Minimum standards for yard and landscape areas	RESPONDENT WAS PRESENT – MALCOLM M MCKINNEY CONTINUED 6-8-2021
50	20100058/land scape	SML DEERFIELD BEACH LLC % THE WINGS GROUP	2020 NE 2 ST, DEERFIELD BEACH, FL 33441	ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT – NISSIM BARUCH -AGENT CONTINUED TO 8-10-2021
51	21020022	VENTURE MANAGEMENT OF THE FUTURE LLC	902 SE 14 ST, DEERFIELD BEACH, FL 33441	ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-75(1)(a,b,c.) - Residential walls, fences and hedges.	RESPONDENT WAS PRESENT – DONALD ANDERSON FINAL ORDER ISSUED COMPLY BY 6-4-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
52	21010548	BYRN,DENNIS	315 NW 38 WAY, DEERFIELD BEACH, FL 33442	Section 14-106(b) - Minimum standards for yard and landscape areas. ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a-g) - Tree preservation.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-4-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

54	21020002	POWELL,REGINA	301 NW 2 CT, DEERFIELD BEACH, FL 33441	ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading. ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-75(1)(a,b,c.) - Residential walls, fences and hedges.	RESPONDENT WAS PRESENT – REGINA POWELL CONTINUED TO 7-13-2021
61	21020087	HILLSBORO PARTNERS LLC %INVESTMENTS LIMITED LLC	1000 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Section 38-263. - Local business tax receipt required. ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT WAS PRESENT – DONALD ANDERSON FINAL ORDER ISSUED COMPLY BY 6-4-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
62	21020089	MECCARIELLO FAMILY MANAGEMENT COMPANY LLC	805 SE 1 WAY, DEERFIELD BEACH, FL 33441	Section 38-263. - Local business tax receipt required. ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT WAS PRESENT – RICHARD MECCARIELLO CONTINUED TO 6-8-2021
63	21020090	WILLIAMS,G A FAM LTD PRTNR III	409 N RIVER AVE, DEERFIELD BEACH, FL 33441	ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Section 14-74 - Display of street numbers on buildings.	RESPONDENT WAS NOT PRESENT CASE WAS DISMISSED

				Section 38-263. - Local business tax receipt required. ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements. ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
64	21020093	CPE ASSOCIATES	1191 E NEWPORT CENTER DR, DEERFIELD BEACH, FL 33442	Section 38-263. - Local business tax receipt required. ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT WAS PRESENT – JAMES YOUNG CONTINUED TO 6-8-2021
65	21030015	HILLSBORO COMMERCE PARK LLC	232 SW 12 AVE, DEERFIELD BEACH, FL 33442	Section 38-263. - Local business tax receipt required. ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-4-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
66	21040089	PICTURE TWO LC	3200 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Section 102-7. (3)- Certain sign or sign structures prohibited	RESPONDENT WAS PRESENT – DENNY SHUB REPEAT FINAL ORDER ISSUED COMPLY BY 6-8-2021 \$200 FOR 1 DAY PLUS \$80 PROSECUTION COST

67	20100060	CRYSTAL POINTE COMMERCIAL PROPERTIES, LLC	4500 N POWERLINE RD, DEERFIELD BEACH, FL 33073	Section 102-7. (3)- Certain sign or sign structures prohibited.	RESPONDENT WAS NOT PRESENT EXTENDED TO 6-4-2021
68	21040065	NEWCASTLE INVESTMENTS LLC	501 E SAMPLE RD, DEERFIELD BEACH, FL 33064	ARTICLE III. - ZONING DISTRICT REGULATIONS; Sec. 98-54(b)(1-38) - B-2 highway business, Permitted uses ARTICLE XVII. - COMMERCIAL DISTRICTS; Sec. 39-295. - Permitted uses; Adult entertainment establishments in B-2 is a prohibited use as per Broward County Ordinance.	RESPONDENT WAS PRESENT – DONALD ANDERSON CONTINUED TO 6-8-2021
71	21020059/bldg.	ANDERSON,THOMAS	1253 SW 25 AVE, DEERFIELD BEACH, FL 33442	ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-4-2021 \$100 PER DAY \$80 PROSECUTION COST
73	21030121/NAB	TASCHNER,RICHARD K	4324 NW 6 AVE, DEERFIELD BEACH, FL 33064	ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT WAS NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
74	21020076	YOUMANS,ANNIE B	5341 NE 10 AVE, DEERFIELD BEACH, FL 33064	Section 14-74 - Display of street numbers on buildings.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS FO 5-7-2021 FOR \$100 PER DAY

75	21030044	DORSEY, BENNIE MAE	418 SW NATURA AVE, DEERFIELD BEACH, FL 33441	Section 14-105(7) - Exterior building and structure standards.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-4-2021 \$100 PER DAY \$80 PROSECUTION COST
76	21030046/bldg.	KAAM,MARTIN RONALD KAAM,JESSIE ANDREA GUISELLI	3127 SW NATURA AVE, DEERFIELD BEACH, FL 33441	ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – RONALD KAAM CONTINUED TO 6-8-2021
77	21030049/bldg.	CERBERUS SFR HOLDINGS LP	601 SW 14 CT, DEERFIELD BEACH, FL 33441	Section 14-106(b) - Minimum standards for yard and landscape areas. ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading. ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – LEIDY RODRIGUEZ FINAL ORDER ISSUED COMPLY BY 6-4-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
78	21040027	DA CUNHA,MARIA VICTORIA	899 SE 2 AVE, DEERFIELD BEACH, FL 33441 201	ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – MARIA DA CUNHA FINAL ORDER ISSUED COMPLY BY 6-4-2021 \$100 PER DAY

					\$80 PROSECUTION COST
79	21030132	HUITING,DAVID	211 NW 39 CT, DEERFIELD BEACH, FL 33064	ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT CONTINUED TO 6-8-2021
80	21040068	PRIVCAP PENINSULA HOLDING LLC	540 RIVER OAK LN, DEERFIELD BEACH, FL 33441	ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT – MATTHEW SEIDMAN, MILES EARLY- CONTINUED TO 6-8-2021
81	21040067	PRIVCAP PENINSULA HOLDING LLC	530 RIVER OAK LN, DEERFIELD BEACH, FL 33441	ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT – MATTHEW SEIDMAN, MILES EARLY CONTINUED TO 6-8-2021
82	21040103	STROIA,MARILIA	501 SE 14 ST, DEERFIELD BEACH, FL 33441	Section 10-4(a) - Maintaining animals in general; limitation on number of pets; enforcement.	RESPONDENT WAS NOT PRESENT REPEAT FINAL ORDER ISSUED \$200 PER DAY FOR 12 DAYS TOTAL \$2,400 \$80 PROSECUTION COST
83	20010126	MICHAEL,HILARY S	153 GRANTHAM C, DEERFIELD BEACH, FL 33442	ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT CONTINUED TO 6-8-2021

84	20030079	HANDSHUH,ANA G	195 NEWPORT L, DEERFIELD BEACH, FL 33442	ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT SPECIAL MAGISRTATE DENIED EXTENSION REQUEST
85	20090019	RAYMOND, CYNTHIA	1108 SE 10 CT, DEERFIELD BEACH, FL 33441	ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 5-7- 2021 FOR \$100 PER DAY
86	19120101	DEAN,JANICE M	820 NE 50 CT, DEERFIELD BEACH, FL 33064	ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT SPECIAL MAGISTRATE DENIED EXTENSION REQUEST
87	20010007	DUARTE,AMAURI MEIRELES GONCALVES,ROXILANDREY CORREA	227 PRESCOTT L, DEERFIELD BEACH, FL 33442	ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT SPECIAL MAGISRTATE DENIED EXTENSION REQUEST
88	19080023	DEAN,JANICE M	820 NE 50 CT, DEERFIELD BEACH, FL 33064	Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS NOT PRESENT SPECIAL MAGISTRATE DENIED EXTENSION REQUEST

89	19120081	ALBURY,MARSHA J ALBURY,TANESHA	4183 CRYSTAL LAKE DR, DEERFIELD BEACH, FL 33064	ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT - ALBURY,MARSHA AND TANESHA EXTENSION WAS GIVEN TO 5-25-2021 -14 DAYS
90	20020026	JUSTIN,JOHNSON JUSTIN,MURAL	3205 SW 2 CT, DEERFIELD BEACH, FL 33442	Section 14-106(b) - Minimum standards for yard and landscape areas. ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS FOR 5-7-2021 FOR \$250 PER DAY
91	20010229	JEAN-LOUIS,MARIE L JEAN- LOUIS,EVINTZ & DAVID	681 SW 10 CT, DEERFIELD BEACH, FL 33441	Section 14-105(7) - Exterior building and structure standards. Section 14-106(b) - Minimum standards for yard and landscape areas. ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 5-7-2021 FOR \$100 PER DAY PER VIOLATION
92	20010236	EDWARDS,MERRILEE D	521 NW 43 PL, DEERFIELD BEACH, FL 33064	Section 14-106(b) - Minimum standards for yard and landscape areas. ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT - MERRILEE D EDWARDS FINAL ORDER ISSUED COMPLY BY 6-4-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

93	19120092	RITTEL,SHEYLA P	661 W SAMPLE RD, DEERFIELD BEACH, FL 33064	Section 14-106(b) - Minimum standards for yard and landscape areas. ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – SHEYLA RITTEL FINAL ORDER ISSUED COMPLY BY 6-4-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
94	20020038	FIDELE,GERARD	3911 NW 3 AVE, DEERFIELD BEACH, FL 33064	ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT CONTINUED TO 7-13-2021
95	20030068	HARRISON,PAULA Z	3830 NE 4 TER, DEERFIELD BEACH, FL 33064	ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-4-2021 \$100 PER DAY \$80 PROSECUTION COST
97	20120065	LIPSZYC, RENATA JOANNA	2400 DEER CREEK COUNTRY CLUB BLVD, DEERFIELD	ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT CONTINUED TO 6-8-2021
100	21040073	PIERRE,SMITH & GISELE	440 SW 15 CT Deerfield Beach, FL 33441	DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT WAS PRESENT – PIERRE SMITH FINDING OF FACT COST ISSUED COST WAIVED

101	21040075	PROFIT,JOHNNIE MAE BROOKS,CEPHAS	241 NW ST Deerfield Beach, FL 33441	ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENT WAS NOT PRESENT FINDING OF FACT ISSUED COST WAIVED
102	21040093	PROFIT, JOHNNIE MAE BROOKS, CEPHAS	241 NW ST Deerfield Beach, FL 33441	ARTICLE I. - IN GENERAL Section 58- 2.(c) - Storage and accumulation of refuse and solid wastes.	RESPONDENT WAS NOT PRESENT FINDING OF FACT ISSUED COST WAIVED
103	21040081	IBRAHIM,MERVAT	491 NW 3 WAY Deerfield Beach, FL 33441	ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT WAS NOT PRESENT FINDING OF FACT ISSUED COST WAIVED
A	20100045	RT22 CREATIONS INC.	111 SE 9 ST, DEERFIELD BEACH, FL 33441	ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- - RUBENS TERCI VACATED IMPOSITION OF FINE AND CLAIM OF LIEN
B	18050100	HARDING FLA LLL	465 NW 3 WAY, DEERFIELD BEACH, FL 33441	Section 14-105(8) - Exterior building and structure standards. Section 14-74 - Display of street numbers on buildings. ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off- street parking and loading.	RESPONDENT WAS PRESENT - BRANDON WALIFORD FINES MIGITAGATED FOR \$15,000 TO BE PAID BY 6-8- 2021

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
C	16100094	LEE, DAVID H/E LEE, LISA	1616 SE 4 CT DEERFIELD BEACH, FL 33441	ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16. - Maintenance of development	RESPONDENT WAS PRESENT - DAVID LEE FINES MITIGATED FOR \$1,400 PLUS \$80 PROSECUTION COST TO BE PAID BY 5-21-2021

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Eugene Steinfeld, Special Magistrate

Date

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

May 26, 2021

Douglas Gonzales

Presiding

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

PRESENT:

Lenore Graber, Senior Code Compliance
Gregory Wienbarg, Code Compliance Inspector
Jean Placide, Code Compliance Inspector
Angelica Morales, Code Compliance Inspector
Marcio Chaves, Code Compliance Inspector
Sheryl Salvage, Code Compliance Inspector
Silvio Baca, Code Compliance Inspector
Winlett Banton-Jordan, Special Magistrate Clerk
Maritza Martinez, Administrative

For the record Shariann Pearson, Special Magistrate Clerk, swore the attendees.

	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
6	21030014	SCHONHOLZ,JONATHAN H/E FERNANDEZ,VICTORIA LAURA	157 SE 6 AVE	Chapter 66 - TRAFFIC AND VEHICLES Section 66- 117.(a) - Parking prohibitions; enforcement.	RESPONDENT WAS PRESENT- JONATHAN SCHONHOLZ FINAL ORDER ISSUED COMPLY BY 6-5-2021 10 DAYS TO COMPLY \$100 PER DAY \$80 PROSECUTION COST
7	21030064	METELLUS,CAROLLE PROPHETE	220 NE 42 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-18-2021 \$125 PER DAY PER VIOLATION \$80 PROSECUTION COST

				REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	
10	21030067	LIMAGE,FRANGEL	254 NE 41 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-18-2021 \$200 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	
17	21030094/ cm with cost	CUNNINGHAM,SUSAN M	830 SW 12 CT, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(a) - Parking prohibitions; enforcement. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	
18	21010053/ cm with cost	STEPHENS,ARCHIE & LEILA	649 NW 2 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

23	21030009/ landscape/ post	COUNTRY KNOLLS MHC LLC	215 NW 50 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a- g) - Tree preservation.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-18-2021 \$150 PER DAY \$80 PROSECUTION COST
24	21030010	STUBBS-JAMES,DENENE H/E MAXWELL,IRMA STUBBS	182 SW 7 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a- g) - Tree preservation.	RESPONDENT WAS PRESENT – DENENE STUBBS CONTINUED TO 7-28-2021
25	21030060/ landscape	THOROUGHSCAPE INC	1491 SW 7 TER, DEERFIELD BEACH, FL 33441	Chapter 46 - OFFENSES Section 46-13 - Trees, bushes and shrubs— Encroaching on public right-of-way. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-18-2021 \$135 PER DAY PER VIOLATION \$80 PROSECUTION COST

				SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	
27	21040084/ post	ANNA T PATRICK EST	1450 SW 25 AVE, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-18-2021 \$135 PER DAY PER VIOLATION \$80 PROSECUTION COST
29	21040069/ post	FLEURY,ADAM ROBERT	2661 SW 14 CT, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CONTINUED TO 7-28-2021

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation.	
32	21010543	ALMANZAR,MAGALY	330 SW 34 TER, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation.	RESPONDENT WAS PRESENT – MAGALY ALMANZAR EXTENDED TO 7-23-2021

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	
33	21010549/ cm with cost	MUNNINGS,CAMERON LEROY MUNNINGS,JENNIE	4350 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
34	21020047/ landscape	POMPANO 41 CT LLC	261 NE 39 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. BSO ENFORCED-	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 5-21-2021 FOR \$125 PER DAY PER VIOLATION

				REGULATIONS, GENERALLY Section 66-59. (c)(1)(a)- Parking on residentially zoned lots.	
35	21020052	YAMUSENOR,HUSBULLA	1251 SE 14 DR, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 5-21-2021 FOR \$125 PER DAY
36	21020056	FERREIRA,CARLOS ROBERTO	305 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 5-21-2021 FOR \$135 PER DAY
37	20100033/ nuisance	LOPES HOLDINGS USA LLC	1246 SE 7 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-18-2021 \$135 PER DAY

				AND ENFORCEMENT Section 98-113(a) Building permits	\$80 PROSECUTION COST
38	19110011/ landscape	ASSOCIATION OF MEADOWS CRYSTAL / Atty. Steven G. Rappaport	2300 SW 17 CIR, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT NOT PRESENT CONTINUED TO 8-25-2021
39	21030001	MADISON,LONNIE BELL	248 SW 3 ST, DEERFIELD BEACH, FL 33441 1-4	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior	RESPONDENT WAS PRESENT – LONNIE MADISON CONTINUED TO 7-28-2021

				building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(6) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	
43	21010088/ cm with cost	CRYSTAL POINTE COMMERCIAL PROPERTIES LLC	4500 N POWERLINE RD, DEERFIELD BEACH, FL 33073	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

				SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88(d) - Off-street parking and loading.	
45	21020094/ business tax	PRAM LLC	262 NW ELLER ST, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-18-2021 \$200 PER DAY PER VIOLATION \$80 PROSECUTION COST

				REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98- 161(b) - Certificate of use permit requirements.	
47	21030135/zoning	266 HILLSBORO INVESTMENTS LLC	266 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 78 - COMMUNITY APPEARANCE BOARD Chapter 78 - COMMUNITY APPEARANCE BOARD; Sec. 78-6.(a- c) - Submission of plans and specifications. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE. Sec 98-12 (a- g)	RESPONDENT WAS PRESENT- DONALD ANDERSON CONTINUED TO 6-23-2021

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(L)(2) - Landscape Requirements.	
48	21040010	SUNSHINE GASOLINE DISTRIBUTORS INC % ATTN MAXIMO ALVAREZ	1790 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 46 - OFFENSES Section 46-13 - Trees, bushes and shrubs— Encroaching on public right-of-way. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-	RESPONDENT NOT PRESENT CONTINUED TO 6-23-2021

				3. - Maintenance of area. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(L)(2) - Landscape Requirements.	
49	21030112/ sign/post	ECM-BG2-DEERFIELD BEACH,FL-1-UT LLC	301 E SAMPLE RD, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-18-2021 \$200 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Section 98-113(a) Building permits	
50	21040054/ zoning/ post	WATERWAYS AT QUIET WATERS ASSN	1600 WATERWAYS BLVD, DEERFIELD BEACH, FL 33442	Chapter 66 Towing ARTICLE III. - TOWING OF UNAUTHORIZED VEHICLES FROM PRIVATE PROPERTY; Sec. 66- 147(1) - Towing conditions and regulations. Chapter 66 Towing ARTICLE III. - TOWING OF UNAUTHORIZED VEHICLES FROM PRIVATE PROPERTY; Sec. 66- 147(2) - Towing conditions and regulations. Chapter 66 Towing ARTICLE III. - TOWING OF	RESPONDENT WAS PRESENT – TO HEAR NOT TO SPEAK - JENNIFER KLEIN CONTINUED TO 6-23-2021

				UNAUTHORIZED VEHICLES FROM PRIVATE PROPERTY; Sec. 66- 150 (a,b,c) Authorization.	
53	21040034/ cm with cost	2201 REALTY LLC	2215 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 102 - SIGNS Section 102-7. (23)(a-c)- Certain sign or sign structures prohibited. Chapter 102 - SIGNS Section 102-7. (3)- Certain sign or sign structures prohibited Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(e) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

54	20080039	INTERBOND CORP OF AMER	855 SW NATURA BLVD, DEERFIELD BEACH, FL 33441	Chapter 102 - SIGNS Section 102- 14.(c) - Maintenance, violations, enforcement and remedies. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 105(4) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT -ED SWINDEL EXTENDED TO 8-20-2021
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55	21010024	PS DEERFIELD BEACH HILLSBORO 2013 LLC	1375 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 5-21-2021 FOR \$225 PER DAY
58	21040128/ bulk trash / post	MOORE,ELVERNA EST	448 NW 3 AVE, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58- 3. - Maintenance of area.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED
60	21030011	DOUGLAS,ANDY	1350 SW 9 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – ANDY DOUGLAS FINAL ORDER ISSUED COMPLY BY 7-23-2021 \$90 PER DAY \$80 PROSECUTION COST

Items 61 to 380 all have the same violations	21010184/ bldg	T & W BOCA LLC	2400 DEER CREEK COUNTRY CLUB BLVD, DEERFIELD BEACH, FL 33442 104-1	Section 98-113(a) - Unpermitted work done on property. Please obtain a building permit for all work done on property including but not limited to	RESPONDENT WAS PRESENT – JOHN SUTHERLAND CONTINUED TO 7-28-2021
135	21010253	EVANS,TIMOTHY L	2400 DEER CREEK COUNTRY CLUB BLVD, DEERFIELD BEACH, FL 33442 709-1	Section 98-113(a) - Unpermitted work done on property. Please obtain a building permit for all work done on property including but not limited to	RESPONDENT WAS PRESENT – TIMOTHY EVANS CONTINUED TO 7-28-2021
297	21010395	SUTHERLAND,JOHN S & SUSAN P	2430 DEER CREEK COUNTRY CLUB BLVD, DEERFIELD BEACH, FL 33442 710-2	Section 98-113(a) - Unpermitted work done on property. Please obtain a building permit for all work done on property including but not limited to	RESPONDENT WAS PRESENT – JOHN SUTHERLAND CONTINUED TO 7-28-2021
319	21010422	SABAROFF,JON / Atty. Tyler Mesmer	2440 DEER CREEK COUNTRY CLUB BLVD, DEERFIELD BEACH, FL 33442 210-C	Section 98-113(a) - Unpermitted work done on property. Please obtain a building permit for all work done on property including but not limited to	RESPONDENTS WERE PRESENT – ATTORNEY TYLER MESMER JON SABAROFF COURT REPORTER – CATHERINE OBANDO

					CONTINUED TO 7-28-2021
381	21010059/ bldg	ANNA CICINELLI IRREV TR ALBANO,MARIA TRSTEE	1950 NE 3 ST, DEERFIELD BEACH, FL 33441 15	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	RESPONDENTS WERE PRESENT – SHEILA R. FOX BOB SCOTT CONTINUED TO 7-28-2021

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
382	21010060	ASHCROFT, MARGARET	1950 NE 3 ST, DEERFIELD BEACH, FL 33441 23	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1)	RESPONDENTS WERE PRESENT – SHEILA R. FOX BOB SCOTT CONTINUED TO 7-28-2021

				Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
383	21010061	B G BISHIN & L BISHIN FAM TR BISHIN,BENJAMIN & LAURA TRSTEE	1950 NE 3 ST, DEERFIELD BEACH, FL 33441 11	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. -	RESPONDENTS WERE PRESENT – SHEILA R. FOX BOB SCOTT CONTINUED TO 7-28-2021

				SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
384	21010062	BAELUM,ERIK BAELUM,YELVA	1950 NE 3 ST, DEERFIELD BEACH, FL 33441 1	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. REGULATIONS - ARTICLE IV. -	RESPONDENTS WERE PRESENT – SHEILA R. FOX BOB SCOTT CONTINUED TO 7-28-2021

				SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
385	21010063	CARGAIN,GEORGE E	1950 NE 3 ST, DEERFIELD BEACH, FL 33441 8	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards.	RESPONDENTS WERE PRESENT – SHEILA R. FOX BOB SCOTT CONTINUED TO 7-28-2021

				REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
386	21010064	DAHLING,LISA & DAHLING,WILLIAM	1950 NE 3 ST, DEERFIELD BEACH, FL 33441 19	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-	RESPONDENTS WERE PRESENT – SHEILA R. FOX BOB SCOTT CONTINUED TO 7-28-2021

				105(8) - Exterior building and structure standards. REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
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387	21010065	DELPRIORE,JOSEPHINE DELPRIORE,ROCCO	1950 NE 3 ST, DEERFIELD BEACH, FL 33441 12	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT	RESPONDENTS WERE PRESENT – SHEILA R. FOX BOB SCOTT CONTINUED TO 7-28-2021
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				Section 98-113(a) Building permits	
388	21010066	DI BATTISTA,PIETRO DI BATTISTA,SILVANA	1950 NE 3 ST, DEERFIELD BEACH, FL 33441 10	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	RESPONDENTS WERE PRESENT – SHEILA R. FOX BOB SCOTT CONTINUED TO 7-28-2021

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
389	21010067	FOX,C SHEILA R	1950 NE 3 ST, DEERFIELD BEACH, FL 33441 2	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1)	RESPONDENTS WERE PRESENT – SHEILA R. FOX BOB SCOTT CONTINUED TO 7-28-2021

				Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
390	21010068	GOLDMAN,JEFF & TOREKULL,PEARL	1950 NE 3 ST, DEERFIELD BEACH, FL 33441 7	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. -	RESPONDENTS WERE PRESENT – SHEILA R. FOX BOB SCOTT CONTINUED TO 7-28-2021

				SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
391	21010069	GUGLIELMO,ANNETTE GUGLIELMO,PAUL	1950 NE 3 ST, DEERFIELD BEACH, FL 33441 27	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. REGULATIONS - ARTICLE IV. -	RESPONDENTS WERE PRESENT – SHEILA R. FOX BOB SCOTT CONTINUED TO 7-28-2021

				SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
392	21010070	HOFFARTH,JAMES J HOFFARTH,MAXINE M	1950 NE 3 ST, DEERFIELD BEACH, FL 33441 20	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards.	RESPONDENTS WERE PRESENT – SHEILA R. FOX BOB SCOTT CONTINUED TO 7-28-2021

				REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
393	21010071	HOUSE,SHIRLEY H/E HOUSE,BARRY ETAL	1950 NE 3 ST, DEERFIELD BEACH, FL 33441 9	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-	RESPONDENTS WERE PRESENT – SHEILA R. FOX BOB SCOTT CONTINUED TO 7-28-2021

				105(8) - Exterior building and structure standards. REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
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394	21010072	KAPITZA,HELMUT KAPITZA,HANNELORE I	1950 NE 3 ST, DEERFIELD BEACH, FL 33441 5	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT	RESPONDENTS WERE PRESENT – SHEILA R. FOX BOB SCOTT CONTINUED TO 7-28-2021
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				Section 98-113(a) Building permits	
395	21010073	LIEBMANN,KARL GEWONN OBERROSSWEIDE 1	1950 NE 3 ST, DEERFIELD BEACH, FL 33441 28	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	RESPONDENTS WERE PRESENT – SHEILA R. FOX BOB SCOTT CONTINUED TO 7-28-2021

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
396	21010074	O'BRYAN,BRENDA S O'BRYAN,JAMES E	1950 NE 3 ST, DEERFIELD BEACH, FL 33441 24	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1)	RESPONDENTS WERE PRESENT – SHEILA R. FOX BOB SCOTT CONTINUED TO 7-28-2021

				Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
397	21010075	O'DOHERTY,EDWARD O'DOHERTY,ELIZABETH	1950 NE 3 ST, DEERFIELD BEACH, FL 33441 22	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. -	RESPONDENTS WERE PRESENT – SHEILA R. FOX BOB SCOTT CONTINUED TO 7-28-2021

				SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
398	21010076	PHILLIPS,HARRY G PHILLIPS,PEGGY S	1950 NE 3 ST, DEERFIELD BEACH, FL 33441 6	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. REGULATIONS - ARTICLE IV. -	RESPONDENTS WERE PRESENT – SHEILA R. FOX BOB SCOTT CONTINUED TO 7-28-2021

				SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
399	21010077	SCHELLBACH,RICHARD J SKOLNIK- SCHELLBACH,EILEEN	1950 NE 3 ST, DEERFIELD BEACH, FL 33441 4	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards.	RESPONDENTS WERE PRESENT – SHEILA R. FOX BOB SCOTT CONTINUED TO 7-28-2021

				REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
400	21010078	SCOTT,ROBERT	1950 NE 3 ST, DEERFIELD BEACH, FL 33441 16	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-	RESPONDENTS WERE PRESENT – SHEILA R. FOX BOB SCOTT CONTINUED TO 7-28-2021

				105(8) - Exterior building and structure standards. REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
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401	21010079	SCULLY,NORMA JEAN	1950 NE 3 ST, DEERFIELD BEACH, FL 33441 3	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT	RESPONDENTS WERE PRESENT – SHEILA R. FOX BOB SCOTT CONTINUED TO 7-28-2021
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				Section 98-113(a) Building permits	
402	21010080	TARASI,CARLO DINATALE EST	1950 NE 3 ST, DEERFIELD BEACH, FL 33441 18	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	RESPONDENTS WERE PRESENT – SHEILA R. FOX BOB SCOTT CONTINUED TO 7-28-2021

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
403	21010081	TENCATI,MARY E % LEAH GURDAK	1950 NE 3 ST, DEERFIELD BEACH, FL 33441 25	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1)	RESPONDENTS WERE PRESENT – SHEILA R. FOX BOB SCOTT CONTINUED TO 7-28-2021

				Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
404	21010082	TETI,PAUL TETI,BIRGID	1950 NE 3 ST, DEERFIELD BEACH, FL 33441 21	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. -	RESPONDENTS WERE PRESENT – SHEILA R. FOX BOB SCOTT CONTINUED TO 7-28-2021

				SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
405	21010083	VOGT,SVEN CHRISTOPHER SKYRUD,BENTE	1950 NE 3 ST, DEERFIELD BEACH, FL 33441 26	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. REGULATIONS - ARTICLE IV. -	RESPONDENTS WERE PRESENT – SHEILA R. FOX BOB SCOTT CONTINUED TO 7-28-2021

				SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
406	21010084	ZOCCALI,ANUNCIATO LE ARGERICH,GRACIELA ETAL	1950 NE 3 ST, DEERFIELD BEACH, FL 33441 17	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards.	RESPONDENTS WERE PRESENT – SHEILA R. FOX BOB SCOTT CONTINUED TO 7-28-2021

				REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
407	21020025	BALDASSARRA,GENA LE BALDASSARRA,JOHN ETAL	1950 NE 3 ST, DEERFIELD BEACH, FL 33441 14	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-	RESPONDENTS WERE PRESENT – SHEILA R. FOX BOB SCOTT CONTINUED TO 7-28-2021

				105(8) - Exterior building and structure standards. REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
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408	20120052/ bldg	OLIVETTI,ANA CAROLINA H/E OLIVETTI,LAURO	4714 NW 1 DR, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CONTINUANCE GIVEN UNTIL 7-28-2021 BUT INSPECTOR COMPLIED CASE AFTER THE HEARING UPON RECHECKING
412	20120072	PIERRE,WILHEM H/E PALCIUS,JULIENNE	1321 SW 5 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-18-2021 \$225 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
414	21010008	CICERON,JOSEPH S & MARIE	3820 NE 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT – MARIE CICERON MARLENE CICERON CONTINUED TO 7-28-2021
415	20120041/ bldg	BAYLISS,JOHN M	1260 SE 3 ST, DEERFIELD BEACH, FL 33441 1-2	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 5-21-2021 FOR \$250 PER DAY PER VIOLATION

				REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
416	21030095	ARENA,KEVIN	321 NW 39 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 5-21-2021 FOR \$100 PER DAY
417	19120096	MERCADO,EDNA H/E MALDONADO,MIGUEL JR	250 FARNHAM K, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 5-21-2021 FOR \$250 PER DAY

418	20010135	NARDY,IGOR FAM	1421 SW 4 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- IGOR NARDY EXTENDED TO 7-23-21
419	20010153	HLS INVESTMENT PROPERTY CORP	210 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND D ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 5-21-2021 FOR \$100 PER DAY PER VIOLATION

420	20010221	INNOCENT,VILNEY J	351 SW 14 PL, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – VILNEY INNOCENT EXTENDED TO 6-18- 2021
421	20120044	VEROLA,MARCUS	224 SE 8 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 5-21-2021 FOR \$225 PER DAY
422	20010139	DOS SANTOS,CARLOS	115 SW 34 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- CARLOS DOS SANTOS NO ACTION TAKEN

423	20010157	AUGUSTIN, MARC ANTOINE	4741 NE 2 WAY, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 -	RESPONDENT WAS PRESENT – ANTOINE AUGUSTIN EXTENDED TO 7-23- 2021
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				Display of street numbers on buildings. Chapter 46 - OFFENSES Section 46-28(a) - Storage of materials. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58- 3. - Maintenance of area. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE III. - ZONING DISTRICT REGULATIONS RS-5	
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				residence, single-family Section 98-45(b)(1-6) Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
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424	20070029	VALLETTA,ANTHONY J VALLETTA,DANIELLE	2734 SW 14 CT, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 5-21-2021 FOR \$225 PER DAY
425	20120058	ZAMBORY,MICHAEL A	3230 SW 1 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 5-21-2021 FOR \$135 PER DAY
426	20020012	WILLIAMS,DERRICK	250 NW 38 PL, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

427	21050067	CHIAVAROLI,ANN ANN V CHIAVAROLI LIV TR ETAL	309 SE 2 ST	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE. 98-30 (a) Use	RESPONDENT NOT PRESENT CONTINUED TO 7-28-2021
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				of public sewers required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE III. - ZONING DISTRICT REGULATIONS RS-5 residence, single-family Section 98-45(b)(1-6) Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	
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A	20090068/ email	NMB PROPERTY GROUP LLC/ Jeffrey Jean Bart	151 FARNHAM G	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – JEFFREY JEAN BART FINES MITIGATED FOR \$6,880 TO BE PAID BY 10-20-2021
B	20020032	PHARAND,RAYNALD DURAND,JOHANNE ETAL	1301 W BOUGAINVILLEA DR	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT	RESPONDENT WAS PRESENT – JACQUES LEVEILLE FINES MITIGATED FOR \$12,080 TO BE PAID BY 8-25-2021

				Section 98-113(a) Building permits	
C	17010020	SIQUEIRA,GEORGE L MARTINS,ULCIDEIA	359 SW 34 AVE	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 105(3). - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b). - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT SPECIAL MAGISTRATE DENIED THE REQUEST
D	17050100	D'AMBROSIO,ROBERT JR H/E & D'AMBROSIO,ROBERT SR	1231 SE 8 CT,	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINES MITIGATED FOR \$3,500 TO BE PAID BY 7-28-2021

E	18070059	TONG,PHOUNG PHI / Yen Nguyen	3280 W HILLSBORO	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58- 2.(b) - Storage and accumulation of refuse and solid wastes. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58- 3. - Maintenance of area.	RESPONDENT WAS PRESENT- YEN NGUYEN FINES MITIGATED FOR BOTH CASES \$13,600 TO BE PAID BY 9-22- 2021
F	18010013	TONG,PHOUNG PHI / Yen Nguyen	3281 W HILLSBORO	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 105(1) - Exterior building and structure standards.	RESPONDENT WAS PRESENT- YEN NGUYEN FINES MITIGATED FOR BOTH CASES \$13,600 TO BE PAID BY 9-22- 2021

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	
G	20050027	TONG,PHOUNG PHI / Yen Nguyen	3282 W HILLSBORO	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- YEN NGUYEN \$80 PROSECUTION COST TO BE PAID

				Chapter 38 - FINANCE AND TAXATION Section 38- 263. - Local business tax receipt required.	
H	17110040	TONG,PHOUNG PHI / Yen Nguyen	3350 SW 4 ST	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58- 3. - Maintenance of area.	RESPONDENT WAS PRESENT- YEN NGUYEN FINES MITIGATED FOR BOTH CASES \$10,080 TO BE PAID BY 9-22- 2021. SPECIAL MAGISTRATE REVIEWED FINES AND \$0 WAS DETERMINED FOR BOTH CASES.

				Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-94(2) - Growth of plants and	
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				placement of objects in the right-of-way.	
I	12-443	TONG,PHOUNG PHI / Yen Nguyen	3351 SW 4 ST	PROPERTY EXTERIOR MAINTENANCE	RESPONDENT WAS PRESENT- YEN NGUYEN FINES MITIGATED FOR BOTH CASES \$13,600 TO BE PAID BY 9-22-2021. SPECIAL MAGISTRATE REVIEWED FINES AND \$0 WAS DETERMINED FOR BOTH CASES.

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Douglas Gonzales, Special Magistrate

Date

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

June 8, 2021

Eugene Steinfeld

Presiding

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

PRESENT: Bernard Pita Code Compliance Director
Gregory Wienbarg, Code Compliance Inspector
Jean Placide, Code Compliance Inspector
Angelica Morales, Code Compliance Inspector
Marcio Chaves, Code Compliance Inspector
Silvio Baca, Code Compliance Inspector
Sheryl Salvage, Code Compliance Inspector
Maritza Martinez, Administrative Assistant
Winlett Jordan-Banton, Special Magistrate Clerk

For the record Shariann Pearson, Special Magistrate Clerk, swore the attendees.

<u>Tab</u>	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
13	21040020	WESTBROOK, GLORIA H/E AUSTIN, EDDIE	600 NW 3 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS- Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7-9-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
16	21030070	BUTLER, MARYBELLE EST	263 SW 8 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS- Section 14-105(7) - Exterior building and structure standards. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES- ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 - Parking or storage for over 72 hours restricted. FIRE PREVENTION CODE-	RESPONDENT WAS PRESENT – MARYBELLE BUTLER CONTINUED TO 7-13-2021

				F-103.2.9.5 Hurricane Protection Devices - Shutters Up After Storms	
17	21030084	SWAY 2014-1 BORROWER LLC	285 NW 7 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS- ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS- Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE- ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6-4-2021 FOR \$100 PER DAY PER VIOLATION
18	21030124	DUNLAP, GLORIA	5025 E LAKES DR, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS- ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6-4-2021 FOR \$250 PER DAY
19	21030061	SENTRY DEERFIELD BEACH LLC	545 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS- Section 14-105(1) - Exterior building and structure standards.	RESPONDENT NOT PRESENT

					FINES IMPOSED AS OF 6-4-2021 FOR \$100 PER DAY
20	21030125	ST JUSTE,THOMAS	255 NE 39 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS- Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES- ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 - Parking or storage for over 72 hours restricted.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6-4-2021 FOR \$100 PER DAY PER VIOLATION
21	21030134	FEITAL,ROGERIO H/E DA COSTA FEITAL,MONICA	572 N DEERFIELD AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS- ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS- Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE- DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) -	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6-4-2021 FOR \$100 PER DAY PER VIOLATION

				Preparation and storage of residential refuse Chapter 66 - TRAFFIC AND VEHICLES- DIVISION 3. BSO ENFORCED-REGULATIONS, GENERALLY Section 66-59. (c)(1)(a)- Parking on residentially zoned lots. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	
22	21030127	FERRELL,LELIA M H/E DAVIS,THERESA	322 SW 10 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS- Section 14-105(4) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS- Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES-	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6-4-2021 FOR \$100 PER DAY PER VIOLATION

				ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 - Parking or storage for over 72 hours restricted. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	
23	21030014	SCHONHOLZ,JONATHAN H/E FERNANDEZ,VICTORIA LAURA	157 SE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(a) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6-4-2021 FOR \$100 PER DAY
49	20120006	ARGYROPOULOS,DORA	865 SE 21 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS- Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS- Section 14-105(3) - Exterior building and structure standards.	RESPONDENT NOT PRESENT CONTINUED TO 7-13-2021

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS- Section 14-105(7) - Exterior building and structure standards.	
50	21030111	MOORE,GRACIE E	1340 SW 6 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS- Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS- Section 14-74 - Display of street numbers on buildings.	RESPONDENT WAS PRESENT- GRACIE MOORE CONTINUED TO 7-13-2021
51	21030108	ELDERT,SANDRA A	1318 SW 44 TER, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a-g) - Tree preservation. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATION-	RESPONDENT NOT PRESENT CONTINUED DENIED PER SPECIAL MAGISTRATE FINAL ORDER ISSUED COMPLY BY 8-6-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	
53	21030074	PRAXIS VENTURE LP %MRK PARTNERS INC	1450 SW 11 WAY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT EXTENDED TO 7-9-2021
54	21010548	BYRN,DENNIS	315 NW 38 WAY, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS- Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a-g) - Tree preservation.	RESPONDENT WAS PRESENT- DENNIS BYRN EXTENDED TO 7-9-2021
56	20020113	WATERFORD COURTYARDS@CRYSTAL LK NORTH HOA INC %LUXE PROPERTY MGT	2911 SW 12 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT	RESPONDENT WAS PRESENT- STEVEN ANDERSON EXTENDED TO 8-6-2021

				CODE Section 98-16 - Maintenance of development.	
57	21030005	VOLTAIRE,JACQUELIN	820 NE 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS- Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
58	21030110	ORMACHEA,LISSETTE A	4120 NE 4 TER, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS- ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS- Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading	RESPONDENT NOT PRESENT EXTENDED TO 7-9-2021

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
59	21020022	VENTURE MANAGEMENT OF THE FUTURE LLC	902 SE 14 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-75(1)(a,b,c.) - Residential walls, fences and hedges.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6-4-2021 FOR \$100 PER DAY
60	21020001	MOYER,WENDY K WILLIAMS,NOVIE D	332 SW 2 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS- Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT – WENDY MOYER CERTIFIED WITH \$80 PROSECUTION COST
61	21010143	BUTCHER, PETER L UDEMANS, BENNETTA-ANN	17 DEER CREEK RD, DEERFIELD BEACH, FL 33442 B104	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED

62	21010144	PETREA,IOANA G	17 DEER CREEK RD, DEERFIELD BEACH, FL 33442 B102	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
63	21010141	BUDD,HOLLY L	17 DEER CREEK RD, DEERFIELD BEACH, FL 33442 B106	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
64	21010140	BRATT,DEBORAH J	17 DEER CREEK RD, DEERFIELD BEACH, FL 33442 B103	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
65	21010142	SCHOLL,CHIARA-JENNA CAREN	17 DEER CREEK RD, DEERFIELD	Chapter 98 - LAND DEVELOPMENT REGULATIONS -	RESPONDENT NOT PRESENT

			BEACH, FL 33442 B105	ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	IMPOSITION OF FINE PENDING BEING IMPOSED
66	21010139	ALEXANDRA T JANSSEN REV TR JANSSEN,ALEXANDRA TRSTEE	17 DEER CREEK RD, DEERFIELD BEACH, FL 33442 B101	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
68	21030123	CURIK,EVA	280 SE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS- Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATION- Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATION-	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7-9-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation	
70	21010089	41 DEER CREEK ROAD G102 LLC	41 DEER CREEK RD, DEERFIELD BEACH, FL 33442 G102	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
71	21010090	41 DEER CREEK ROAD G105 LLC	41 DEER CREEK RD, DEERFIELD BEACH, FL 33442 G105	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
72	21010091	DB SUB 2 LLC	41 DEER CREEK RD, DEERFIELD BEACH, FL 33442 G110	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
73	21010092	41 DEER CREEK ROAD G106 LLC	41 DEER CREEK RD, DEERFIELD BEACH, FL 33442 G106	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS-	RESPONDENT NOT PRESENT

				ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	IMPOSITION OF FINE PENDING BEING IMPOSED
74	21010093	AMICHAÏ,SOPHIE	41 DEER CREEK RD, DEERFIELD BEACH, FL 33442 G107	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
75	21010094	BURDZIEJKO,CHRISTOPHER	41 DEER CREEK RD, DEERFIELD BEACH, FL 33442 G103	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
76	21010095	DAVIS & GEORGIA IRREV TR MARINO,MICHAEL S TRSTEE	41 DEER CREEK RD, DEERFIELD BEACH, FL 33442 G108	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
77	21010096	CARTER HOLDINGS DEERFIELD LLC	41 DEER CREEK RD, DEERFIELD BEACH, FL 33442 G111	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS-	RESPONDENT NOT PRESENT

				ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	IMPOSITION OF FINE PENDING BEING IMPOSED
78	21010097	CHARBONNEAU,ANDREW	41 DEER CREEK RD, DEERFIELD BEACH, FL 33442 G204	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
79	21010098	CHARBONNET,CYNTHIA	41 DEER CREEK RD, DEERFIELD BEACH, FL 33442 G208	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
80	21010099	DB SUB 3 LLC	41 DEER CREEK RD, DEERFIELD BEACH, FL 33442 G101	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
81	21010100	COBURN,JOHN M	41 DEER CREEK RD, DEERFIELD BEACH, FL 33442 G209	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS-	RESPONDENT NOT PRESENT

				ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	IMPOSITION OF FINE PENDING BEING IMPOSED
82	21010101	CIDADE, MARIA NOEL	41 DEER CREEK RD, DEERFIELD BEACH, FL 33442 G112	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
83	21010102	PELLACH,ARNOLD J	41 DEER CREEK RD, DEERFIELD BEACH, FL 33442 G205	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
84	21010103	PRUDEN,BECKY L	41 DEER CREEK RD, DEERFIELD BEACH, FL 33442 G109	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
85	21010104	SANCHEZ,CARLOS HERMINIO	41 DEER CREEK RD, DEERFIELD BEACH, FL 33442 G207	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS-	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED

				ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	
86	21010105	SCAVONE,ANTHONY J	41 DEER CREEK RD, DEERFIELD BEACH, FL 33442 G206	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
87	21010106	PATAGONICA LLC	41 DEER CREEK RD, DEERFIELD BEACH, FL 33442 G203	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
88	21010107	FRIC USA LLC	41 DEER CREEK RD, DEERFIELD BEACH, FL 33442 G104	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
89	21010108	VENCES,MARK PETER	41 DEER CREEK RD, DEERFIELD BEACH, FL 33442 G210	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS-	RESPONDENT NOT PRESENT

				ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	IMPOSITION OF FINE PENDING BEING IMPOSED
90	21010109	CSASZAR,JOSEPH JR	57 DEER CREEK RD, DEERFIELD BEACH, FL 33442 F104	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
91	21010110	DACOSTA,JOEL	57 DEER CREEK RD, DEERFIELD BEACH, FL 33442 F103	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
92	21010111	GOPEESINGH,MITRA	57 DEER CREEK RD, DEERFIELD BEACH, FL 33442 F105	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
93	21010112	RENDON,GISELLE	57 DEER CREEK RD, DEERFIELD BEACH, FL 33442 F102	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS-	RESPONDENT NOT PRESENT

				ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	IMPOSITION OF FINE PENDING BEING IMPOSED
94	21010127	KURTZ,MARK	57 DEER CREEK RD, DEERFIELD BEACH, FL 33442 F101	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
95	21010113	AS TRUST LLC	49 DEER CREEK RD, DEERFIELD BEACH, FL 33442 E104	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
96	21010114	CHELLY,OKSANA	49 DEER CREEK RD, DEERFIELD BEACH, FL 33442 E103	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
97	21010115	EROGUZ,EBRU	49 DEER CREEK RD, DEERFIELD BEACH, FL 33442 E101	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS-	RESPONDENT NOT PRESENT

				ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	IMPOSITION OF FINE PENDING BEING IMPOSED
98	21010116	JAWORSKI TR JAWORSKI,AGGIE TRSTEE	49 DEER CREEK RD, DEERFIELD BEACH, FL 33442 E102	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
99	21010117	NUNES,JASON NUNES,KAREN	49 DEER CREEK RD, DEERFIELD BEACH, FL 33442 E105	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
100	21010126	BLUTTER,GREGORY	33 DEER CREEK RD, DEERFIELD BEACH, FL 33442 D102	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
101	21010128	LOUCEL,ERNEST LOUCEL,DAX	33 DEER CREEK RD, DEERFIELD BEACH, FL 33442 D105	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS-	RESPONDENT NOT PRESENT

				ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	IMPOSITION OF FINE PENDING BEING IMPOSED
102	21010129	REGLISSE LLC	33 DEER CREEK RD, DEERFIELD BEACH, FL 33442 D101	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
103	21010130	AS TRUST LLC	33 DEER CREEK RD, DEERFIELD BEACH, FL 33442 D104	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
104	21010131	HREBENICHENKO, MAKSYM TSYKHACK, KATERYNA	33 DEER CREEK RD, DEERFIELD BEACH, FL 33442 D106	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
105	21010132	RWS PROPERTIES CORP	33 DEER CREEK RD, DEERFIELD BEACH, FL 33442 D103	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS-	RESPONDENT NOT PRESENT

				ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	IMPOSITION OF FINE PENDING BEING IMPOSED
106	21010133	25 DEER CREEK ROAD C104 LLC	25 DEER CREEK RD, DEERFIELD BEACH, FL 33442 C104	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
107	21010134	AS TRUST LLC	25 DEER CREEK RD, DEERFIELD BEACH, FL 33442 C101	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
108	21010135	BENNETTS,HARRY C	25 DEER CREEK RD, DEERFIELD BEACH, FL 33442 C102	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
109	21010136	HOHNHOLZ,RITA % BOCA RATON REALTY	25 DEER CREEK RD, DEERFIELD BEACH, FL 33442 C103	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS-	RESPONDENT NOT PRESENT

				ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	IMPOSITION OF FINE PENDING BEING IMPOSED
110	21010137	PETREA,IOANA G	25 DEER CREEK RD, DEERFIELD BEACH, FL 33442 C106	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
111	21010138	TALTON,KATY L	25 DEER CREEK RD, DEERFIELD BEACH, FL 33442 C105	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
112	21010146	DB SUB 3 LLC	9 DEER CREEK RD, DEERFIELD BEACH, FL 33442 A102	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
113	21010147	PUENTES,JULIO CESAR	9 DEER CREEK RD, DEERFIELD BEACH, FL 33442 A104	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS-	RESPONDENT NOT PRESENT

				ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	IMPOSITION OF FINE PENDING BEING IMPOSED
114	21010148	DB SUB 5 LLC	9 DEER CREEK RD, DEERFIELD BEACH, FL 33442 A105	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
115	21010149	9 DEER CREEK ROAD A101 LLC	9 DEER CREEK RD, DEERFIELD BEACH, FL 33442 A101	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
116	21010150	DB SUB 3 LLC	9 DEER CREEK RD, DEERFIELD BEACH, FL 33442 A106	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
117	21010151	DB SUB 4 LLC	9 DEER CREEK RD, DEERFIELD BEACH, FL 33442 A107	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS-	RESPONDENT NOT PRESENT

				ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	IMPOSITION OF FINE PENDING BEING IMPOSED
118	21010152	SENTEIO,GREGORY J GREGORY J SENTEIO REV TR	9 DEER CREEK RD, DEERFIELD BEACH, FL 33442 A108	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
119	21010153	AS TRUST LLC	9 DEER CREEK RD, DEERFIELD BEACH, FL 33442 A103	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
120	21010154	BARRAGAN,INGRID	9 DEER CREEK RD, DEERFIELD BEACH, FL 33442 A202	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
121	21010155	DB SUB 1 LLC	9 DEER CREEK RD, DEERFIELD BEACH, FL 33442 A203	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS-	RESPONDENT NOT PRESENT

				ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	IMPOSITION OF FINE PENDING BEING IMPOSED
122	21010158	DB SUB 4 LLC	9 DEER CREEK RD, DEERFIELD BEACH, FL 33442 A205	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
123	21010159	TRAJBAR,VILI J	9 DEER CREEK RD, DEERFIELD BEACH, FL 33442 A206	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
124	21010156	AMICHAJ,SOPHIE	9 DEER CREEK RD, DEERFIELD BEACH, FL 33442 A204	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT NOT PRESENT IMPOSITION OF FINE PENDING BEING IMPOSED
125	21010157	DB SUB 2 LLC	9 DEER CREEK RD, DEERFIELD BEACH, FL 33442 A207	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS-	RESPONDENT NOT PRESENT

				ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	IMPOSITION OF FINE PENDING BEING IMPOSED
129	21040017	AF4 QUADRANT LLC	402 SW 12 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – TRACY MCFARLAND CONTINUED TO 9-7-2021
130	21040007	360 NE 1ST LLC	360 NE 1 AVE, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION- Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7-9-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
131	20100060	CRYSTAL POINTE COMMERCIAL PROPERTIES, LLC	4500 N POWERLINE RD, DEERFIELD BEACH, FL 33073	Chapter 102 – SIGNS- Section 102-7. (3)- Certain sign or sign structures prohibited.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

132	21030015	HILLSBORO COMMERCE PARK LLC	232 SW 12 AVE, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION- Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE IX. - CERTIFICATES OF USE Section 98- 161(b) - Certificate of use permit requirements.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
133	19100172	TRUE VINE CHURCH	408 NW 1 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88(d) - Off-street parking and loading.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6-4-2021 FOR \$100 PER DAY PER VIOLATION

134	21020087	HILLSBORO PARTNERS LLC %INVESTMENTS LIMITED LLC	1000 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION- Section 38-263. - Local business tax receipt required Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
135	21020023	COMMERCE PARTNERSHIP #8908 LTD % COMMERCE MGMT GROUP INC	1280 W NEWPORT CENTER DR, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT CONTINUED TO 8-10-2021
136	20100010	UNITED STATES POSTAL SERVICE	212 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT CONTINUED TO 9-7-2021

138	21020093	CPE ASSOCIATES	1191 E NEWPORT CENTER DR, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION- Section 38-263. - Local business tax receipt required Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7-9-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
139	21040065	NEWCASTLE INVESTMENTS LLC	501 E SAMPLE RD, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE III. - ZONING DISTRICT REGULATIONS; Sec. 98-54(b)(1-38) - B-2 highway business, Permitted uses. Unincorp Area Codes- ARTICLE XVII. - COMMERCIAL DISTRICTS; Sec. 39-295. - Permitted uses; Adult entertainment establishments in B-2 is a prohibited use as per Broward County Ordinance	RESPONDENTS WERE PRESENT – ATTORNEY DANIEL AARONSON ATTORNEY BRUCE RATICOFF HEARING BEING RESCHEDULED AS A SPECIAL SET TO 6-23-2021 @ 1:30 P.M.
142	21020059	ANDERSON, THOMAS	1253 SW 25 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS -	RESPONDENT NOT PRESENT

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	EXTENDED TO 8-6-2021
143	21030146	DORADO LLC	71 SE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES- Section 66-117.(b) - Parking prohibitions; enforcement	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7-9-2021 \$100 PER DAY \$80 PROSECUTION COST
144	21060001/ post	MONSERRAT REALTY LLC	1215 SE 12 TER, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT FINDING OF FACT FINAL ORDER ISSUED COMPLY BY 7-9-2021 \$100 PER DAY \$80 PROSECUTION COST
146	21040123	GRANT,HERMAN	110 NE 6 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS- ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards.	RESPONDENT WAS PRESENT – HERMAN GRANT FINAL ORDER ISSUED COMPLY BY 8-6-2021

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS- Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS- Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCE- ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 - Parking or storage for over 72 hours restricted Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading. FIRE PREVENTION CODE- F-103.2.9.5 Hurricane Protection Devices - Shutters Up After Storms	\$100 PER DAY PER VIOLATION \$80 PROSECUTION
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147	21050008	STATESBORO LLC	1060 CRYSTAL LAKE DR, DEERFIELD BEACH, FL 33064 201	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 7-13-2021
148	21040091	STROIA,MARILIA	501 SE 14 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 7-13-2021
149	21040024	WEBB, RAISA	86 PRESCOTT D, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 7-13-2021
150	20010134	PIMENTA DASILVA,LEONCIO GERALDO	135 FARNHAM F, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 7-13-2021

151	20010237	CHIARELLI,ROBYN ROBYN CHIARELLI REV TR	1960 NE 3 ST, DEERFIELD BEACH, FL 33441 1-4	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS- ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT – ROBYN CHIARELLI CONTINUED TO 8-10-2021
152	20010122	COSCHIGNANO,ANTHONY J	4444 CRYSTAL LAKE DR, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- ANTHONY COSCHIGNANO FINAL ORDER ISSUED COMPLY BY 8-6-2021 \$100 PER DAY \$80 PROSECUTION COST
153	21030142	FARIA,FABIANA MORAIS DA SILVA FARIA,PEDRO HENRIQUE FRANCISCO	1183 SE 1 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 7-13-2021

154	21030143	GIBBEMEYER,MICHAEL H LE H/E GIBBEMEYER,NANCY LE ETAL	3352 DEER CREEK ALBA CIR, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7-9-2021 \$100 PER DAY \$80 PROSECUTION COST
155	21040004	BARILLA, LAURIE and BARILLA, DOMINICK R S	567 DEER CREEK SEA PINE LN, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permit	RESPONDENT NOT PRESENT CONTINUED TO 7-13-2021
156	21030044	DORSEY, BENNIE MAE	418 SW NATURA AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6-4-2021 FOR \$150 PER DAY
157	21040027	DA CUNHA,MARIA VICTORIA	899 SE 2 AVE, DEERFIELD BEACH, FL 33441 201	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT – MARIA DA CUNHA EXTENDED TO 7-9-2021

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
158	21030049	CERBERUS SFR HOLDINGS LP	601 SW 14 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – DARLENE LAVEAUX EXTENDED TO 7-9-2021
159	20010236	EDWARDS,MERRILEE D	521 NW 43 PL, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

				Section 14-74 - Display of street numbers on buildings. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
161	19120092	RITTEL,SHEYLA P	661 W SAMPLE RD, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape area Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT EXTENDED TO 8-6-2021
162	20020050	TORCON USA INC	1273 SE 1 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 – BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENT WAS PRESENT -ADRIANO CARTELLI EXTENDED TO 8-6-2021

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
163	21030046	KAAM,MARTIN RONALD KAAM,JESSIE ANDREA GUISELLI	3127 SW NATURA AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – MARTIN KAAM CONTINUED TO 7-13-2021
165	20120065	LIPSZYC, RENATA JOANNA	2400 DEER CREEK COUNTRY CLUB BLVD, DEERFIELD BEACH, FL 33442 507-1	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permit	RESPONDENT WAS PRESENT- RENATA LIPSZYC CONTINUED TO 7-13-2021
166	19120081	ALBURY,MARSHA J ALBURY,TANESHA	4183 CRYSTAL LAKE DR, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT SPECIAL MAGISTRATE DENIED THE REQUEST
A	20010230	FERNANDEZ,SUCRISULIVAN SEGURA,ROGELIA	651 SW 10 CT, DEERFIELD BEACH, FL 33441	MITIGATION	RESPONDENT WAS PRESENT – SUCRISULIVAN FERNANDEZ

					FINES MITIGATED FOR \$330 TO BE PAID BY 7-13- 2021
B	21030121	TASCHNER, RICHARD K	4324 NW 6 AVE DEERFIELD BEACH, FL 33064	REQUEST TO VACATE IOFCL DUE TO PROPERTY BEING IN COMPLIANCE BY THE DUE DATE. \$80 COST REMAINS	RESPONDENT NOT PRESENT SPECIAL MAGISTRATE VACATED THE IMPOSITION OF FINE AND CLAIM OF LIEN

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Eugene Steinfeld, Special Magistrate

Date

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

June 23, 2021

Douglas Gonzales

Presiding

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

PRESENT: Lenore Graber, Code Compliance Manager
Gregory Wienbarg, Code Compliance Inspector
Jean Placide, Code Compliance Inspector
Angelica Morales, Code Compliance Inspector
Marcio Chaves, Code Compliance Inspector
Silvio Baca, Code Compliance Inspector
Sheryl Salvage, Code Compliance Inspector
Jade Robinson, Code Compliance Inspector
Shariann Pearson, Special Magistrate Clerk

For the record Winlett Jordan-Banton, Special Magistrate Clerk, swore the attendees.

	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
18	21010169	SIMS,DESHEANON GOLDSMITH,KAILA	4040 NE 5 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off- street parking and loading.	RESPONDENT NOT PRESENT- KAILA GOLDSMITH EXTENDED TO 7-23-2021
19	21030064	METELLUS,CAROLLE PROPHETE	220 NE 42 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off- street parking and loading	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6-18-2021 FOR \$125 PER DAY PER VIOLATION
20	21030067	LIMAGE,FRANGEL	254 NE 41 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCESARTICLE	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6-18-2021 FOR \$200 PER DAY PER VIOLATION

				IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	
21-52	20010032	GOMES,ANDRE LUIZ /PROPERTY MAINTENANCE- #21-52	1100 SE 4 AVE, DEERFIELD BEACH, FL 33441 21	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT NOT PRESENT EXTENDED TO 8-20-2021

				SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(r)(4) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(f) Off- street parking and loading.	
56	21060023	FRIERSON,ROMAN EST % JERMAINE FRIERSON/LANDSCAPE	310 NW 4 AVE, DEERFIELD BEACH, FL 33441	Chapter 46 – OFFENSES Section 46- 13 - Trees, bushes and shrubs— Encroaching on public right-of-way. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	RESPONDENT WAS PRESENT- ANGELLA FILMORE CONTINUED TO 7-28-2021

58	21050065	BLANTON,DANA /DOCKING & MOORING	474 NE 9 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Article IV Supplementary Regulations Sec. 98-87(d)(4) - Docking and mooring facilities Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-87(d)(1)- Docking and mooring facilities.	RESPONDENT WAS PRESENT- STEVE HIOTIS FINAL ORDER ISSUED COMPLY BY 7-23-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
59	20100033/cm/ cost	LOPES HOLDINGS USA LLC	1246 SE 7 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

60	21040084	ANNA T PATRICK EST	1450 SW 25 AVE, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6-18-2021 \$125 PER DAY
61	21030009/cm/ cost	COUNTRY KNOLLS MHC LLC /TREE PRESERVATION	215 NW 50 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a- g) - Tree preservation.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
62	21030060/cm/ cost	THOROUGHSCAPE INC /LANDSCAPE	1491 SW 7 TER, DEERFIELD BEACH, FL 33441	Chapter 46 – OFFENSES Section 46- 13 - Trees, bushes and shrubs— Encroaching on public right-of-way Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
63	21010162	MARTINELLO,REGINALDO T RIZZON,ALESSANDRA CAMATA	271 SE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6-18-2021 \$125 PER DAY
65	21020050	TIDEWATER ESTATES CO-OP INC / Attorney John Hinden	1802 FLAMINGO PL, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESET CONTINUED TO 8-10-2021

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
77	21040070	BATMASIAN,JAMES H	1300 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT WAS PRESENT- DONALD ANDERSON FINAL ORDER ISSUED COMPLY BY 7-23-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
80	21040038	CROWN DIVERSIFIED IND CORP	1761 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT WAS PRESENT- STEVEN WINTERS CONTINUED TO 7-28-2021
83	21020094	PRAM LLC	262 NW ELLER ST, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT NOT PRESENT EXTENDED TO 7-23-2021

84	21030112	ECM-BG2-DEERFIELD BEACH,FL-1-UT LLC	301 E SAMPLE RD, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- AFRIN MONTAG EXTENDED TO 8-20-21
87	21040054	WATERWAYS AT QUIET WATERS ASSN	1600 WATERWAYS BLVD, DEERFIELD BEACH, FL 33442	Chapter 66 Towing ARTICLE III. - TOWING OF UNAUTHORIZED VEHICLES FROM PRIVATE PROPERTY; Sec. 66-147(1) - Towing conditions and regulations. Chapter 66 Towing ARTICLE III. - TOWING OF UNAUTHORIZED VEHICLES FROM PRIVATE PROPERTY; Sec. 66-147(2) - Towing conditions and regulations. Chapter 66 Towing ARTICLE III. - TOWING OF UNAUTHORIZED VEHICLES FROM PRIVATE PROPERTY; Sec. 66-150 (a,b,c) Authorization.	RESPONDENT WAS PRESENT- ALEXIS GONZALEZ CONTINUED TO 8-25-2021
88	20100082	DIAZ,RAINEL OMAR MARTINEZ,TANIA	520 NE 40 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings.	RESPONDENT WAS PRESENT- RAINEL DIAZ CONTINUED TO 8-25-2021

				Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(A)(1)(a-i) - Landscape Requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	
89	21030128	LINLEY J RAY REV LIV TR RAY,LINLEY J TRS	4190 NE 5 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings.	RESPONDENT WAS PRESENT- RIGOBERTO MALDONADO CONTINUED TO 7-28-2021

				Chapter 46 – OFFENSES Section 46-13 - Trees, bushes and shrubs— Encroaching on public right-of-way Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	
91	21040009	NAZAROVA,YULIYA	102 SE 14 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off- street parking and loading.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7-23-2021 \$200 PER DAY \$80 PROSECUTON COST
92	21060012	SCE269 LLC	269 NW 2 CT, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7-23-2021 \$200 PER DAY \$80 PROSECUTION COST
93	21050054	DA COSTA,CESAR & ADRIENE	2875 SW 14 CT, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings.	RESPONDENT WAS PRESENT- ADRINE DACOSTA CONTINUED TO 7-28-2021

100	21060011	ROSALES, LUIS DANIEL GABARRIN	130 SE 10 ST, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-2.(c) - Storage and accumulation of refuse and solid wastes. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of	RESPONDENT WAS PRESENT- LUIS ROSALES ISSUED FINDING OF FACT ORDER COST WAIVED
101	21060014	L F TRUST ASSAD,SIA MACK TRSTEE	623 NW 1 WAY, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-2.(c) - Storage and accumulation of refuse and solid wastes. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENT NOT PRESENT ISSUED FINDING OF FACT ORDER COST WAIVED
102	21060024	LIU,XU	1532 SE 9 ST, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-68.(a)(1-4) - Collection scheduling and placement. Modified Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(c) - Preparation and storage of residential refuse. Modified	RESPONDENT NOT PRESENT ISSUED FINDING OF FACT ORDER COST WAIVED
104	21040025	CLAVET,DIANE LE RANGER,PIERRE	58 OAKRIDGE E, DEERFIELD BEACH, FL 33442 58	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT NOT PRESENT

				ENFORCEMENT Section 98-113(a) Building permits	COMPLY BY 7-23-2021 \$195 PER DAY \$80 PROSECUTION COST
106	21030141	PALHARES,SEBASTIAO H/E PALHARES,VERA L	7 SE 12 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- SEBASTIAO PALHARES CONTINUED TO 7-28-2021
107	21040001	BROWSKY,BRANDON	667 DEER CREEK HOLLOWS CIR, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7-23-2021 \$225 PER DAY \$80 PROSECUTION COST
108	21040005	GARCIA,CHERYL S LE GARCIA,DIANA & GARCIA,KRISTEN	1874 DEER CREEK WILDWOOD TRL, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7-23-2021 \$195 PER DAY \$80 PROSECUTION COST
109	21050069	THOMAS, SHANASHA	420 TILFORD T, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 8-25-2021
110	21050075	LA TONA,SABRINA R	785 VILLA PORTOFINO CIR, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT NOT PRESENT CONTINUED TO 7-28-2021

				ENFORCEMENT Section 98-113(a) Building permits	
111	21050012	SANTOS,JOAO CORREIA SANTOS,MARIA JACINTA	272 NEWPORT R, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- MARIA SANTOS CONTINUED TO 7-28-2021
112	21040056	JEAN,DIEUDELE JOSEPH,YVON ORILUS	830 SW 14 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted.	RESPONDENT NOT PRESENT CONTINUED TO 7-28-2021

				Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
114	21040011	RENTERIA, ISRAEL	4010 NE 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- ISRAEL RENTERIA CONTINUED TO 7-28-2021
115	20120072	PIERRE,WILHEM H/E PALCIUS,JULIENNE	1321 SW 5 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6-18-2021 FOR \$225 PER DAY

				SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
117	20010221	INNOCENT,VILNEY J	351 SW 14 PL, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. – SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6-18-2021 FOR \$225 PER DAY
A	21010495	HO, DUC	155 SE 19 AVE, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	RESPONDENT NOT PRESENT VACATED THE IMPOSITION OF FINE AND CLAIM OF LIEN
B	20120031	JOE H SCOTT SR LIV TR SCOTT, JOE H & LORETTA A TRSTEES/Smith, Gourdet	200 LOCK ROAD, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT WAS PRSENT- KAREN SCOTT SMITH GOURDET FINES MITIGATED FOR \$200 PER DAY TO BE PAID IN FULL BY 7-28-2021
C	17030013	GARETH INVESTMENTS LLC/PRAVIN KALLOO	641 W SAMPLE ROAD, DEERFIELD BEACH, FL	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- PAVIN KALLOO

					FINES MITIGATED FOR \$2,880 TO BE PAID IN FULL BY 7-28-2021
D	16010002	GARETH INVESTMENTS LLC/PRAVIN KALLOO	641 W SAMPLE ROAD, DEERFIELD BEACH, FL	Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. - STOPPING, STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY · Section 66-56(1)(L). - Prohibitions relative to stopping, standing or parking in specific places	RESPONDENT WAS PRESENT- PAVIN KALLOO \$80 PROSECUTION COST TO BE PAID IN FULL BY 7-28-2021

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Douglas Gonzales, Special Magistrate

Date

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

July 13, 2021

Eugene Seinfeld

Presiding

Special Magistrate Eugene Seinfeld in the City Commission Room called the meeting to order at 9:30 A.M.

PRESENT: Bernard Pita, Code Compliance Director
Lenore Graber, Code Compliance Manager
Jean Placide, Code Compliance Inspector
Angelica Morales, Code Compliance Inspector
Marcio Chaves, Code Compliance Inspector
Sheryl Salvage, Code Compliance Inspector
Silvio Baca, Code Compliance Inspector
Jade Robinson, Code Compliance Inspector
Winlett Jordan-Banton, Special Magistrate Clerk

For the record, Shariann Pearson Special Magistrate Clerk, swore the attendees.

Items	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
3	21050134/ veh	BRANTLEY,JEROME	731 NW 1 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-6-2021 \$100 PER DAY \$80 PROSECUTION COST
5	21040087	SOUZA,ANGELA M	1304 SE 1 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 105(7) - Exterior building and structure standards.	RESPONDENT NOT PRESENT CONTINUED TO 8-10-2021
6	20120006/ landscape	ARGYROPOULOS,DORA	865 SE 21 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 105(1) - Exterior building and	RESPONDENT NOT PRESENT CONTINUED TO 8-10-2021

				structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards.	
8	21040020	WESTBROOK, GLORIA H/E AUSTIN, EDDIE	600 NW 3 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	
12	21020037	FRANKLIN,EVALINA & CHARLES	5340 NE 10 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. -	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

				Maintenance of area. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
14	21050112	MCDERMOTT,NICOLE	1094 SW 24 TER, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 46 - OFFENSES Section 46-13 - Trees, bushes and shrubs— Encroaching on public right-of-way.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-6-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

16	21050072	THULLBERY,HANNAH E THULLBERY,JASON R	1219 SW 26 AVE, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- HANNAH THULLBERY CONTINUED TO 10-5- 2021
20	21040115/ landscape	GELAVERT ARIAS, REINIER W	1485 SW 28 TER, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 74 - Display of street numbers on buildings. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation.	RESPONDENT WAS PRESENT- GELAVERT REINIER FINAL ORDER ISSUED COMPLY BY 10-5-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	
21	21040104	OLIVEIRA,THALES RESENDES,VANESSA	4305 NW 6 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-6-2021 \$100 PER DAY \$80 PROSECUTION
22	21010139/landscape/HOA pres	ALEXANDRA T JANSSEN REV TR JANSSEN,ALEXANDRA TRSTEE	17 DEER CREEK RD, DEERFIELD BEACH, FL 33442 B101	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND	RESPONDENT WAS PRESENT – ANN MARIE BLACK IMPOSITION OF FINE AND CLAIM OF LIEN VACATED.

				DEVELOPMENT CODE Section 98- 16 - Maintenance of development.	EXTENDED TO 10-1-2021
23	21010448	ALLAN, THOMAS W	409 SE 2 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT NOT PRESENT CONTINUED TO 9-7-2021

				SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	
24	21010505/ landscape	NIGRO,JOSEPH MICHAEL & CAROLYN A NIGRO REV TR	2497 SW 12 CT, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98- 81(L)(1)(a-g) - Tree preservation.	RESPONDENT WAS PRESENT - JOSEPH & CAROLYN NIGRO CONTINUED TO 8-10-2021
25	21010546	YRSHUS,ALLISON G	3974 NW 5 DR, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 105(1) - Exterior building and structure standards.	RESPONDENT WAS PRESENT – ALLISON YRSHUS CONTINUED TO 9-7-2021

26	21030133/ prop maint	KHACHATRYAN,GRACHIK KHACHATRYAN,JACOB H	476 NW 3 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. BSO ENFORCED- REGULATIONS, GENERALLY Section 66-59. (c)(1)(a)- Parking	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-6-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION
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				on residentially zoned lots. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	
27	21030109	TAPPER,LISETTE H/E TAPPER,DELBERT R	470 NW 42 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT – LISETTE & DELBERT TAPPER CONTINUED TO 9-7-2021
30	21020017/ landscape	SOUTH FLORIDA BIBLE COLLEGE & THEOLOGICAL SEMINARY, INC.	2200 SW 10 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD	RESPONDENT NOT PRESENT CONTINUED TO 8-10-2021

				BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	
32	21030123/ prop maint	CURIK,EVA	280 SE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. -	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 7-9-2021 FOR \$100 PER DAY PER VIOLATON

				SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation.	
33	21020049	PIERRE,JOSEPH & CLAUTILDE	4310 NE 7 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
34	21030074/ prop maint	PRAXIS VENTURE LP %MRK PARTNERS INC	1450 SW 11 WAY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98- 16 - Maintenance of development.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
35	21030110	ORMACHEA,LISSETTE A	4120 NE 4 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 7-9-2021

				IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	FOR \$100 PER DAY PER VIOLATION
36	21010548/ prop maint	BYRN,DENNIS	315 NW 38 WAY, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98- 81(L)(1)(a-g) - Tree preservation.	RESPONDENT WAS PRESENT – DENNIS BYRN EXTENDED TO 8-6-2021

40	21040007	360 NE 1ST LLC	360 NE 1 AVE, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38- 263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT WAS PRESENT – MICHELLE YARRIS EXTENDED TO 8-6-2021
41	21020093	CPE ASSOCIATES	1191 E NEWPORT CENTER DR, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38- 263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS -	RESPONDENT NOT PRESENT EXTENDED TO 8-6-2021

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	
42	20110014	NEWCASTLE INVESTMENTS LLC / Atty Bruce Raticoff/ Atty Daniel Aaronson	501 E SAMPLE RD, DEERFIELD BEACH, FL 33064	Chapter 38 - FINANCE AND TAXATION Section 38- 263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENTS WERE PRESENT- ATTORNEY DANIEL AARONSON ATTORNEY BRUCE RATICOFF DONALD ANDERSON CASE NOT BEING HEARD. PENDING HEARING DATE

43	21040065	NEWCASTLE INVESTMENTS LLC / Atty Bruce Raticoff/ Atty Daniel Aaronson	501 E SAMPLE RD, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE III. - ZONING DISTRICT REGULATIONS; Sec. 98-54(b)(1-38) - B-2 highway business, Permitted uses. Unincorp Area Codes ARTICLE XVII. - COMMERCIAL DISTRICTS; Sec. 39-295. - Permitted uses; Adult entertainment establishments in B-2 is a prohibited use as per Broward County Ordinance.	RESPONDENTS WERE PRESENT- ATTORNEY DANIEL AARONSON ATTORNEY BRUCE RATICOFF DONALD ANDERSON CASE NOT BEING HEARD. PENDING HEARING DATE
46	21050095/ post	REIS MANAGEMENT CORP	335 SW 14 ST, UNIT A-B, DEERFIELD BEACH, FL 33441 A-B	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum	RESPONDENT NOT PRESENT FINAL ORDER ISSUED

				standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	COMPLY BY 8-6-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
47	21050096	BRANCH MORTGAGE SERVICES INC	1191 SW 6 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-6-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
48	21030146	DORADO LLC	71 SE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

49	21060001	MONSERRAT REALTY LLC	1215 SE 12 TER, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66- 117.(b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
50	20110043	PETRIE,MARY PATRICIA	360 NW 38 WAY, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 105(1) - Exterior building and structure standards.	RESPONDENT WAS PRESENT – MARY PETRIE EXTENDED TO 10-29-2021
53	20020060/ bldg	AGUILAR,WILSON	107 CONGRESSIONAL WAY, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 9-7-2021
54	21040055	COQUILLON,MARIE	1030 SW 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING	RESPONDENT NOT PRESENT

				REGULATIONS Section 14-105(6) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT	FINAL ORDER ISSUED COMPLY BY 8-6-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
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				Section 98-113(a) Building permits	
58	21050138/ bldg/ post	BUSMAN BUILDERS LLC	143 NE 7 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-6-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
59	21050100/ prop maint	HARVIG PROPERTIES LLC	4750 NE 2 WAY, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING	RESPONDENT WAS PRESENT – HARVEY VOLDEMAR FINAL ORDER ISSUED COMPLY BY 8-6-2021 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST

				REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 46 - OFFENSES Section 46-28(a) - Storage of materials. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-	
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				16 - Maintenance of development. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE III. - ZONING DISTRICT REGULATIONS RS-5 residence, single-family Section 98-45(b)(1-6) Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	
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61	21060006/ bldg/ zoning / post	SEIDMAN, MATTHEW	530 RIVER OAK LN, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 8-10-2021
62	21060007 bldg/ zoning / post	HOLLENBERG, BRANDON	540 RIVER OAK LN, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-6-2021 \$100 PER DAY \$80 PROSECUTION COST
63	21040124	CASSADY,ALAN M ALAN M CASSADY FAM TR	733 VILLA PORTOFINO CIR, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V.	RESPONDENT WAS PRESENT – MARSHA CASSADY CONTINUED TO 9-7-2021

				- ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
64	21040131	FLEURISSAINT,BYNEL & NERETTE V	4309 NW 6 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-6-2021 \$100 PER DAY \$80 PROSECUTION COST
65	21040137	DAVIS,JEROD H/E DAVIS,LISA	1014 SE 14 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 8-10-2021

66	21040117/ post	NADLER,MICHELLE PEARCE,THOMAS	541 SE 4 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – MICHELLE NADLER FINAL ORDER ISSUED COMPLY BY 8-6-2021 \$100 PER DAY \$80 PROSECUTION COST
67	21040092/ post	FERNANDEZ DIAZ,IVIS TERESA DE LA ROSA GONZALEZ,JORGE	1 NE 44 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-6-2021 \$100 PER DAY \$80 PROSECUTION COST
69	21040098	STRUKOVA,OLGA	5 NEWPORT A, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V.	RESPONDENT WAS PRESENT – LANA STRUKOVA OLGA STRUKOVA

				- ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	CONTINUED TO 9-7-2021
70	21030143	GIBBEMEYER,MICHAEL H LE H/E GIBBEMEYER,NANCY LE ETAL	3352 DEER CREEK ALBA CIR, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
71	21030046	KAAM,MARTIN RONALD KAAM,JESSIE ANDREA GUISELLI	3127 SW NATURA AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – MARTIN KAAM CONTINUED TO 8-10-2021

73	20010134	PIMENTA DASILVA,LEONCIO GERALDO	135 FARNHAM F, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – DASILVA PIMENTA CONTINUED TO 8-10-2021
75	21030142	FARIA,FABIANA MORAIS DA SILVA FARIA,PEDRO HENRIQUE FRANCISCO	1183 SE 1 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT WAS PRESENT – PEDRO FARIA CONTINUED TO 9-7-2021

				ENFORCEMENT Section 98-113(a) Building permits	
76	21040024	WEBB, RAISA	86 PRESCOTT D, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-6-2021 \$100 PER DAY \$80 PROSECUTION COST
78	21040091/ bldg	STROIA,MARILIA	501 SE 14 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-6-2021 \$100 PER DAY \$80 PROSECUTION COST
79	21050008	STATESBORO LLC	1060 CRYSTAL LAKE DR, DEERFIELD	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT NOT PRESENT

			BEACH, FL 33064 201	SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	CONTINUED TO 8-10-2021
80	21040027	DA CUNHA,MARIA VICTORIA	899 SE 2 AVE, DEERFIELD BEACH, FL 33441 201	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
81	20120015/ bldg	FLORES,ALEYDA	304 NW 43 PL, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT NOT PRESENT EXTENDED TO 9-3-2021

				ENFORCEMENT Section 98-113(a) Building permits	
82	21030049	CERBERUS SFR HOLDINGS LP	601 SW 14 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 7-9-2021 FOR \$100 PER DAY PER VIOLATION

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
Items 83 - 143 Items 21010089 to 21010159 all have the same violations	21010089/ landscape to 21010159	41 DEER CREEK ROAD G102 LLC	41 DEER CREEK RD, DEERFIELD BEACH, FL 33442 G102	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98- 16 - Maintenance of development.	RESPONDENT NOT PRESENT EXTENDED TO 10-1-2021
144	21060120	BISTON,YAACOV LIPSKAR,CHAIM Z	1247 SE 7 CT	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION	RESPONDENT WAS PRESENT- CHAIM LIPSKAR FINDING OF FACT ORDER ISSUED COST WAIVED

				Section 58-69.(c) - Preparation and storage of residential refuse. Modified Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse	
145	21060074	NITE-OUT INC	165 NE 2 AVE	Chapter 46 - OFFENSES Section 46-13 - Trees, bushes and shrubs—Encroaching on public right-of-way. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT – DONALD ANDERSON CONTINUED TO 8-10-2021

				Section 98-81(L)(1)(a-g) - Tree preservation.	
A	18070030 email	GIL,LOURDES	315 NW 43 ST	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-80.(n)(1-2) - Landscape requirements.	RESPONDENT WAS PRESENT – LOURDES GIL SPECIAL MAGISTRATE ISSUED A VACATE LIEN
B	19060025/ mail, phone call	HUTCHINS,NORMA JEAN	424 SW 2 TER	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENTS WERE PRESENT - NORMA JEAN HUTCHINS GINA INNOCENT

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-80.(n)(1-2) - Landscape requirements.	FINES MITIGATED FOR \$1,117 TO BE PAID IN 12 MONTHS
C	17020086	IBRAHIM,MERVAT	491 NW 3 WAY	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b). - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT – MERVAT IBRAHIM FINES MITIGATED FOR \$4,300 TO BE PAID BY AUGUST 10, 2021
D	18080161	MARSHALL, BERNICE R & HERNAN L	290 NW 2 WAY	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-	SETTLEMENT STATED FOR \$6,500 TO BE PAID IN 30 DAYS

				105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings.	
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				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off-street parking and loading.	
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SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Eugene Seinfeld, Special Magistrate

Date

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
September 29, 2021**

A regular meeting of the Community Appearance Board of the City of Deerfield Beach, a municipal corporation of Florida, was called to order on the above date at 7:00 p.m. in the City Commission Chambers, Deerfield Beach, by Chair Belton.

Roll call showed:

Present: Harry Belton, Chair
 Terrance Glunt, Vice Chair
 Jack Hugentugler
 Patrick Morris
 Mark Damiano, Alternate

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

APPROVAL OF MINUTES OF PREVIOUS MEETING

Vice Chair Glunt made a motion, seconded by Mr. Damiano to approve the August 11, 2021 meeting minutes as submitted. The motion CARRIED by unanimous vote.

NEW ITEM

**#7005 109 Hillsboro Investments, LLC
 109 W Hillsboro Blvd.
 Minor Site Plan Modification**

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

Mr. Douglas Mummaw, the applicant, advised that the windows will be framed with anodized aluminum and the glazing will be impact, low-E, clear glass. The storefront on the eastside and northside windows will be replaced with new glass windows. The applicant outlined the color choices: Snowbound, White Hyacinth, Smoky Blue and Roycroft Pewter. The color of the awing will be Sapphire Blue.

Mr. Hugentugler made a motion, seconded by Mr. Damiano to approve Item #7005 as submitted. The motion CARRIED by unanimous vote.

**#7007 The Cove Restaurant & Bar
(Formerly Two Georges)
1754 SE 3rd Ct.
Minor Site Plan Modification**

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

The applicant outlined the proposed changes to the site: color change from Hawthorne Yellow to white on the north elevation and parts of the front elevation facing the bridge; fabric canopy will be completely removed and replaced with a new elevated airy metal canopy system, the color of the canopy screen will be Black Olive; the existing bars inside the building structure and beneath the fabric canopies will be removed; one (1) new central bar inside the main building and a new tiki style bar will replace existing outdoor seating; new entrance portages will include two (2) solid structures, one (1) at the south side which is intended as the main entrance and one (1) at the northwest side as a secondary portage. Lastly, the applicant advised that the storage bin of the commercial kitchen will be expanded to create additional storage and a screen area will be created.

The board asked that the applicant change the solid portion of the building on the north elevation and parts of the west elevation (front) from Hawthorne Yellow to white.

Vice Chair Glunt made a motion, seconded by Mr. Hugentugler to approve Item #7007 with conditions. The motion CARRIED by unanimous vote.

**#7006 Gen 3 – Bldg. C
1371 SW 30th Ave.
Major Site Plan Application**

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

The applicant advised that the colors, style, design, entry features and the size of the windows will remain the same. A new parking lot will be added to the north of the building.

Mr. Hugentugler made a motion, seconded by Vice Chair Glunt to approve Item #7006 as submitted. The motion CARRIED by unanimous vote.

REPORTS

Comments by Deerfield Beach City Attorney

None.

Comments by Deerfield Beach Planning and Development Services Department

None.

Chair Belton commented on the need to fill the remaining vacancies.

ADJOURNMENT

Chair Belton adjourned the meeting at 7:42 p.m.

Harry Belton, Chair
Community Appearance Board

HILLSBORO INLET DISTRICT
Minutes of First Reading Millage/Budget Meeting - September 13, 2021
Sea Ranch Lakes Beach Club, 5300 North Ocean Blvd., Sea Ranch Lakes, FL 33308

MEMBERS PRESENT:

Chairman Denise Bryan
Vice-Chairman Laurence Gore
Commissioner Scott Loesel
Commissioner Tyler Chappell (Attended by Phone)
Commissioner Hank Sarkis
Commissioner Mohamed "Mo" Tarifi (Attended by Phone)
Commissioner Robert O'Neill

OTHERS PRESENT:

Matthew T. Ramenda, Weiss Serota Helfman Cole &
Bierman, P.L.
Kimberly Longo, District Secretary
Robert M. Andrews, District Accountant

QUORUM PRESENT:

The meeting was called to order by Chairman Bryan at approximately 6:30 P.M. The Secretary called the roll and established a quorum for the First Public Hearing to adopt the Millage Rate and Budget for Fiscal Year 2021/2022.

Resolution No. 2021-06 was read into the record by Assistant General Counsel, Matthew T. Ramenda as follows:

**A RESOLUTION OF THE HILLSBORO INLET DISTRICT, AN
INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA,
ESTABLISHING THE ANNUAL MILLAGE FOR THE HILLSBORO
INLET DISTRICT, FLORIDA, PURSUANT TO THE BUDGET
SUMMARY FOR THE FISCAL YEAR 2021-2022, IN ACCORDANCE
WITH CHAPTER 200, FLORIDA STATUTES, AS AMENDED;
PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT;
PROVIDING FOR AN EFFECTIVE DATE.**

Chairman Bryan opened the public hearing. There being no public comment or discussion, the public meeting was closed. A motion to adopt Resolution No. 2021-06 and set the millage rate at 0.0995 mills was made by Vice-Chair Gore and seconded by Commissioner Loesel. The motion was passed 5 to 2.

Chairman Bryan	Yes
Vice-Chairman Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	No
Commissioner Sarkis	No
Commissioner Tarifi	Yes
Commissioner O'Neill	Yes

Thereafter Resolution No. 2021-07 was read into the record by Assistant General Counsel, Matthew T. Ramenda as follows:

A RESOLUTION OF THE HILLSBORO INLET DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2021-2022 FOR THE HILLSBORO INLET DISTRICT, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Chairman Bryan opened the public hearing. There being no public comments, the Public Hearing was closed. Vice-Chair Gore moved that Resolution No. 2021-07 be adopted. The motion was seconded by Commissioner Loesel. The motion was passed 5 to 2.

Chairman Bryan	Yes
Vice-Chairman Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	No
Commissioner Sarkis	No
Commissioner Tarifi	Yes
Commissioner O'Neill	Yes

ADJOURNMENT: Motion was made by Commissioner Loesel to adjourn the meeting and seconded by Commissioner O'Neill. The meeting was adjourned at 6:37 PM by Chairman Bryan.

Respectfully Submitted,

Kimberly Longo, District Secretary

HILLSBORO INLET DISTRICT
Minutes of Regular Monthly Meeting, Monday, September 20, 2021
Dixon Ahl Hall, 2220 NE 38th Street, City of Lighthouse Point

MEMBERS PRESENT:

Chairman Denise Bryan
Vice-Chairman Laurence Gore
Commissioner Scott Loesel
Commissioner Tyler Chappell
Commissioner Hank Sarkis
Commissioner Mohamed "Mo" Tarifi (Attended by Phone)
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
Pat Russel Anderson, Homeowner – Pompano Beach

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 6:43 P.M.

APPROVAL OF MINUTES: A Motion to approve the August 16, 2021 Regular Meeting Minutes was made by Vice-Chair Gore and seconded by Commissioner Chappell.

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

The Motion was approved unanimously. (8-0)

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 \$91,425.06. The bills were reviewed and discussed in detail.

Chair Bryan	Yes
Vice-Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner Sarkis	Yes

Commissioner Tarifi	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes

The motion was approved unanimously. (8-0)

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.

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

The motion was approved unanimously. (8-0)

DREDGE LOG: Captain Draughon presented the Inlet depth chart, which depicted seven (7') feet controlling depth shoreward and eight (8') feet controlling depth seaward. There were 5.0 hours of dredging time, resulting in 2,250 yd³ of sand bypassed south to Pompano Beach. The crew also set up on the shoals on the channel to build back the Coast Guard Beach with the new crane. There were 8.0 hours of dredging time, resulting in 3,600 yd³ of sand placed onto the Coast Guard Beach.

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

1. The crew is still working on the gazebo, fabricating the frames.

PUBLIC COMMENTS: Chair Bryan asked if there were any public comments. Pat Russel Anderson, Homeowner, a 30 year resident of Pompano Beach stated she likes to paint the lighthouse and likes to volunteer her time and show people how to paint. She stated she is going to miss her long-time friends Jack and Sharon Holland.

NEW BUSINESS:

RESOLUTION AUTHORIZING THE PURCHASE OF CRANE FROM RING POWER, INC.:

Resolution No. 2021-08 for the purchase of a new crane 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, ("DISTRICT"), FINDING THAT AN EMERGENCY EXISTS WITH RESPECT TO THE DISTRICT'S NEED TO ACQUIRE A GROVE 25-TON CARRY DECK CRANE TO INSURE CONTINUED OPERATION OF THE DISTRICT'S SAND BYPASSING OPERATIONS; AUTHORIZING THE CHAIR AND/OR VICE-CHAIR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PURCHASE A GROVE 25-TON CARRYDECK CRANE FROM RING POWER, INC., IN AN AMOUNT NOT TO EXCEED THREE HUNDRED THIRTY NINE THOUSAND AND 00/100 DOLLARS (\$339,000.00); PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Vice-Chair Gore and seconded by Commissioner Chappell to approve Resolution No. 2021-08 for the purchase of the Grove 25-ton Carrydeck Crane in an amount not to exceed \$339,000.00.

Chair 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)

The Board discussed the disposition of the District's old crane. District Accountant Robert Andrews spoke to Adam at Ring Power, Inc. He advised that he found someone from Fort Pierce to come and take the crane and pay the District \$1,200.00. A motion was made by Vice-Chair Gore for the removal of the crane and for the District to be paid \$1,200.00 and seconded by Commissioner Strauss.

Chair 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)

AUTHORIZATION OF RENEWAL OF GENERAL LIABILITY AND PUBLIC OFFICIALS EMPLOYMENT PRACTICES LIABILITY INSURANCE: Attorney Tolces discussed the General Liability insurance renewal and the Public Officials and Employment Practices Liability Insurance in the amount of \$31,265.00 with the members of the Board. Vice-Chair Gore made a motion to approve the renewal of the 2021-2022 General Liability and Public Officials Employment Liability Policy with Florida Insurance Alliance ("FIA") and Commissioner Loesel seconded the Motion.

Chair 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)

OLD BUSINESS:

GENERAL COUNSEL COMMENTS: Attorney Tolces advised that Cheryl Miller from Coastal Eco-Group, Inc./Consultant to Olsen & Associates, Inc.(Environmental Services) will provide the Board with a year 2 Coral Survey update. She has spoken with the State and will be speaking with the County. She has prepared a very thorough presentation for next month.

COMMISSIONER COMMENTS: Commissioner Sarkis stated he has been going through the District's numbers as far as projections with District Accountant Robert Andrews over the past few weeks. He stated that he knows the District has to replace things but in the future, the District needs to think about how the Board can project more accurately. The way to handle is to be more diligent on the ongoing expenses and capital replacements and not to be in a rush to get things done. The District also needs to verify that items are built to withstand the test of time. He also stated that one issue that the District may have is that the Hillsboro Club will not renew the Lease and the District has to purchase a trailer for \$300,000.00. Chair Bryan advised the Board that the Hillsboro Club is very happy that the District's crew is there and right now they do not have the funds to make the improvements that they want to do at the Club. It is a win-win situation for both the Hillsboro Club and the District.

Commissioner Strauss stated the District should generate a list or chalkboard of bullet-point items that the District should be looking into in the next five years. District Accountant Robert Andrews advised that he will bring a list to the Board at next month's meeting.

Chair Bryan stated the elbow barge is the next item coming up on the list. District Accountant Robert Andrews discussed the argument of fixing it or purchasing a new one. He advised that we should have taken the dredge to dry dock this year but held off until next year.

Commissioner O'Neill suggested the possibility of outsourcing a container as an office which consists of two offices, a kitchenette and a bathroom for about \$30,000.00. It sits on a trolley and sits higher than a trailer and easier to move. Commissioner Loesel asked if it could just sit on the Town's property and Commissioner O'Neill stated the trailer is on the Coast Guard property. The Board asked attorney Tolces to get clarification on who owns the property.

ADJOURNMENT

Motion was made by Commissioner Sarkis to adjourn the meeting and seconded by Commissioner Strauss. The meeting was adjourned at 7:12 PM by Chair Bryan.

Respectfully submitted,

Kimberly Longo, District Secretary

HILLSBORO INLET DISTRICT
Minutes of the Final Reading Millage/Budget Meeting, September 20, 2021
Dixon Ahl Hall, 2220 NE 38th Street, City of Lighthouse Point

MEMBERS PRESENT:

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

OTHERS PRESENT:

David N. Tolces, General Counsel, Weiss Serota Helfman
Cole & Bierman, P.L.
Captain Woodworth R. Draughon, III
Assistant Captain Alex Cuevas
Robert M. Andrews, Accountant
Kimberly Longo, District Secretary
Pat Russel Anderson, Homeowner – Pompano Beach

QUORUM PRESENT: The meeting was called to order by Chairman Bryan at approximately 6:30 P.M. The Secretary called the roll and established a quorum for the Final Public Hearing to adopt the Millage Rate and Budget for Fiscal Year 2021/2022.

Resolution No. 2021-06 was read into the record by General Counsel, David Tolces as follows:

A RESOLUTION OF THE HILLSBORO INLET DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, ESTABLISHING THE ANNUAL MILLAGE FOR THE HILLSBORO INLET DISTRICT, FLORIDA, PURSUANT TO THE BUDGET SUMMARY FOR THE FISCAL YEAR 2021-2022, IN ACCORDANCE WITH CHAPTER 200, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Chairman Bryan opened the public hearing. There being no public comment or discussion, the public meeting was closed. A motion was made by Vice-Chair Gore, and seconded by Commissioner Strauss to approve Resolution No. 2021-06 and set the

millage rate at 0.0995 mills. The Motion was passed 6-2. (Commissioner Chappell and Commissioner Sarkis voted no.)

Chairman Bryan	Yes
Vice-Chairman Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	No
Commissioner Sarkis	No
Commissioner Tarifi	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes

Resolution No. 2021-07 was read into the record by General Counsel, David Tolces as follows:

A RESOLUTION OF THE HILLSBORO INLET DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2021-2022 FOR THE HILLSBORO INLET DISTRICT, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Chairman Bryan opened the public hearing. There being no public comment or discussion, the public meeting was closed. A motion was made by Vice Chair Gore and seconded by Commissioner Loesel to approve Resolution No. 2021-07. The Motion was passed 6-2. (Commissioner Chappell and Commissioner Sarkis voted no.)

Chairman Bryan	Yes
Vice-Chairman Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	No
Commissioner Sarkis	No
Commissioner Tarifi	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes

ADJOURNMENT: Motion was made by Vice-Chair Gore to adjourn the meeting and seconded by Commissioner Loesel. The meeting was adjourned at 6:43 PM by Chairman Bryan.

Respectfully Submitted:

Kimberly Longo, District Secretary

**Education Advisory Board (EAB)
Meeting Minutes**

Wednesday, September 1, 2021

7:00 pm

Hillsboro Community Center

Call to Order and Roll Call

Vice Chair Clarke – Reed called the meeting to order at 7:00 pm.

Members Present: Mr. Michael Lubin, District 1
 Vice Chair Clarke-Reed, District 2
 Ms. Katherine Brighton, District 4

Also Present: Jonathan Salas, City of Deerfield Beach
 Aneisha Nicholas, City of Deerfield Beach
 Elen Gantner, City Attorney's Office

Approval of Minutes

MOTION was made by Mr. Lubin and seconded by Ms. Brighton to approve the June 2th, 2021 meeting minutes. The motion CARRIED unanimously.

Introduction of new District 4 EAB Member

Vice Chair Clarke – Reed introduced new District 4 EAB Member – Katherine Brighton.

Guest Speaker

Ms. Stephanie Garcia from B Tactical Urbanism Project Team, MPO. Stephen Graham, Assistant Planning Director for City of Deerfield Beach gave insight into the project. Tony Garcia, Architect for Principle Street Planning explained the project and the design of the program.

Angel Gomez, Governmental Affairs Coordinator, Broward County School Board Office of Legislative Affairs. Mr. Gomez advised that the Interim Superintendent Vickie Cartwright is working hard until the district can find a permanent superintendent. He also advised that BRIA is a free homework and tutoring service is available for students' afterschool. Quarantined students can also get academic support during school hours as well.

Board Discussion

A. Tutoring Initiative

Vice Chair Clarke - Reed: Asked if this tutoring initiative is for staff or is it what other organization doing.

Mr. Salas: The tutoring initiative was discussed by the board for high school students to help them with their college entrance essays.

Vice Chair Clark-Reed: Did we get any help or response from the school board about any help for students preparing them for college essay, exams and writing skills?

Mr. Salas: The board discussed previously that they would look into with the school board during the summer months.

Mr. Lubin: They will revisit the tutoring initiative once things change with visitors being allowed into the schools. At this time, the school board prohibits any outside visitors from coming into the schools.

B. Staff Updates

Mr. Salas: Community Health and Wellness Fair but will defer to the public comment period. Mr. Salas mentioned the rental and utility assistance program. He also mentioned the quarterly principle's round table event that will be on Monday, September 13, 2021 at 9am. The City of Deerfield Beach is participating in the Reading Pals or TutorMate programs which is virtual. The city is looking for volunteers because they are taking on more classes to help more students. The city participating in welcoming the students back to school at Tedder Elementary.

C. Board Updates

Vice Chair Clark-Reed: Asked if they are able to proceed with student of the month awards, student athlete awards and academic achievement awards for students.

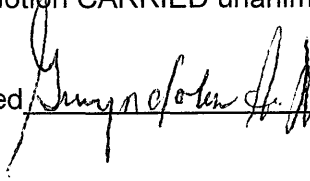
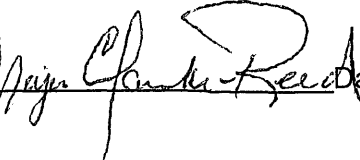
Mr. Salas: Stated that the applications have been sent to area schools via email. He will advise the participants at the principle's roundtable event as well.

Comments from the Public

Mr. Joel Smith, Executive Director of Deerfield Beach Community Cares, 8920 NW 14th Street Pembroke Pines, FL 33024. He asked Mr. Salas to send him the information about the reading programs. He advised Mr. Ralph Aiello, Director of Guidance can help students prepares for college essays, exams and writing skills. Mr. Smith advised about the Community Health & Wellness Fair on Saturday, September 11th from 10am – 4pm.

Adjournment

MOTION was made by Mr. Lubin and seconded by Ms. Brighton to adjourn the meeting at 8:24 p.m. The motion CARRIED unanimously

Minutes approved   Date _____

Education Advisory Board (EAB)

Meeting Minutes

Wednesday, October 6, 2021

7:00 pm

Hillsboro Community Center

Call to Order and Roll Call

Vice Chair Clarke – Reed called the meeting to order at 7:00 pm.

Members Present: Mr. Michael Lubin, District 1
Vice Chair Clarke-Reed, District 2
Ms. Katherine Brighton, District 4

Also Present: Jonathan Salas, City of Deerfield Beach
Vennillia Wyatt, City of Deerfield Beach
Elen Gantner, City Attorney's Office

Approval of Minutes

MOTION was made by Mr. Lubin and seconded by Ms. Brighton to approve the September 1, 2021 meeting minutes. The motion CARRIED unanimously.

Introduction of new Board Liaison

Vice Chair Clarke – Reed introduced new Board Liaison – Vennillia Wyatt.

Guest Speaker

Stephen Graham, Assistant Planning Director for City of Deerfield Beach gave an update about the B Tactical Urbanism Project.

Board Discussion

A. Elementary School Academic Achievement Award Nomination – October 2021

Vice Chair Clarke - Reed: Asked the board if there was a motion to accept the application and award the student from Deerfield Park Elementary.

MOTION was made by Mr. Lubin and seconded by Ms. Brighton to accept and approve the application. The motion CARRIED unanimously.

Mr. Salas: stated that he will contact the school and invite the student to the November 9, 2021 City Commission Meeting for a presentation of the award and picture opportunity with the City Commission.

B. EAB Meeting Calendar

Vice Chair Clark-Reed: asked for clarification for the rest of the year or calendar in general.

Mr. Salas: stated that he is referring to the EAB calendar in general and wanted to know if the board wanted to take off in December.

Mr. Lubin: stated that he will not be able to attend the November 3, 2021 EAB meeting, but if the board was open to moving the meeting back one-week later November 10, 2021 then he will be able to attend.

Mr. Salas: stated that he can check and see if the Hillsboro Community Center is available for November 10, 2021.

Ms. Gantner: advised the board that the Mayor is in process of making a new EAB appointment.

Vice Chair Clark-Reed: stated that the board will keep the November 3, 2021 meeting at this time and will await the Mayors new EAB appointee. If the Mayor appoints someone at the next Commission Meeting the board will have quorum at the next meeting without Mr. Lubin attending.

C. EAB Vacancy

Vice Chair Clark-Reed: The board is clear that the Mayor is in the process of appointing a new member to the EAB board.

Staff updates

Mr. Salas: Introduced Donna DeFronzo as the Director of the Community Services Department. He also, advised the board of the temporary relocation of Community Services staff at City Hall while Fire Station 4 is being prepared for staff. Upon, completion of Fire Station 4 Community Services staff will be housed temporary at Fire Station 4 for approximately 24 months.

Mr. Salas: Informed the board of the Broward County School Board redistricting and encouraged everyone to attend one of the meeting if their schedule permits.

Mr. Salas: Informed the board about the Beach House grand opening event at Deerfield Beach High School on October 13, 2021.

Mr. Salas: Informed the board the week of October 18th is Florida League of Cities Government Week and he will be conducting presentations at Deerfield Beach High School and Deerfield Beach Elementary School on October 18th and 19th on local government.

Mr. Salas: Advised the board that the City still has funding available for rental and utility assistance and purchase assistance programs. Mr. Salas advised the board to inform residents in need of assistance to apply online or give us a call for any assistance.

Vice Chair Clark – Reed: Ask for clarification about the utility payments that City Manager Mr. Santucci advised at the City Commission on October 5, 2021.

Mr. Salas: Clarified that late fees and delinquencies were waived due to the COVID-19 pandemic. With COVID-19 numbers decreasing City would like to resume enforcing late fees. The City will produce a mailer notifying residents of available funding for utility assistance through the City Community Services Department.

Ms. Gantner: Clarified that the utility payment program that the City Commission discussed last night is for residents that are behind on utility payments and delinquent fees will be waived if they enter into a payment plan with the City.

Mr. Salas: Informed the board about the 5000 Role Models Ceremony at Deerfield Park Elementary on Thursday, October 14, 2021 at 6pm.

Board updates

No board updates.

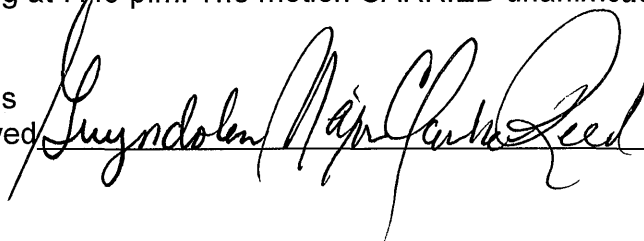
Comments from the Public

No comments from the public.

Adjournment

MOTION was made by Ms. Brighton and seconded by Mr. Lubin to adjourn the meeting at 7:49 p.m. The motion CARRIED unanimously

Minutes
approved

 Date 11/3/2021

Affordable Housing Advisory Committee (AHAC)
Meeting Minutes

Monday, August 9, 2021
7:00 pm
Hillsboro Community Center

Call to Order and Roll Call

Mr. John Salas called the meeting to order at 7:00 pm.

Members Present: Abner Clerveax
Betty Ferguson
Brian Bennett
Carolyn McNamara
Cheri Zettle
David Cherry
Eric Power
Faith Dickens
Harold Weber
Ophelia Papworth – Rivera

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

Board Discussion

A. Introduction of Committee Members and City Staff

Committee members introduced themselves.

B. Overview of Sunshine Law

Elen Gantner advised the Committee that her purpose in participating in the meetings is to ensure that we are following the Sunshine Law, public records and any other legal and procedure issues that may arise. Ms. Gantner presented a PowerPoint presentation, see attached.

C. Presentation/Timeline

Mr. Salas stated that the State of Florida requires that we have 11 members on the AHAC Committee. He has placed each member in a category that closely fits each person as much as possible. He stated that each committee must have a commissioner so that is why Vice Mayor Preston is on the committee.

AHAC 2021-2022 Incentive Report

Mr. Salas stated that we have to produce an annually report to the state by December 31, 2021.

Mr. Salas stated that we will be receiving our first allocation of SHIP Funds of \$529,909 for FY2021 – 2022 by sometime next week. In December or January, we will get our second allocation of SHIP Funds. Mr. Salas stated we will get \$704,090 in CDBG Funds. CDBG Funds are more flexible and we use for our senior transportation services, health and wellness, adult daycare, and sidewalk program.

Mr. Salas advised on HOME Funds which is a Federal Program. The funds are administered through Broward County.

AHAC responsibilities as members, we have to recommend at least 11 affordable housing incentives that we want to recommend to City Commission. We can recommend 11 but we have to agree on two that are required. Currently the city has two affordable housing incentives, the first is expedited permitting for all affordable housing permits. The second is, ongoing regulatory review process. This is something the city does all the time with keeping affordable housing on the forefront of what we do and how we do things.

Public Hearing to Vote on Strategies

Mr. Salas mentioned the strategies and incentives, see below.

- Fee waivers
- Reserving infrastructure for low income residents
- Affordable Accessory Dwelling Units
- Reducing parking and set back requirements
- Allowing flexible lot lines (zero lot lines)
- Modifying street requirements for affordable housing
- Establishing a process by local government consider policies, procedures, ordinance and regulations that increase affordable housing
- Preparing a printed inventory of locally owned public land suitable for affordable housing
- Support development near transportation hubs and mixed-use development

LHAP 2022 – 2025

Mr. Salas stated that this plan is due to the state every three years. It's due in 2022.

The three strategies we have are utilities and rent assistance, purchase assistance and home rehabilitations program.

Faith Dickens asked Mr. Salas if it is a seller's market for affordable housing even with the purchase assistance program. Mr. Salas responded, every April HUD provides the city a new income guideline and purchasing caps.

Abner Clerveax asked Mr. Salas if a resident has a reverse mortgage are they eligible for the programs. Mr. Salas stated that the City will take second place on the mortgage the

only time they will take third place is if the resident is part of the PACE program or another affordable housing program.

Brian Bennett asked Mr. Salas if we had any information on the home rehabilitation program. Mr. Salas advised that he do have a flyer, but did not provide it because we do not have any funds available.

Faith Dickens asked Mr. Salas if someone wants to purchase a home and they are low income. Mr. Salas advised that the City of Deerfield Beach has a wide range of properties that are affordable.

Abner Clerveax asked Mr. Salas if someone can purchase a home anywhere in the City of Deerfield Beach. Mr. Salas stated that is correct, anyone that qualifies can purchase a home within the City of Deerfield Beach.

Betty Ferguson asked Mr. Salas that the families that she works with Section 8 housing program cannot afford to purchase a home even with the \$50,000 that the City will give them. Mr. Salas advised that we are in very unique times but we are hopeful that housing will become more affordable.

D. Staff Updates

No staff updates at this time.

E. Board Updates

No board updates at this time.

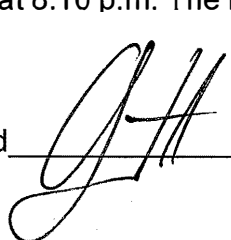
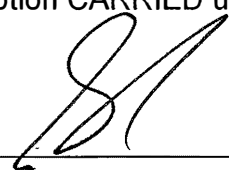
F. Public Comments

No public comments at this time.

Adjournment

MOTION was made by Mr. Bennett and seconded by Ms. Ferguson to adjourn the meeting at 8:10 p.m. The motion CARRIED unanimously.

Minutes
approved

  _____ Date 10/11/21

Affordable Housing Advisory Committee (AHAC)
Meeting Minutes

Wednesday, September 15, 2021

7:00 pm

Hillsboro Community Center

Call to Order/ Roll Call

Mr. John Salas called the meeting to order at 7:10 pm.

Members Present: Vice Mayor Preston
Betty Ferguson
Carolyn McNamara
Cheri Zettle (call in)
Eric Power

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

Approval of Minutes

Mr. Salas stated that we cannot approve the minutes, because we did not have quorum.

Review Incentives

Mr. Salas discussed the 11 incentives with the committee members present. See incentives list attached.

Elizabeth Mitchell, 570 NE 38th Street, Deerfield Beach, stated that she lives near Tallman Pines and is against the building of an affordable housing community, because it will overpopulate the area and is asking the committee to not proceed with the project.

AHAC Member Carolyn McNamara, asked if the City had any vacant land available for affordable housing.

Mr. Salas stated that the City does not have much land available for affordable housing, however the City can put a list together of what the City does have available.

Ms. Avis Swenson, 810 SE 7th Street Deerfield Beach, ask if the City had any lots available near Dixie Highway, she recalls the city stating that they were zoned not residential, but they were going to try and rezone.

AHAC Member Eric Power, stated that the City does have a list of the City owned properties and the City does own vacant land, but they have not stated what the vacant land can be used for. He said the property that was given to the City during the widening Dixie Highway project was for the purpose of drainage retention. There have been

conversations about some people wanting to buy the property and develop it, but it requires the additional work because you have to fix the drainage. Two years ago, the City created a new process called the property disposition application. This allows someone to purchase a property from the City, nevertheless the caveat is that you have to have an approved plan.

Ms. Avis Swenson, 810 SE 7th Street Deerfield Beach, replied that there was a zoning issue and she thought B1 was there, multifamily and single family with a cut split zoning.

Mr. Salas, stated that these lots have to be used for affordable housing and the household must meet the income restrictions based on Broward County numbers.

AHAC Member Carolyn McNamara, asked other than Indigo Station where would there be a transportation hub community for affordable housing.

Mr. Salas replied hypothetically speaking if the City gets a Brightline Station then the City can explore designating land in close proximity to the station for affordable housing. Allowing residents access to transportation.

AHAC Member Eric Power, stated that when the City wrote the Code for Pioneer Grove the City added a possibility for affordable housing in that area.

Elizabeth Mitchell, 570 NE 38th Street, Deerfield Beach, she wants to understand that if an affordable housing community is built in the area are, we are saying in the future a major transportation hub can be built near it. She has a fear that there is an area near her community that she thinks the City will build a transportation area at.

AHAC Member Eric Power, clarified that we can build affordable housing near a major transportation hub not the other way around. He gave an example of Broward County building a bus depot between Deerfield Beach and Pompano Beach and this will be considered a transportation hub.

Vice Mayor Preston stated that the area Ms. Mitchell is referring to is not Deerfield Beach, but it is in fact Pompano Beach property.

AHAC Member Eric Power, stated that the area is in fact Pompano Beach and if it is a scrub and preserve area so a transportation hub or affordable housing community can't be built on it.

Mr. Salas clarified that when we look at the concept of affordable housing it comes in many shapes and sizes, so you may see multifamily or single-family affordable housing. We should not assume large complexes, because a few years ago the City built 7 brand new affordable housing single-family homes in the community off Eller Street.

Elizabeth Mitchell, 570 NE 38th Street, Deerfield Beach, she asked the members to consider that in her area they are putting up a high rise, multifamily and apartment building

and wants everyone to see the whole picture before they approve such affordable housing communities.

AHAC Member Eric Power, pointed out that any incentive that is possible for adoption will require a code change, reviewed by City Staff and go to City Commission for approval.

Mr. Salas, stated that the incentives are from the State of Florida.

AHAC Member Cheri Zettle, asked if there is some overlap between C and G initiatives.

AHAC Member Eric Power, clarified that lot configurations means that there is a possibility of putting two or three homes on that lot whereas density is more about going up and allowing for more units so you can put more people in an area.

Loleta Harris asked if C would be a smaller lot versus a large land mass.

Mr. Salas replied that yes it could be a smaller lot but most likely you are going up with density. They will do calculations based on square footage and will not put more units than the land is able to handle.

Mr. Salas the incentives that we are not able to adopt based on the City's Building Code are B, D, E, F and H. Currently, we have two incentives (A and I) and we are capable of adopting 4. A requirement of the State is to adopt at least 2 incentives (A & I), subsequently we will keep those and when we reconvene, we can revisit G, J K and C and see if we want to implement one of those incentives.

Vote on Incentives

Mr. Salas stated that we cannot vote on incentives, because we do not have quorum.

Presentation/Timeline

Mr. Salas advised the incentives were discussed, therefore hopefully we will have quorum on the next meeting October 11, 2021, allowing the Committee to vote on the incentives. The City will work on the report and get the committee a draft of the report. At the following meeting in November the draft can be discussed. The final report will be added to the December City Commission Agenda. The report is due to the State before the 12/31/2021 deadline.

Staff Updates

Mr. Salas explained the Consolidated Annual Performance Evaluation Report (CAPER) is due to HUD every year by 12/31/2021. He will provide a draft to the committee at the November meeting. The CAPER is a requirement for the Community Development Block Grant (CDBG). The three main sources of funding that the City of Deerfield Beach has is CDBG, SHIP and HOME. The other requirement of SHIP is the Local Housing Assistance Plan (LHAP). The City recently received notification from the State that THE City next LHAP is due to the state by June 30, 2022.

There are still rental and utility assistance funds available for residents impacted by COVID.

Annual Action Plan is due every year to HUD by July 30th. In January the City will start planning. The City will host a public hearing, allowing the public to voice how they would like to see the City utilize the CDBG funding. The current CDBG funding the City have available is for purchase assistance, home rehabilitation and a percentage goes to the senior transportation program and infrastructure projects.

Board Updates

No board updates.

Public Comments

Mr. Salas opened up the floor for public comments.

Ms. Avis Swenson, 810 SE 7th Street Deerfield Beach, for the SHIP program do we have the plan of how it will work, because I had a client that wanted to get the money, but they had to have a contract on the home before they get the funding.

Mr. Salas, replied that you have to have a contract on the home because in the past we have encumbered funds for an individual then come to find out the deal fell through for various reasons such as a lien on the property. During that time, we have encumbered those funds, we may they have turned away qualified individual. The process should be done simultaneous by reaching out to us to see if we have funding is a great suggestion. Then start shopping for a home and at the point when homebuyer want to put an offer on a home then give the City a call to verify funding availability. The same documents that the homebuyer provide the lender is the same documents that City required for approval, so the process should be fairly simple and fast.

Ms. Avis Swenson, 810 SE 7th Street Deerfield Beach, stated that sellers do not like it when they find out the buyer is going to get a grant even if they have been approved so they do not want to sign a contract with them at that point.

Mr. Salas, replied that he can provide an award letter but he understands that the buyer may want to see a little more than just that documentation.

AHAC Member Carolyn McNamara, asked if the purchase assistance is it up to \$315,000 purchase price.

Mr. Salas, explained that with CDBG there is not a cap with SHIP and HOME there is a cap. If we are talking affordable housing that person cannot get past a certain threshold anyway. Right now, the market is so high and nobody is meeting those requirements for the prices that we are seeing. For HOME and SHIP the cap is \$297,000 purchase price.

Mr. Salas closed public comments.

Adjournment

MOTION could not be made because no quorum was present.

Minutes
approved

Date

10/11/21

AHAC Incentive Strategies – Updated September 2020

This is a chapter in the Florida Housing Coalition Guidebook for Affordable Housing Advisory Committee Members and Local Government Staff.

VIII. Incentive Strategies: Details and Examples

There are eleven incentive strategies that the AHAC must consider:

- (a) The expedited processing of approvals of development orders or permits for affordable housing projects to a greater degree than other projects.
- (b) All allowable fee waivers provided for the development or construction of affordable housing.
- (c) Allowing flexibility in densities for affordable housing.
- (d) Reserving infrastructure capacity for housing for very low-income persons, low-income persons, and moderate-income persons.
- (e) Encouraging and authorizing the development of affordable accessory residential units.
- (f) Reducing parking and setback requirements for affordable housing.
- (g) Allowing flexible lot configurations, including zero-lot-line configurations for affordable housing.
- (h) Modifying street requirements for affordable housing.
- (i) Establishing a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
- (j) Preparing a printed inventory of locally owned public lands suitable for affordable housing.
- (k) Supporting development near transportation hubs and major employment centers and mixed-use developments.

Each of these strategies is discussed below. Two incentives are required to be adopted in the Local Housing Assistance Plan (LHAP): item (a) for expedited permitting and item (i) for a process of ongoing review.

**PLANNING AND ZONING BOARD
CITY OF DEERFIELD BEACH, FLORIDA
September 2, 2021
MEETING MINUTES**

A regular meeting of the Planning and Zoning Board of the City of Deerfield Beach, a municipal corporation of Florida, was called to order on the above date at 7:00 p.m. in the City Commission Chambers by Thomas Plaut, Chair.

ROLL CALL

Present: Thomas Plaut, Chair
Brian Bennett, Vice Chair
Michelle Balaun
Bridget Beckford
William Lane

Also Present: Stephen Graham, Assistant Director of Planning & Development Services
Bonnie Jacobson, Senior Planner
Anthony Soroka, City Attorney
Heather Montemayor, Assistant City Clerk

Absent: Kanthiah Easwara Chandran, Alternate
David Kurlander, Alternate

PLEDGE OF ALLEGIANCE

SEATING OF ALTERNATES

None.

APPROVAL OF MINUTES OF PREVIOUS BOARD MEETING

Motion was made by Ms. Beckford and seconded by Ms. Balaun to approve the minutes of August 5, 2021. The motion CARRIED by unanimous vote.

OLD BUSINESS

None.

NEW BUSINESS**P.H. 2021-106: APPLICATION 20-B3C-26 (PROJECT NAME: O'REILLY AUTO PARTS CENTER)**

Applicant: **MEYER FAMILY INVESTMENTS II LTD, represented by Alec Blotnick and Christina Bilenki, Esq.**

Proposal: Major site plan application seeking approval to expand existing retail use (auto parts store), construct additional parking and loading, and associated site improvements.

Location: The property is 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), more particularly described in the file, and located at **4091-4119 N. Dixie Hwy.**

SUMMARY BACKGROUND/EXPLANATION

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.

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

Stephen Graham, Assistant Director of Planning & Development Services, provided a brief overview of the item.

Christina Bilenki, 14 SE 4th Street, Boca Raton, representing the applicant, provided a brief PowerPoint.

Property Aerial - Ms. Bilenki said the parcel is located on the west side of Dixie Highway, north of Sample Road and south of NE 2nd Street; thereafter, an aerial of the property was displayed. The parcel is just over 1.2 acres, has a future land use designation of commercial and a zoning designation of B-3c. She explained that the property was originally developed in 1978 and was within unincorporated Broward County and annexed into the City following the construction, making this the first site plan on file for this property. Further, Ms. Bilenki stated that existing uses consist of Charlie's Auto Glass, a daycare/preschool, which will remain and an auto parts retail to be expanded with this proposal.

Request - Ms. Bilenki said the applicant is requesting a major site plan application, seeking approval to expand existing retail use, construct additional parking and loading, and associated site improvements. Thereafter, various photographs of the existing conditions were displayed.

Elevations - Ms. Bilenki said the building itself will not change; however, there will be changes to the signage and doors.

Existing Site Conditions - Ms. Bilenki reiterated that the site was originally developed in 1978; therefore, there is very little landscaping.

Proposed Site Plan - Ms. Bilenki displayed the proposed site plan. She explained that the applicant is required to provide a 5' dedication on NE 8th Avenue, which is difficult to accommodate; therefore, a reduction to the landscape width on the rear of the property is being requested. Further, she explained that a 6' high concrete wall along NE 8th Avenue will be installed to provide better screening to the residential community, new retention areas will be added at the rear of the property, along with 13 new parking spaces. Ms. Bilenki said the dumpster has been pushed back toward the rear of the building to accommodate trash service and collection, the circulation has been approved to ensure that fire trucks and deliveries are accessible, and the loading areas have been improved, since most deliveries will occur at night. Lastly, she said new pedestrian connections will be installed as well as significant landscaping improvements.

Proposed Landscape Plan - Ms. Bilenki said there were three (3) existing trees along Dixie Highway; wherein, new trees and shrubs will be installed along the front and sides of the property, and along the rear to provide additional screening from the residential community.

In response to Chair Plaut's question, Mr. Graham replied that there are powerlines along the frontage of the property, but the application was reviewed and approved by the Landscape Architect, so there should be no issues with tree growth.

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

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

In response to Chair Plaut's questions, Mr. Graham replied that the variance is determined by the City Commission; nevertheless, the variance is noted in the staff report. Further, he said the dumpster will be in the rear of the building on the west side and will be properly enclosed.

Motion was made by Ms. Beckford and seconded by Vice Chair Bennett to approve P.H. 2021-106: Application 20-B3C-26, subject to the conditions outlined in the staff report. The motion CARRIED by unanimous vote.

P.H. 2021-107: PROPOSED AMENDMENT TO THE CITY CODE OF ORDINANCES – SEA TURTLE LIGHTING

Applicant: **CITY OF DEERFIELD BEACH**

Proposal: Proposed amendment to Chapter 34 Article IV, Section 34-60, and Section 46-31 of the Deerfield Beach Code of Ordinances pertaining to beach area outdoor lighting restrictions.

Stephen Graham, Assistant Director of Planning & Development Services, provided a brief overview of the item. Thereafter, he provided a brief explanation of the difference between the Code or Ordinances and Land Development Code (LDC). He explained that this code amendment is outlined in the City's Code of Ordinances; however, there is a sentence in the LDC that states that the lighting for developments must comply with the requirements in the Code of Ordinances. Further, there will be no changes in the LDC, but these changes will affect how plans are reviewed for developments in the beach area where there are outdoor lighting restrictions. The proposed changes are based on a model ordinance enacted by the State of Florida regarding restrictions for sea turtle nesting. He said this ordinance will also be considered by the Marine Advisory Board on September 16th. Lastly, the changes consist of updating the current code requirements for consistency with relevant sections of the model ordinance and adding an update to the open burning section of the Code as it relates to light restrictions from fire pits in the beach area.

In response to some of the Board members' concerns, Mr. Graham stated that open burning may be done on private property located near sea turtle nesting habitat areas. The burning itself creates life that attracts sea turtles; therefore, the open burning doesn't just consist of the beach area itself.

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

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

Motion was made by Ms. Beckford and seconded by Vice Chair Bennett to approve P.H. 2021-107: Proposed Amendment. The motion CARRIED by unanimous vote.

STAFF REPORT

Stephen Graham, Director of Planning & Development Services, advised that there will be a meeting in October. Thereafter, he thanked the members who attended the NE 3rd Avenue workshop.

CHAIRMAN'S REPORT

None.

MEMBERS' REPORTS

None.

ADJOURNMENT

Motion was made by Ms. Balaun and seconded by Ms. Beckford to adjourn the meeting at 7:32 p.m. The motion CARRIED by unanimous vote.

Thomas Plaut, Chair
Planning and Zoning Board



City Commission Meeting - November 16, 2021

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, November 16, 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 November 16, 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 November 16, 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 November 16, 2021.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/87194489538?pwd=Z0k0ZFozL2kxQStkSWUrS0c2Rmp0UT09>
 - ii. The video camera display feature is disabled for public use
 - b. Via Zoom Telephone** - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

Call-in Number: (301) 715-8592, Meeting ID: 871 9448 9538#, Participant ID: #, Passcode: 069482#

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 November 16, 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. 2021-1004

Agenda Date: 11/16/2021

Status: PUBLIC HEARINGS – FIRST
READING

In Control: City Commission

Title

P.H. 2022-012: ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE AMENDED CAPITAL IMPROVEMENTS ELEMENT OF THE CITY'S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set second public hearing for December 7, 2021

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Current Activity

The purpose of the Capital Improvements Element of the Comprehensive Plan (the "CIE") and schedule is to identify capital improvements needed to implement the Comprehensive Plan and ensure adopted Level of Service Standards are achieved and maintained for concurrency related facilities. Section 163.3177(3)(b), Florida Statutes, provides that the CIE must be reviewed on an annual basis and modified as necessary in order to maintain a financially feasible five-year schedule of capital improvements. The City Commission adopted the Capital Improvement Plan on September 14, 2020. The enclosed Ordinance updates the five-year schedule of Capital Improvements for the next five years (FY 2022 – FY 2026) for the City's CIE. This document shows planned capital improvement projects for the next 5 years, whether they are funded or not.

The CIE was updated with information to reflect changes made in the Evaluation and Appraisal Report that was approved by the City Commission on September 3, 2020. Specifically, updates were made to Level of Service (LOS) standards, Long Range Transportation Planning and Peak Hour Two-Way Maximum Volume to meet the new target year from 2035 to 2040. Additionally, changes were made to be consistent with the current Interlocal Agreement with the Broward County School Board and Chapter 163 of the Florida Statutes related to State, Regional, and County plans.

All data related to capital improvement projects was collected from the adopted Capital Improvement Plan. Approving this item does not change the City Budget or Capital Improvement Plan. Each year, this document is updated to reflect the differences between last year's five-year plan and the current five-year plan. These changes are shown in Table 10.3 – Five Year Schedule for Capital Improvements for FY 2022-2026 and Table 10.4 – Five Year Schedule of Capital Improvements Summary by Functional Category 2022-2026. Additional changes in this section are numerical updates to each fund's revenue source.

Upon approval, the CIE will be sent to the Florida Department of Economic Opportunity for review.

On November 4, 2021, the Planning and Zoning Board voted to recommend approval of the proposed update.

Recommendation

Staff recommends approval of the Ordinance and setting the public hearing for December 7, 2021.

ORDINANCE NO. 2021/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE AMENDED CAPITAL IMPROVEMENTS ELEMENT OF THE CITY'S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, Section 163.3177(3)(b), Florida Statutes, provides that the Capital Improvements Element of the Comprehensive Plan (the "CIE") must be reviewed on an annual basis and modified as necessary in order to maintain a financially feasible five-year schedule of capital improvements; and

WHEREAS, the purpose of the CIE and schedule is to identify capital improvements needed to implement the Comprehensive Plan and ensure adopted Level of Service Standards are achieved and maintained for concurrency related facilities; and

WHEREAS, Table 10.3 of the CIE sets forth a "Five Year Schedule of Capital Improvements"; and

WHEREAS, Table 10.4 of the CIE sets forth a "Five Year Schedule of Capital Improvements Summary by Functional Category"; and

WHEREAS, the CIE has been updated to reflect changes made in the Evaluation and Appraisal Report approved by the City Commission, including updates made to Level of Service (LOS) standards, Long Range Transportation Planning and Peak Hour Two-Way Maximum Volume to meet the new target year from 2035 to 2040; and

WHEREAS, changes to the CIE were also made for consistency with the current Interlocal Agreement with the Broward County School Board and Chapter 163, Florida Statutes related to State, Regional, and County plans; and

WHEREAS, Section 163.3177(3)(b), Florida Statutes, provides that modifications to update the five-year capital improvement schedule may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan.

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance.

Section 2. The amended Capital Improvements Element of the City of Deerfield Beach's Comprehensive Plan, attached as Exhibit "A," is hereby adopted.

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. 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

EXHIBIT A



Deerfield Beach
Florida

COMPREHENSIVE PLAN

CAPITAL IMPROVEMENTS ELEMENT ANNUAL UPDATE FOR FY 2022-FY 2026

VOLUME 10.0



**CAPITAL IMPROVEMENTS ELEMENT
OF THE
DEERFIELD BEACH COMPREHENSIVE PLAN**

**Adopted December 7, 2021
Revised Capital Improvement Plan FY 22-FY 26**

Prepared by the
City of Deerfield Beach

In compliance with the Local Government Comprehensive Planning and
Land Development Regulation Act and Florida State Statute Chapter 163

CITY OF DEERFIELD BEACH

City Commission

Bill Ganz, Mayor
Ben Preston, Vice Mayor
Michael Hudak, District 1
Bernie Parness, District 3
Todd Drosky, District 4

Office of the City Manager

David Santucci, City Manager
Tom Good, Assistant City Manager

Office of the City Attorney

Anthony Soroka, City Attorney

Planning and Zoning Board

Thomas Plaut, Chairman
Brian Bennett, Vice Chairman
Bridgette Beckford
William Lane
Michelle Balaun
Alternates:
Kanthiah E. Chandran
David Kurlander

Planning and Development Services

Eric Power, Director
Stephen Graham, Assistant Director
Tina Jou, Principal Planner
Bonnie Jacobson, Senior Planner
Jenna Lane, Planner
Claudia Viviana Batista, Assistant Planner

Financial Services

Stephanie Tinsley, Chief Financial Officer

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10.0 CAPITAL IMPROVEMENTS ELEMENT

10.1 INTRODUCTION

The Florida legislature mandated that local governments plan for the availability of public facilities and services to support development concurrent with the impact of such development. Consequently, the Capital Improvements Element (CIE) and Schedule of Improvements has become the “cornerstone” of achieving this mandate. The purpose of the CIE is to: 1) identify the capital improvements that are needed to implement the Plan; 2) ensure that adopted Level of Service (LOS) Standards are achieved and maintained for concurrency related facilities (sanitary sewer, solid waste, drainage, potable water, parks and recreation, schools and transportation facilities, including mass transit; 3) estimate the costs of improvements for which local government has fiscal responsibility; 4) analyze the fiscal capability of the local government to finance and construct improvements; and 5) adopt financial policies to guide the funding and construction of improvements. The CIE must demonstrate the economic feasibility and fiscal responsibility of the comprehensive plan.

10.2 GOALS, OBJECTIVES AND POLICIES

Consistent with Florida Statute 163.3177 (3)(a), the purpose of the Capital Improvements Element (CIE) is to:

1. Consider the need for and the location of public facilities in order to encourage the efficient use of such facilities.
2. Outline principles for public facilities construction, extension, capacity increase, and deficiency correction over at least a 5-year period.
3. Estimate public facility costs, including the identification of when facilities will be needed, the general location of facilities, and projected funding sources.
4. Ensure the availability and adequacy of public facilities to meet established levels of service.
5. Establish a schedule of capital improvements which includes any publicly funded projects of federal, state, or local government, and which may include privately funded projects for which the local government has no fiscal responsibility.
6. Identify as funded or unfunded and prioritize, any projects required to achieve and maintain adopted level-of-service standards.
7. Identify transportation improvements included in the applicable metropolitan planning organization’s transportation improvement program to the extent that such improvements are relied upon to ensure concurrency and financial feasibility.
8. Coordinate the capital improvements schedule with the Broward Metropolitan Planning Organization’s Long-Range Transportation Plan.

Pursuant to Florida Statute, the CIE must be reviewed annually. Modifications that update the 5-year capital improvement schedule may be accomplished by ordinance and are not considered amendments to the comprehensive plan.

10.2.1 CAPITAL IMPROVEMENTS GOALS, OBJECTIVES AND POLICIES

GOAL CIE 1.0: The City will provide, in a timely and cost effective manner, whatever public facilities are necessary within its jurisdiction to meet the adopted level of service standards established by the comprehensive plan.

Objective CIE 1.1: Capital improvements will be provided as a means to meet existing deficiencies, to accommodate desired future growth, and to replace worn out or obsolete facilities, as indicated in the Five Year Schedule of Improvements.

Policy CIE 1.1.1: The City shall include all projects identified in the other elements of this plan and having a cost of at least \$25,000, as capital improvement projects within the Five Year Schedule of Improvements of this element.

Policy CIE 1.1.2: The City shall, as a matter of priority, schedule and fund all capital improvement projects in the Five Year Schedule of Improvements which are meant to correct existing deficiencies.

Policy CIE 1.1.3: The City Manager, in conjunction with the annual updating of the Five Year Capital Improvement Program and the Five Year Schedule of Improvements, shall evaluate proposed projects and make recommendations to the city commission based on the following criteria.

- a) the project will maintain appropriate level of service standards,
- b) the project preserves and protects, public health and safety, fulfills the city's legal commitment to provide facilities and services, or achieves full use of existing facilities.
- c) the project increases efficiency of use of existing facilities, prevents or reduces future improvement costs, or provides service to developed areas lacking full service.
- d) the project is financially feasible, in terms of both capital and operational costs, and represents a logical extension of existing facilities and services.
- e) the project is consistent with County plans and the plans of other agencies.

Policy CIE 1.1.4: The Capital Improvements Element shall be updated on an annual basis per the requirements of Section 163.3177(3)(b), F.S..

Policy CIE 1.1.5: Continue implementation of approved master plans as outlined within the Transportation, Recreation and Utility Elements.

Policy CIE 1.1.6: The City shall continue to provide for the availability of public facilities and services needed to support previously approved and new development concurrent with the impact of such development.

Objective CIE 1.2: Public expenditures that subsidize development in coastal high hazard areas (CHHA) will be limited to those improvements, if any, included in the Coastal Management Element.

Policy CIE 1.2.1: The City shall expend funds in high hazard coastal areas for the replacement and renewal of existing public facilities, but will not encourage the development of additional public facilities, unless those facilities will increase public safety and the ability to evacuate the coastal area when necessary.

Policy CIE 1.2.2: The City shall continue to provide or require provision of public recreational facilities and parking within the high hazard coastal areas.

Policy CIE 1.2.3: Appropriations for infrastructure shall be made only to maintain existing infrastructure within CHHA unless LOS standards are not being met.

Objective CIE 1.3: Future development will bear a proportionate cost of facility improvements necessitated by the development in order to maintain adopted level of service standards.

Policy CIE 1.3.1: The City will explore various impact fees which have proven successful in other jurisdictions and will consider their adoption if they appear to be reasonable and can be administered in a cost effective and equitable manner. Such impact fees will be used to assess new developments a pro rata share of the costs necessary to finance public facility improvements necessitated by said developments in order to adequately maintain adopted level of service standards.

Policy CIE 1.3.2: Bond funding alternatives will be evaluated for all projects to ensure that the future population shares in construction costs.

Objective CIE 1.4: The City will manage its fiscal resources to ensure the provision of needed capital improvements for previously issued development orders and for future development and redevelopment.

Policy CIE 1.4.1: Prior to the issuance of certificates of occupancy, the City shall provide for all public facilities needed to serve development for which development orders were previously issued.

Policy CIE 1.4.2: General obligation bonds, backed by the full faith and credit of the City, shall be issued only if all general obligation bonds outstanding at the time together with the amounts of bonds proposed to be issued does not exceed two percent (2%) of the assessed valuation of taxable property.

Policy CIE 1.4.3: The annual adoption of a Five - Year Capital Improvement Program shall be an integral part of the City's annual budgeting process.

Policy CIE 1.4.4: The City shall account for its water and sewer and solid waste operations through the use of enterprise funds.

Policy CIE 1.4.5: The water and sewer and solid waste operations shall be fully supported by their respective rate structures.

Policy CIE 1.4.6: The City shall attempt to keep its year-end general fund balance at a level equal ten percent (10%) (for unassigned fund balance) and five percent (5%) (for committed fund balance) of the total general fund expenditures and transfers for that year.

Policy CIE 1.4.7: Efforts shall be made to secure grants or private funds whenever available to finance the provision of capital improvements.

Policy CIE 1.4.8: The City shall use its fiscal policies to direct its capital expenditures toward improvements which recognize the policies established within the other elements of this comprehensive plan.

Objective CIE 1.5: Decisions regarding the issuance of development orders and permits will be based upon coordination of the development requirements included in this plan, the land development regulations, and the availability of necessary public facilities needed to support such development at the time needed. Such land use decisions will be coordinated with the Five Year Schedule of Capital Improvements which is designed to maintain the adopted level of service standards.

Policy CIE 1.5.1: The City shall use the following level of service standards in reviewing the impacts of new development and redevelopment upon public facilities:

- **Sanitary Sewer Wastewater Treatment:** The LOS standard for the City's service area shall be 126 gallons average annual daily flow per capita of permanent populations. Non-residential flows are included in this factor.

Wastewater treatment and disposal capacity for customers living in the city, but served by the Broward County wastewater system are set by the county per their Comprehensive Plan.

- **Solid Waste:** The LOS for collection (including municipal solid waste and recyclables) is 5.4 lbs/capita/day. The LOS for solid waste disposal is 7.0 lbs/person/day.

- **Stormwater Management:** The level of service standards for drainage will be consistent with the regulations of the South Florida Water Management District (SFWMD), Broward County Water Resources Management Division (WRMD), and the Florida Building Code. The City has no additional drainage standards and abides by those of the WRMD and SFWMD. The application of level of service standards are based on regulatory systems set up by the SFWMD, Broward County and the City of Deerfield Beach. Together they assure that development orders are not issued unless necessary drainage facilities will be in place. These regulations include:

- a) Drainage discharge quantity shall be determined from a three day 25 year design storm. Peak runoff shall not exceed 35 cubic feet per second per square mile.
- b) First floor elevations in high risk areas shall be set at or above the 100 year storm flood elevation per the most recent Flood Rate Insurance Map.
- c) Street elevations shall be set at or above the 10-year design storm flood elevation per the County's Flood Criteria Map.
- d) Water quality shall be considered preserved when ½ inch of stormwater runoff is retained on-site or as required.

- **Potable Water:** The LOS for the City's service area is 175 gallons per capita per day (gpcd) for average annual residential service.

Potable water needs for customers who are within the City limits but served by the Broward County system is set by the county according to the Broward County Comprehensive Plan. The County's Level of Service (LOS) standard is an average day flow demand. The potable water average day demand is multiplied by a factor for each particular water district to determine the maximum day demand available for supply that is being requested. An analysis of available potable water capacity is then included prior to commitments to serve permitted undeveloped projects, as well as current customer usage.

- **Recreation and Open Space:** The City shall provide a minimum LOS of three (3) acres of community and/or regional parks within the city limits for every 1,000 permanent residents, including those areas annexed from Broward County. Recreational LOS acreage shall comply with the requirements outlined in the Broward County Comprehensive Plan.

- **Transportation Concurrency:** LOS standards for roadways shall be as follows:

a.) City collector roadways: LOS D for peak hour travel.

b.) State and county arterial roadways: Shall comply with the County's transit oriented concurrency (TOC) standards for the Northeast District. Within the Northeast Concurrency District, the transportation LOS standard for the purpose of issuing development orders and permits are to achieve and maintain the following.

- Increase transit ridership 10%
- Provide 1.4 million fixed-route revenue service hours
- Construct bus shelters at 1/3 of stop locations
- Maintain average fleet age of 6 years or less
- Maximum vehicular traffic volume 75% above LOS standard
- Ensure adequate transit maintenance infrastructure to accommodate fleet demand
- Study and develop two additional intermodal transit centers
- Increase fixed-route fleet by up to 15 vehicles to support new and expanded service
- Procure up to 40 vehicles to support Community Bus operations."

The Northeast TCMA includes the following standards in addition to the Overall standards listed above.

- 30-minute peak hour headways on 70% of bus routes
- Maintain and enhance Northeast Transit Center

Table 10.1 Peak Hour Two-Way Maximum Service Volumes

	State and County Roadways
Two-lane arterials	2,800
Four-lane arterials	6,265
Six-lane arterials	9,433
Eight-lane arterials	12,618

The Maximum Service Volumes are calculated from "Generalized Peak Hour Two-Way Volumes for Florida's Urbanized Areas," published by the Florida Department of Transportation, as 75% above the volumes for Class IV State Two-Way Arterials, for Level of Service E, for the Eastern Core District; and as 75% above the volumes for Class II State Two-Way Arterials, for Level of Service D, for all other Districts.

[Note: Headway standards apply only to non-contract BCT routes].

c.) The transportation LOS standards for the purpose of long range transportation planning are per the policies of the Broward County Transportation Element as noted below:

For roadway facilities included in the Strategic Intermodal System (SIS) or the Florida Intrastate Highway System (FIHS), the Generalized Peak

Hour Two-way Level of Service Standard, established by the Florida Department of Transportation shall be per Table 10.2.

Table 10.2 Long Range Transportation Planning LOS

	Roadway Segment	LOS Target
<i>SIS Corridors</i>		
Florida Turnpike & Homestead Ext.	Miami-Dade County line to Palm Beach County line	D
Interstate 95	Miami-Dade County Line to Palm Beach County line	D
Sawgrass Expressway	Interstate 75 to east of I-95 ramps via S.W. 10 th Street	D
<i>SIS Connectors</i>		
Deerfield Beach Amtrak/Tri-Rail Station	I-95 to Deerfield Beach Tri Rail Hillsboro Blvd Entrance	D
Pompano Beach Amtrak/Tri-Rail Station	I-95 to Sample Rd. to 8 th Ave. Entrance	D

The LOS letter designations are defined in FDOT's 2020 Quality/LOS handbook unless an alternative (as refined through identification mobility strategies) standard is agreed to in writing by FDOT

State law requires FDOT to develop a five-year work program which list all transportation projects and planned expenditures over the next five years. As a component of that plan, SIS project funding shall be in accordance with the FDOT five-year work program. The SIS Cost Feasibility Plan will be the primary source of SIS projects that are selected for inclusion in the work program. The financial feasibility of SIS and FIHS roadway projects are subject to Federal guidelines for use of Federal funds and their eligibility.

Based on policies of the Broward County Transportation Element, the County shall adopt a five-year County Transit Program (CTP) that is projected to achieve the LOS standards for Transportation Concurrency as stated above. The County Commission shall ensure that the CTP is a financially feasible plan. The CTP shall be updated annually. Any change in the County's LOS standard will require an amendment to the County's Transportation Element. The City of Deerfield Beach will modify its Transportation and CIE in accordance with any County's transportation concurrency amendments.

- **School Concurrency:** Consistent with the adopted Third Amended and Restated Interlocal Agreement for Public School Facility Planning ("TRILA"), the uniform district-wide LOS is established for the following School Types for the purpose of establishing a uniform district-wide LOS for public schools of the same type:

1. School Type A is a bounded elementary, middle, or high school that has the equivalent of at least 10% of its permanent Florida Inventory of School Houses (FISH) capacity available onsite in relocatables. The LOS for School Type A shall be 100% gross capacity (including relocatables).
2. School Type B is a bounded elementary, middle, or high school that has less than the equivalent of 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type B shall be 110% permanent FISH capacity.

The LOS shall be achieved and maintained within the period covered by the five-year schedule of capital improvements.

Policy CIE 1.5.2: Proposed plan amendments and requests for new development or redevelopment shall be evaluated according to the following guidelines as to whether the proposed action would:

- a.) contribute to a condition of public hazard;
- b.) exacerbate any existing condition of public facility capacity deficits;
- c.) generate public facility demands that may be accommodated by capacity increases planned in the Five Year Schedule of Improvements;
- d.) conform with future land uses as shown on the future land use map;
- e.) if public facilities are developer-provided, accommodate public facility demands based on adopted level of service standards;
- f.) if public facilities are provided, in part or in whole, by the City, demonstrate financial feasibility, subject to this element, and
- g.) affect State agencies' and South Florida Water Management District's facilities plans.

Objective CIE 1.6: The City, in coordination with the County and School Board shall ensure that public school facilities are available for current and future students consistent with available resources per the adopted level of service (LOS).

Policy CIE 1.6.1: Consistent with policies and procedures within the adopted Interlocal Agreement (ILA), the District Educational Facilities Plan (DEFP) shall contain a five (5) year financially feasible schedule of capital improvements to address existing deficiencies and achieve and maintain the adopted LOS in all Concurrency Service Areas (CSA). This financially feasible schedule shall be updated on an annual basis and adopted into the CIE.

Policy CIE 1.6.2: The adopted LOS shall be applied consistently by the City, County, and the School Board, district-wide to all schools of the same type.

Policy CIE 1.6.3: The School Board's DEFP, including the five-year schedule of capital improvements, as adopted and amended by the School Board is hereby adopted by reference into the CIE.

10.4 BASELINE DATA

10.4.1 PUBLIC FACILITIES INVENTORY

The analyses performed in the other comprehensive plan elements have identified facility improvements needed to meet the demands of existing and future development. The impacts of new or improved public educational and public health care systems and facilities on the provision of infrastructure were examined within these analyses.

10.4.1.1 Consistency With Other Comprehensive Plan Elements

The Utilities Element lists the capital improvements necessary for sanitary sewer, solid waste, stormwater management, potable water, and natural groundwater aquifer recharge under the Capital Improvements, Labor, and Organizational Needs sections of the element.

The Transportation Element describes necessary improvements to streets, bikeways, pedestrian networks, and transit in the Implementation Strategies section. The listed Broward County Transportation Improvement Program (TIP) projects are funded federal, state and county projects that support regional transit and long range transportation concurrency per LOS transportation standards.

The Recreation and Open Space explains that while the City is meeting its level of service, there are capital improvements planned for the next planning horizon as part of the Park System Master Plan. These projects are listed in the Capital Improvements, Labor, and Organizational Needs section of the element.

The Future Land Use Element supports the facilities needs identified in the Utilities, Transportation, and Recreation and Open Space Elements. The other elements of the plan, Housing, Coastal Management, Conservation, and Intergovernmental Coordination do not specifically identify any capital improvement needs.

10.4.1.2 Five Year Schedule of Capital Improvements

The Plan has identified facility improvements which are needed to meet the demands of existing and future development. Table 10.3 identifies those capital improvements which are required to meet level of service standards as defined in Policy CIE 1.5.1 and those projects that support the GOP's of the Plan for fiscal years 22-26.

Table 10.3 Five Year Schedule of Capital Improvements FY 2022- FY2026

						Total
EXPENDITURES AND OTHER FINANCING USES	FY22	FY23	FY24	FY25	FY26	Budget
Infrastructure Projects						
License Plate Recognition (LPR)	\$ 32,000	\$ -	\$ -	\$ -	\$ -	\$ 32,000
QWAP Field Refurbishment	137,500	-	-	-	-	137,500
Constitution Park Main Playground	175,000	-	-	-	-	175,000
CP Electrical Installation	75,000	-	-	-	-	75,000
Truck Wash Facility	75,000	-	-	-	-	75,000
Old School House Renovation	116,000	-	-	-	-	116,000
Pier Gazebo Roof Replacement	90,000	-	-	-	-	90,000
Awning Replacement at Various Fire Stations	35,000	-	-	-	-	35,000
Mayo Howard Roof Replacement	71,000	-	-	-	-	71,000
Oveta Gym- AC Replacement	35,000	-	-	-	-	35,000
Fire Station #102 Interior & Exterior Painting	125,000	-	-	-	-	125,000
Fire Station #75 Generator	120,000	-	-	-	-	120,000
Fire Station No. 1 Fuel Tank Removal	40,000	60,000	-	-	-	100,000
Middle School Aquatics Parking Lot	100,000	500,000	-	-	-	600,000
Constitution Park Improvements	141,900	81,675	-	-	-	223,575
Villages of Hillsboro Park Improvements	89,595	190,850	148,500	-	-	428,945
Pioneer Park Dock, Rail and Piling Replacement	370,250	76,000	233,000	-	-	679,250
Public Safety Master Plan	600,000	4,600,000	2,350,000	2,350,000		9,900,000
Beach Nourishment Project-Initial	500,000	3,000,000				3,500,000
Lifeguard Towers	423,500	435,600	447,700	462,220	476,740	2,245,760
City Phone System Replacement	324,868	45,000	45,000	45,000	45,000	504,868
Mayo Howard Park Improvements	154,000	310,200	-	-	-	464,200
Crystal Heights Central Playground	-	192,500	-	-	-	192,500
Meter Wraps	-	14,520	-	-	-	14,520
SW10th and Dixie Highway Railroad Grade Crossing Maintenance	-	160,000	200,000	200,000	200,000	760,000
Oveta McKeithen Recreational Complex Pavilions	-	103,400	-	-	-	103,400
Middle School Athletic Complex Scoreboard Replacements	-	52,800	77,000	77,000	-	206,800
Parking Lot Resurfacing	-	100,000	100,000	100,000	100,000	400,000
Crystal Heights North	-	-	159,500	-	-	159,500
Quiet Waters Athletic Park Restroom Building	-	-	682,000	-	-	682,000
19th Ave Park Playground	-	-	143,000	-	-	143,000
Riverview Playground	-	-	55,000	82,500	412,500	550,000
Tedder Community Park	-	-	-	27,500	192,500	220,000
Pineview Fencing	-	-	-	-	82,500	82,500
Hillsboro Community Center Parking Lot Expansion	-	-	-	-	484,055	484,055
Prior Years' approved CIP projects	6,551,450	-	-	-	-	6,551,450
Total Infrastructure Projects	\$ 10,382,063	\$ 9,922,545	\$ 4,640,700	\$ 3,344,220	\$ 1,993,295	\$ 30,282,823

City of Deerfield Beach						
General Obligation/Revenue Bonds						
Capital Expenditures by Category						
	FY22	FY23	FY24	FY25	FY26	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
General Obligation/Revenue Bonds	\$ 21,251,203	\$ 918,263	\$ 3,134,787	\$ -	\$ -	\$ 25,304,253
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 21,251,203	\$ 918,263	\$ 3,134,787	\$ -	\$ -	\$ 25,304,253
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
Tigner Center	\$ 9,116,548	\$ -	\$ -	\$ -	\$ -	\$ 9,116,548
Center for Active Aging	11,117,334	-	-	-	-	11,117,334
City Hall Renovations	49,300	918,263	3,134,787	-	-	4,102,350
City Street Carryover	968,021	-	-	-	-	968,021
TOTAL INFRASTRUCTURE PROJECTS	\$ 21,251,203	\$ 918,263	\$ 3,134,787	\$ -	\$ -	\$ 25,304,253
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 21,251,203	\$ 918,263	\$ 3,134,787	\$ -	\$ -	\$ 25,304,253

City of Deerfield Beach						
General Obligation/Bond Focal						
Capital Expenditures by Category						
	FY22	FY23	FY24	FY25	FY26	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
General Obligation/Revenue Bonds	\$ 225,574	\$ -	\$ -	\$ -	\$ -	\$ 225,574
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 225,574	\$ -	\$ -	\$ -	\$ -	\$ 225,574
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
Center for Active Aging C/F	\$ 225,574	\$ -	\$ -	\$ -	\$ -	\$ 225,574
TOTAL INFRASTRUCTURE PROJECTS	\$ 225,574	\$ -	\$ -	\$ -	\$ -	\$ 225,574
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 225,574	\$ -	\$ -	\$ -	\$ -	\$ 225,574

City of Deerfield Beach						
Water/Sewer Renewal & Replacement Fund						
Capital Expenditures by Category						
	FY22	FY23	FY24	FY25	FY26	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Utility Charges for Services (Interfund Transfers)	\$ 4,014,755	\$2,605,000	\$3,655,000	\$3,215,000	\$ 715,000	\$ 14,204,755
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 4,014,755	\$2,605,000	\$3,655,000	\$3,215,000	\$ 715,000	\$ 14,204,755
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
Plant Security Improvements	\$ 325,000	\$ -	\$ -	\$ -	\$ -	\$ 325,000
Bulk Storage Tank & Chemical Piping Replacement	1,000,000	-	-	-	-	1,000,000
Raw Water Feed- Well Rehabilitation & Upgrade	300,000	200,000	-	-	-	500,000
HSP 12/13 Valve Replacement	100,000	-	-	-	-	100,000
Filter Level and Valve Controls	60,000	-	-	-	-	60,000
Lime Slaker	200,000	-	-	-	-	200,000
Fiber Optic Upgrade	165,000	-	-	-	-	165,000
Gravity Sewer Lateral Lining Program	75,000	75,000	75,000	75,000	75,000	375,000
Gravity Sewer Lining & Repair	200,000	200,000	200,000	200,000	200,000	1,000,000
Water Main Pipe repair & replacement	220,000	220,000	440,000	440,000	440,000	1,760,000
RO-Element Replacement & Train Refurbishment	70,000	700,000	-	-	-	770,000
Nano Filtration- Degasified Media Replacement	-	30,000	440,000	-	-	470,000
Nano Filtration- Element Replacement & Train Refurbishment	-	60,000	2,500,000	2,500,000	-	5,060,000
Transfer Switch Analog to Digital	-	800,000	-	-	-	800,000
Generator Day Tanks	-	200,000	-	-	-	200,000
Valve Actuator Replacement	-	120,000	-	-	-	120,000
Carryover	1,299,755	-	-	-	-	1,299,755
TOTAL INFRASTRUCTURE PROJECTS	\$ 4,014,755	\$2,605,000	\$3,655,000	\$3,215,000	\$ 715,000	\$ 14,204,755
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 4,014,755	\$2,605,000	\$3,655,000	\$3,215,000	\$ 715,000	\$ 14,204,755

City of Deerfield Beach Stormwater Fund Capital Expenditures by Category						
	FY22	FY23	FY24	FY25	FY26	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Stormwater Fees	\$ 1,116,300	\$ 1,250,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 3,566,300
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 1,116,300	\$ 1,250,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 3,566,300
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
Citywide Stormwater Improvements	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 2,000,000
City Hall Drainage Public Streets	531,300	-	-	-	-	531,300
Crystal Lake Drainage and Paving	85,000	850,000	-	-	-	935,000
TOTAL INFRASTRUCTURE PROJECTS	\$ 1,016,300	\$ 1,250,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 3,466,300
<u>Equipment/Fleet</u>						
Backhoe Loader/ Combination	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000
TOTAL EQUIPMENT/FLEET	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 1,116,300	\$ 1,250,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 3,566,300

City of Deerfield Beach Solid Waste Fund Capital Expenditures by Category						
	FY22	FY23	FY24	FY25	FY26	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
User Charges & Lease/Purchase Proceeds	\$ 1,028,100	\$ 808,650	\$ 844,070	\$ 894,709	\$ 948,395	\$ 4,523,924
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 1,028,100	\$ 808,650	\$ 844,070	\$ 894,709	\$ 948,395	\$ 4,523,924
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
Fleet Garage Gas Detection System	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000
TOTAL INFRASTRUCTURE PROJECTS	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000
<u>Equipment/Fleet</u>						
Auto Side Load	\$ 378,680	\$ 401,400	\$ 425,485	\$ 451,014	\$ 478,075	\$ 2,134,654
Front Loader	345,650	366,400	388,375	411,675	436,375	1,948,475
Pickup Truck	53,770	40,850	30,210	32,020	33,945	190,795
TOTAL EQUIPMENT/FLEET	\$ 778,100	\$ 808,650	\$ 844,070	\$ 894,709	\$ 948,395	\$ 4,273,924
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 1,028,100	\$ 808,650	\$ 844,070	\$ 894,709	\$ 948,395	\$ 4,523,924

City of Deerfield Beach						
Road & Bridge Fund						
Capital Expenditures by Category						
	FY22	FY23	FY24	FY25	FY26	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Local Option Gas Tax	\$ 355,693	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,155,693
Other Grant Funds	-	-	-	-	-	-
Surtax Program	3,033,107	400,000	400,000	400,000	2,137,000	6,370,107
TOTAL REVENUES & OTHER FINANCING SOURCE	\$3,388,800	\$ 600,000	\$ 600,000	\$ 600,000	\$2,337,000	\$ 7,525,800
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
Tactical Urbanism (NE 3 Ave)	\$ 160,000	\$ -	\$ -	\$ -	\$ -	\$ 160,000
Parking Lot Resurfacing	100,000	-	-	-	-	100,000
City Bridge Rehabilitation	791,300	400,000	400,000	400,000	400,000	2,391,300
FEC Fence (10th to Sample)	200,000	200,000	200,000	200,000	200,000	1,000,000
FAU Research Park Blvd	480,000	-	-	-	-	480,000
Citywide Pedestrian Lighting	800,000	-	-	-	-	800,000
Streetscape Improvements	250,000	-	-	-	-	250,000
Truck Wash Facility	75,000	-	-	-	-	75,000
Pioneer Grove Corridor	300,000	-	-	-	1,737,000	2,037,000
TOTAL INFRASTRUCTURE PROJECTS	\$3,156,300	\$ 600,000	\$ 600,000	\$ 600,000	\$2,337,000	\$ 7,293,300

City of Deerfield Beach						
Utility Fund						
Capital Expenditures by Category						
	FY22	FY23	FY24	FY25	FY26	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Utility Charges for Services (Interfund Transfers)	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
General Building Facility Improvements	100,000	100,000	100,000	100,000	100,000	500,000
TOTAL INFRASTRUCTURE PROJECTS	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000

City of Deerfield Beach Community Redevelopment Agency Capital Expenditures by Category						
	FY22	FY23	FY24	FY25	FY26	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Incremental Tax Revenues	\$7,003,652	\$ 628,158	\$ -	\$ -	\$ -	\$ 7,631,810
Total Revenues & Other Financing Sources	\$7,003,652	\$ 628,158	\$ -	\$ -	\$ -	\$ 7,631,810
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
Sullivan Park Facility	\$2,871,842	\$ 628,158	\$ -	\$ -	\$ -	\$ 3,500,000
S-Curve Utilities and Undergrounding	1,810,000	-	-	-	-	1,810,000
Island Mobility and Utility Undergrounding	1,007,000	-	-	-	-	1,007,000
Ocean Way Bollard	960,000	-	-	-	-	960,000
Main Beach Parking Lot	302,060	-	-	-	-	302,060
International Fishing Pier	52,750	-	-	-	-	52,750
Total Infrastructure Projects	7,003,652	628,158	-	-	-	7,631,810
Total Expenditures & Other Financing Uses	\$7,003,652	\$ 628,158	\$ -	\$ -	\$ -	\$ 7,631,810

City of Deerfield Beach Community Development Block Grant Fund Capital Expenditures by Category						
	FY22	FY23	FY24	FY25	FY26	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Block Grant Revenues	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Total Revenues & Other Financing Sources	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
Oveta McKeithen Recreational Complex Playground	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Total Infrastructure Projects	150,000	-	-	-	-	150,000
Total Expenditures & Other Financing Uses	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000

LEVEL OF PRIORITY CODES:

- 1.) Safety: Project is needed to reduce or eliminate an unsafe condition or provide additional safety.
- 2.) Leverage Funds: Project is partially funded by others (grant match, partnering entity, etc.)
- 3.) Level of Service: Project is needed to maintain an adopted LOS or address a deficiency.
- 4.) Enhancement Project: None of the above apply.

FUNDING SOURCE CODES:

- | | |
|---|---|
| 1. - General Fund | 2. – Road and Bridge Fund |
| 3. – Solid Waste Fund | 4. – Utility Operating Fund |
| 5. – Stormwater Fund | 6. – W/S Renewal & Replacement Fund |
| 7. – Grant Funds | 8. – State Revolving Loan Fund |
| 9. – Fl. Muni. Loan Council Rev. Bonds | 10 – CDBG Fund |
| 11. – Transportation Improvement Program | 12. – Cemetery Fund |
| | 13. – Parks & Recreation Impact Fees |

10.4.1.3 Public Education and Public Health Systems Facilities

The geographic locations of all public schools and hospitals within the City’s jurisdiction are depicted on Map 10.1. Since the City is considered “built-out”, the Broward County School Board has not proposed any new school facility within the City. The North Broward Hospital District includes the entire City as the regional public health facility. No new hospitals are expected to be built in the City. Both public schools and hospitals operate under their own taxing district and thus fund their own infrastructure needs. The City does not fund or operate any public school or hospital. The existing infrastructure to support schools and the hospital meet level of service standards. Impact fees for future expansion of these public facilities may be waived by the County.

DEERFIELD BEACH PUBLIC SCHOOLS AND HOSPITAL

MAP 10.1
PUBLIC SCHOOLS AND HOSPITAL

LEGEND

- HOSPITAL**: Blue square icon
- PUBLIC SCHOOLS**:
 - Elementary: Red triangle icon
 - Middle: Green triangle icon
 - High: Blue triangle icon
 - Center: Yellow triangle icon
- CORPORATE LIMITS**: Dashed red line

Map Labels: DEERFIELD BEACH, DEERFIELD PARK, DEERFIELD BEACH RIDGE, QUIET WATERS, TEDDER, BRIGHT HORIZONS, NORTH-BROWARD MEDICAL CENTER, FEDERAL HWY, STATE HWY, WILSON BLVD, WILSON RD, WILSON AVE, WILSON ST, WILSON DR, WILSON LN, WILSON CT, WILSON BLVD, WILSON RD, WILSON AVE, WILSON ST, WILSON DR, WILSON LN, WILSON CT.

Scale: 0 to 3,000 feet

North Arrow: Points North

Map Notes: This map is for informational purposes only. It is not intended to be used for legal or financial purposes. The map is based on the best available information and is subject to change without notice. The map is not a warranty of any kind.

Map10.1 Public Schools and Hospital

10.4.2 REVENUE RESOURCES AND FUNDING MECHANISMS

The City's five-year Capital Improvement Plan (CIP) is developed separately from the operating budget and is presented to the City Commission for approval on an annual basis. The Capital Projects Funds, which account for general capital improvements are financed from various governmental fund sources and are not accounted for in the operating budget. However, debt service on capital projects is included in the operating budget, (including debt service on new borrowings for capital projects based on the maximum amount authorized). Each year during the budgetary process the City Commission identifies priorities for the upcoming year, and approves funding based upon available levels of resources.

The City presently derives funds for capital improvements from the following primary sources: the general fund, road and bridge fund, general obligation bonds, water and sewer enterprise fund, solid waste enterprise fund and other sources of funding. These sources are described in greater detail below:

General Fund - \$33,588,156

The General fund represents 34% of the overall CIP funding over the next five years. A total of 52 General Fund projects and replacements have been identified. New infrastructure projects totaling \$3,830,613 and \$523,895 in Equipment/Fleet replacements have been scheduled in FY2022. Parks and park improvements represent 43% of the costs estimated for total General Fund FY22 CIP. Public Safety represents 21% which includes funding for a Public Safety master plan to address the long-term improvement of our first responders' facilities.

Road & Bridge Fund - \$7,525,800

The Road & Bridge Fund represents 8% of the FY22-26 CIP. Major projects include the rehabilitation of City bridges, and improvements to FAU Research Park Blvd., the Pioneer Grove Corridor, and pedestrian lighting. The majority of the projects in the Road & Bridge Fund are reimbursable through the County's Surtax program or other grant funding sources.

Solid Waste Fund - \$4,523,924

The City of Deerfield Beach prides itself on providing quality, low costs solid waste and disposal services. Solid Waste improvements represent 5% of the FY22-26 CIP for regularly scheduled fleet replacements, which are funded by user fees from the Solid Waste Fund as well as lease purchase proceeds. Regular replacement of Solid Waste's fleet will invariably reduce the City's on-going maintenance costs for vehicles reaching their estimated useful life.

Utility Fund - \$500,000

The Utility Fund represents <1% of the FY22-FY26 CIP. The funding here is for ongoing rehabilitation of the City's water plant and laboratory facilities.

Stormwater Fund - \$3,566,300

The Stormwater Fund represents 4% of the FY22-FY26 CIP. Major projects include Citywide Stormwater improvements, renovation costs for the Environmental Services Building, and scheduled fleet replacements.

Water/Sewer Renewal & Replacement Fund - \$14,204,755

The Water/Sewer Renewal & Replacement Fund represents 15% of the FY22-FY26 CIP. Major projects include the Bulk Storage Tank & Chemical Piping Replacement, process improvements to the West Water Plants, and the ongoing gravity sewer lining and water main rehabilitation projects.

Community Development Block Grant Fund - \$150,000

The Community Development Block Grant Fund represents less than <1% of the FY22-26 CIP and replaces the playground at the Oveta McKeithen Complex that was originally installed in 1998.

General Obligation/Revenue Bonds - \$25,529,827

The General Obligation/Revenue Bond projects represent 26% of the FY22-26 CIP. The project's cost included here are planned expenditures for ongoing projects which includes the renovation of the existing City Hall, the renovation of the Center for Active Aging, and improvements to the Tigner Center.

Community Redevelopment Agency - \$7,631,810

The Community Redevelopment Agency (CRA) represents 8% of the FY22-26 CIP. Major projects cost includes previously approved park and parking lot improvements, and the S-Curve lighting project. New projects added for fiscal 2022 are for installation of pedestrian's bollards along Ocean Way and aesthetic improvements to the fishing pier.

10.4.2.1 Major Sources of Revenue

Property Taxes

The five-year outlook for property tax appears optimistic. The rise in real estate assessments has enabled the city to lower the millage rate for the upcoming budget year (FY2022) while still projecting an increase in ad valorem taxes. However, it has been particularly challenging to develop a forward-thinking CIP amidst an uncertain economy and threats of inflation on the horizon. The potential for cost increase in goods and service were some of the economic factors that impacted the selection and priority of projects. For FY2022, the Capital Projects Fund is created to allow for more transparency in how projects of the General and other Special Revenue Fund types are being funded. The capital projects in this year's budget will be financed through transfers from utilization of excess resources in fund balance, loans, and grants.

Public Service Tax

The municipal public service tax is locally imposed and administered by municipalities and charter counties under Chapter 166, Florida Statutes. This tax is levied on six utility services: natural gas, liquefied petroleum, manufactured gas, electric, water, and fuel oil/kerosene. Pursuant to State law, the City Commission authorized this tax for the fiscal year beginning October 1, 2011. FY22 estimates were influenced by the pandemic shutdown. Projections expect some level of recovery.

Franchise Fees

Franchise fees are charges to service providers which operate within the City. The charge is based upon a percentage of gross receipts, a flat fee or a combination of both. Revenue estimates are based on rate increase information received from the companies, anticipated growth and historical trends.

Building Permits

Building permits are fees collected in the Building Fund for building additions, new construction and alterations. Building permit fees are further categorized by specific type of fee which include: building/structural, electrical, plumbing and mechanical.

State Shared Revenues

The amounts distributed are determined by the State and are based upon receipts, population and municipal assessed value per capita. The half-cent sales tax makes up the greatest portion of this source of revenue. State shared revenues are monies collected by the State of Florida as shown in table 10.2 below:

Source of Revenue	Budgeted Revenue		Dollar Change	Percentage Change
	FY21	FY22		
Mobile home licenses	\$ 8,500	\$ 10,000	\$ 1,500	18%
Alcoholic beverage licenses	30,000	45,000	15,000	50%
Half-cent sales tax	4,672,088	5,550,000	877,912	19%
Motor fuel tax rebate	29,610	30,000	390	1%
Public service taxes	8,102,223	8,364,000	261,777	3%
Local option gas tax	1,234,205	1,327,400	93,195	8%
State revenue sharing	2,224,537	2,267,971	43,434	2%
Total	\$ 16,301,163	\$ 17,594,371	\$ 1,293,208	8%

10.5 ANALYSIS

10.5.1 LOCAL PRACTICES GUIDING TIMING AND LOCATION OF PUBLIC FACILITIES

The City prepares and adopts annual operating budgets for its departments. Capital improvement needs, as well as related funding are identified during this process. Each department is responsible for determining their specific capital needs in accordance with the City's five-year capital improvement program. Projects that involve multi-jurisdictional facilities, such as the

State of Florida or Broward County are coordinated in collaboration with the relevant agency. The City's five-year capital improvement program is supported by a projection of revenues to ensure its feasibility. There are several important factors that play a key role in the determination of the need for capital improvements. These include the need for specific capital enhancements due to demand resulting from growth, the coordination of projects with other governmental agencies to achieve economies of scale, the need for capital improvements due to facility deterioration and the need to continue an acceptable level of service. For these reasons the annual operating budget and the CIP are created each year as companion documents for the review by the City Commission, based upon the following funding policies:

- the City will develop and update a five-year CIP on an annual basis;
- the mission of the organization is to enhance the quality of life within our community through a proactive and effective government;
- continued maintenance and repair of city facilities;
- maximization of city resources, availability of funds and reflection of sound fiscal policies including infrastructure investments;
- capital improvements to include items/projects that have a life expectancy of over one year and a cost in excess of \$25,000, and;
- capital improvements to be ranked in order of priority by city staff based upon the proposed guidelines contained in Policy CIE 1.1.3 of this Element.

10.5.2 FISCAL IMPLICATION OF DEFICIENCIES IN SUPPORT OF THE FUTURE LAND USE ELEMENT

Per the 2020 EAR analysis, the City meets and will continue to meet LOS standards throughout the 2040 planning period. An analysis of the City's ability to meet the 2040 LOS requirement for recreation indicates that current park acreage exceeds the 2040 requirement. The recreation projects listed in the five-year schedule for capital improvement projects are included to meet the goals, objectives and policies of the recreation element, rather than meeting LOS standards. The funding for large recreation projects is generally listed in the fourth and fifth year of the capital improvement schedule. Water Supply projects generally have committed funding and are listed in the first three years of the five-year schedule of capital improvements

Table 10.5 summarizes the capital improvement expenditures by their functional category.

10.5.3 COSTS OF NEEDED CAPITAL IMPROVEMENTS AND BASIS OF COST ESTIMATES

The City of Deerfield Beach's CIP process begins with city departments submitting their five-year capital project needs and annual operating budget requests to the Planning & Development Services Department. Department directors use a capital improvement project request form to help guide them through the process. Key components of the request form include a category of capital expenditures and the relationship to the City's goals and objectives. The Planning & Development Services Department, in conjunction with the Finance Director, then reviews the project requests and produces a 5-year capital improvement plan for review and consideration by the City Commission.

**Table 10.4 Five-Year Schedule of Capital Improvements
Summary by Functional Category FY 2022-2026**

FUNDING SOURCE CODES	TOTAL	
1 - General Fund		\$33,588,156
2 - Road and Bridge Fund		\$ 7,525,800
3 - Solid Waste Fund		\$ 4,523,924
4 - Utility Operating Fund		\$500,000
5 - Stormwater Fund		\$ 3,566,300
6 - W/S Renewal & Replacement Fund		\$14,204,755
7 - Grant Funds		-
8 - General Obligation/Revenue Bonds		\$25,529,827
9 - FL Municipal Loan Council Revenue Bonds		-
10 - Community Development Block Grant Fund		\$ 150,000
TOTAL		\$89,588,762
FUNDING BY YEAR	ESTIMATED COST	
Fiscal Year 2022		\$42,180,690
Fiscal Year 2023		\$16,928,978
Fiscal Year 2024		\$14,076,697
Fiscal Year 2025		\$ 9,270,211
Fiscal Year 2026		\$ 7,132,186
TOTAL		\$89,588,762

10.5.4 IMPACT OF PUBLIC EDUCATIONAL AND HEALTH CARE SYSTEMS ON INFRASTRUCTURE

Based upon the Broward County School Board (BCSB) District Educational Facilities Plan. No new elementary, middle, or high schools are proposed within the City. It has been determined that existing schools are adequately served by current roadways, sanitary sewer, solid waste, drainage, potable water and recreation facilities.

10.5.5 SUPPORT OF THE FUTURE LAND USE ELEMENT AND PLAN

The platting and concurrency process established by Broward County and discussed in the Plan ensures that future capital facilities are in place when needed by a new development or a significant redevelopment. Any major increase in density or intensity of use in the City would require a land use amendment which would be reviewed by the County's Planning Council.

Due to the nearly built-out nature of the City, the issue of timing and location of capital improvements to public facilities is insignificant. As of 2021, there were only 208.7 acres of vacant land, or .02% percent of total land remaining in the City. The City has been able to

provide a more accurate measure of vacant land due to work with the Broward County Property Appraiser's Office.

The most likely land use scenario in the future is to see redevelopment of underutilized residential parcels at higher densities, redevelopment of blighted commercial areas into new residential, commercial or mixed use projects, and development of vacant land at the highest density and intensity permitted or as mixed use. This combination of land uses will accommodate the projected population growth and land use needs. The resulting concern for public facilities and services is the ability to accommodate increased densities. This is analyzed in detail in the Utilities Element. The requirements and goals of the South Florida Water Management District have also been taken into consideration within the Utilities Element. The effect of increased density on transportation and transit has been addressed in the Transportation Element.

The five-year schedule of capital improvement is sufficient in its timing and location to support efficient land development and support the goals, objectives and policies of the Future Land Use Element.

10.6 MONITORING AND EVALUATION

The monitoring and evaluation of the progress of the composite comprehensive plan will be coordinated by the City's Planning & Development Services Department.

The Capital Improvements Element will be revised on an annual basis in response to change in the Capital Improvement Program and City Budget. The Planning and Development Services Department will work very closely with the Management and Budget Department to ensure that the comprehensive plan remains financially feasible and adopted by December 1 of each year per Section 163.3177 (3) (b) F.S. This review will include the following considerations:

- The Capital Improvement Element's consistency with the other elements, the state plan, the regional plan, the county plan and its support of the Future Land Use Element.
- The appropriateness of the priority assigned to the various capital improvement projects.
- The progress made in meeting those needs which have been deemed to be existing deficiencies.
- The city's effectiveness in maintaining the adopted level of service (LOS) standards.
- A revision of the Five-Year Schedule of Capital Improvements in concert with the city's future capital improvement needs.

PUBLIC HEARING NOTICE 2022-012
CITY OF DEERFIELD BEACH, FLORIDA
NOTICE OF PROPOSED COMPREHENSIVE PLAN
AMENDMENT

PUBLIC NOTICE IS HEREBY GIVEN that the City of Deerfield Beach City Commission will hold the first of two Public Hearings pursuant to Section 163, Florida Statutes on **Tuesday, November 16, 2021 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441 and/or utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting) to consider the proposed amendment to the Comprehensive Plan of the City of Deerfield Beach. The proposed amendment is as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT ("CIE") OF THE CITY'S ADOPTED COMPREHENSIVE PLAN BY REVISING AND UPDATING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS IN ACCORDANCE WITH SECTION 163.3177, FLORIDA STATUTES, AS MORE SPECIFICALLY SET FORTH IN EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

You may either be present in person at this Public Hearing, represented by counsel or letter. All interested persons take due notice of the time and place of this Public Hearing and govern yourselves accordingly.

Information on the proposed amendments is available for public inspection in the Planning & Development Services Department, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441.

Any person who decides to appeal any decision of the **CITY COMMISSION** with respect to any matter considered at this meeting will 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.

All correspondence to the **CITY COMMISSION** relative to this matter should be mailed to 150 N. E. 2nd Avenue, Deerfield Beach, FL 33441.

CITY OF DEERFIELD BEACH, FLORIDA

BY: Samantha Gillyard, CMC, City Clerk

Publish: Sun Sentinel - Friday, November 5, 2021
2 column wide by 10 inches long – title in 18 point



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-1024

Agenda Date: 11/16/2021

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2022-016: ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; APPROVING DEPARTMENTAL BUDGET TRANSFERS IN THE AMOUNT OF \$1,543,000 WITHIN THE GENERAL FUND; APPROVING SUPPLEMENTAL APPROPRIATIONS IN THE AMOUNT OF \$63,885 FOR THE NUISANCE ABATEMENT FUND, AND APPROPRIATING THE LOAN PROCEEDS FROM FUND BALANCE OF THE ENERGY PERFORMANCE PROJECT FUND IN THE AMOUNT OF \$1,829,000; APPROVING SUPPLEMENTAL BUDGET APPROPRIATIONS TO THE CRIME PREVENTION FUND FOR THE \$7,350 PRIVATE CONTRIBUTION RECEIVED BY THE CITY; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on the Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In accordance with Section 166.241(5)(c), Florida Statutes, the governing body of each municipality at any time within a fiscal year, or within 60 days thereafter, may amend the budget for that fiscal year. If the budget amendment is for a purpose not specifically authorized in Section 166.241(7)(a) or (7)(b), Florida Statutes, the amendment shall be adopted in the same manner as the original budget.

Article 5 of the City Charter provides that if there are revenues in excess of those estimated in the budget, the Commission by ordinance may make supplemental appropriations for the year up to the amount of such excess.

Current Activity

Departmental Budget Transfers for the General Fund

Budget transfers between departments are being proposed to cover expenditure results as follows:

Financial Services department - due to additional audit and financial reporting services. Some savings from the utilities budgeted in Central Services can cover the overage.

Law Enforcement department - overage due to less than expected vacancy credits. Savings from the Parks & Recreation department can cover due to unexpected extended position vacancies and the continued reduction in programming events due to the pandemic environment.

Debt Service department – actual expenditures classified correctly to be covered by Non-departmental excess budget appropriation.

Nuisance Abatement Assessment Fund – actual expenditures to be covered by current revenues received supplemented by a portion of the available fund balance for that Fund.

Energy Performance Project Fund – expenditures that occurred during the fiscal year to be covered by the loan proceeds available for the energy performance project.

Crime Prevention Fund – appropriation and recognition of the private contribution to fund crime prevention related programs.

Recommendation

Staff recommends approval of the ordinance and setting the public hearing for November 16, 2021.

ORDINANCE NO. 2021/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; APPROVING DEPARTMENTAL BUDGET TRANSFERS IN THE AMOUNT OF \$1,543,000 WITHIN THE GENERAL FUND; APPROVING SUPPLEMENTAL APPROPRIATIONS IN THE AMOUNT OF \$63,885 FOR THE NUISANCE ABATEMENT FUND, AND APPROPRIATING THE LOAN PROCEEDS FROM FUND BALANCE OF THE ENERGY PERFORMANCE PROJECT FUND IN THE AMOUNT OF \$1,829,000; APPROVING SUPPLEMENTAL BUDGET APPROPRIATIONS TO THE CRIME PREVENTION FUND FOR THE \$7,350 PRIVATE CONTRIBUTION RECEIVED BY THE CITY; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, pursuant to Section 166.241(5), Florida Statutes, "the governing body of each municipality at any time within the fiscal year or within 60 days following the end of the fiscal year may amend a budget for that year"; and

WHEREAS, the City Manager has certified that there are revenues or unappropriated fund balance available for appropriation in excess of those originally estimated in the budget for the fiscal year ending September 30, 2021; and

WHEREAS, pursuant to Section 5.05(1) of the City Charter, the City Commission may, by Ordinance, make supplemental appropriations for the fiscal year, up to the amount of such excess revenues and unappropriated fund balance; and

WHEREAS, the proposed budget amendment, attached and incorporated herein as Exhibit "A", authorizes Fiscal Year 2021 budget transfers and supplemental appropriations as follows: (i) budget transfers between Departments within the General Fund in the total amount of \$1,543,000, (ii) supplemental appropriations in the amount of \$63,885 for the Nuisance Abatement Fund, (iii) appropriating the loan proceeds from the Fund Balance of the Energy Performance Project Fund in the amount of \$1,829,000, and (iv) a supplemental appropriation to the Crime Prevention Fund to recognize the \$7,350 private contribution to the Crime Prevention Fund received by the City (collectively, the "Amendments"); and

WHEREAS, City staff recommends approving the Amendments to the City's budget for the fiscal year ending September 30, 2021, as set forth in the attached Exhibit "A", (the "Budget Amendment").

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

Section 1. That the above "WHEREAS" clauses are true and correct and are made a part hereof.

Section 2. That the Budget Amendment, as set forth in the attached Exhibit “A”, is hereby approved.

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

Section 4. All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. Should any section or provision of this ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 6. This Ordinance shall take effect immediately upon its passage and adoption on Second Reading.

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

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

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

**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, November 16, 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. 2022-016: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; APPROVING DEPARTMENTAL BUDGET TRANSFERS IN THE AMOUNT OF \$1,543,000 WITHIN THE GENERAL FUND; APPROVING SUPPLEMENTAL APPROPRIATIONS IN THE AMOUNT OF \$63,885 FOR THE NUISANCE ABATEMENT FUND, AND APPROPRIATING THE LOAN PROCEEDS FROM FUND BALANCE OF THE ENERGY PERFORMANCE PROJECT FUND IN THE AMOUNT OF \$1,829,000; APPROVING SUPPLEMENTAL BUDGET APPROPRIATIONS TO THE CRIME PREVENTION FUND FOR THE \$7,350 PRIVATE CONTRIBUTION RECEIVED BY THE CITY; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

(Exhibit A)

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, November 12, 2021

"EXHIBIT A"
CITY OF DEERFIELD BEACH, FLORIDA
BUDGET AMENDMENT
FISCAL YEAR ENDING SEPTEMBER 30, 2021

GENERAL FUND	APPROVED BUDGET	BUDGET AMENDMENT	AMENDED BUDGET
TOTAL REVENUES, TRANSFERS & BALANCES	115,830,825	-	115,830,825
EXPENDITURES:			
City Commission	401,744	-	401,744
City Manager	777,447	-	777,447
City Clerk	676,774	-	676,774
City Attorney	623,472	-	623,472
Central Services	7,381,319	(30,000)	7,351,319
Financial Services	2,541,921	30,000	2,571,921
Human Resources	723,733	-	723,733
Planning & Development Services	2,351,141	-	2,351,141
Information Technology Services	2,074,681	-	2,074,681
Economic Development	342,081	-	342,081
Internal Logistics Management	183,889	-	183,889
Legislative & Community Affairs	465,503	-	465,503
Public Affairs & Marketing	492,930	-	492,930
Law Enforcement	28,041,340	620,000	28,661,340
Fire/Rescue	37,421,439	-	37,421,439
Ocean Rescue	2,035,476	-	2,035,476
Sustainable Management	1,054,684	-	1,054,684
Environmental Services	2,716,698	-	2,716,698
Parks & Recreation	11,446,587	(620,000)	10,826,587
Non-Departmental	11,413,996	(893,000)	10,520,996
Community Participation	50,000	-	50,000
Debt Service	272,694	893,000	1,165,694
TOTAL EXPENDITURES	113,489,549	-	113,489,549
Fund Balances/Reserves/Net Assets	2,341,276	-	2,341,276
TOTAL APPROPRIATED EXPENDITURES			
TRANSFERS, RESERVES & BALANCES	115,830,825	-	115,830,825
NUISANCE ABATEMENT ASSESSMENT FUND			
REVENUES:			
Special Assessments	-	12,461	12,461
Fund Balances/Reserves	-	51,424	51,424
TOTAL SOURCES	-	63,885	63,885
EXPENDITURES:			
Nuisance Abatement	-	63,885	63,885
TOTAL EXPENDITURES	-	63,885	63,885
ENERGY PERFORMANCE PROJECT FUND			
REVENUES:			
Loan Proceeds	-	1,829,000	1,829,000
TOTAL SOURCES	-	1,829,000	1,829,000
TOTAL REVENUES, TRANSFERS & BALANCES	-	1,829,000	-
EXPENDITURES:			
EPP Expenditures	-	1,829,000	1,829,000
TOTAL EXPENDITURES	-	1,829,000	1,829,000
TOTAL APPROPRIATED EXPENDITURES			
TRANSFERS, RESERVES & BALANCES	-	1,829,000	1,829,000

CRIME PREVENTION FUND			
ESTIMATED REVENUES:			
Contribution-Private Source	-	7,350	7,350
TOTAL SOURCES	-	7,350	7,350
TOTAL REVENUES, TRANSFERS & BALANCES	-	7,350	7,350
EXPENDITURES:			
Crime Prevention Expenditures	-	7,350	7,350
TOTAL EXPENDITURES	-	7,350	7,350
TOTAL APPROPRIATED EXPENDITURES TRANSFERS, RESERVES & BALANCES	-	7,350	7,350



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-994

Agenda Date: 11/16/2021

Status: CONSENT - BOARD
APPOINTMENT

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Tinka Ellington as a regular member to the Community Appearance Board; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Commission to vote on Resolution

Background/History

Tinka Ellington has expressed interest in serving on the Community Appearance Board and has been nominated by Mayor Bill Ganz.

Current Activity

Upon approval, the Board will have five (5) regular members, with no vacancies and one (1) alternate with four (4) vacancies.

Recommendation

Approval is recommended.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING TINKA ELLINGTON AS
A REGULAR MEMBER TO THE COMMUNITY APPEARANCE BOARD;
AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, in accordance with Section 78-1 et. seq. of the City's Land Development Code, the Community Appearance Board (the "Board") consists of five regular members and five alternate members and is tasked with enhancing community character, promoting urban beautification, requiring that new projects and development enhance that which already exists, and providing the Planning and Development Services Department with design consultation when requested; and

WHEREAS, Section 78-3 of the Land Development Code provides that each Commissioner shall appoint one regular member and one alternate member to the Board, subject to approval by a majority of the City Commission; and

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

WHEREAS, Tinka Ellington has expressed interest in serving on the Board and has been nominated by Mayor Ganz to serve as a regular member.

**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. Tinka Ellington is hereby appointed to serve as a regular member of the Community Appearance Board for a term ending May 15, 2025. Ms. Ellington shall serve without compensation.

Section 3. 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



Nominating Form

Application for Appointment to Board or Committee

Date: October 25, 2021

The attached application from Tinka Ellington for the

Community Appearance Board

has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

- ☒ Regular Member
☐ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

 11/9/2021

Signature:

Date:

Appointing
Elected Official:

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

Please return to City Administration for processing.



City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: Community Appearance Board

Are you willing to be considered for an alternate Board or Committee? Yes ☒ No ☐

Name Tinka Ellington

Address 1517 SE 6th St.

City DFB State FL Zip 33441

I reside in District # (can be found on back of your Voter Registration Card) 1

Year- Round Resident? Yes ☒ No ☐

If No, how what months are you away?

Home Phone _____ Work/Mobile Phone 954 4485226

E-mail Tinka.Ellington@Elliman.com

Employer Douglas Elliman real estate

Address 444 E. Palmetto Park rd, Boca Raton, FL 33432

Occupation (if retired, please indicate and list former occupation)

Real Estate Agent

Please list any governmental Advisory Boards or Committees on which you currently serve:

None

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas

Communications Degree

Professional: Certification(s)

Real estate license

Knowledge: Training, interest or experience

Due to my extensive work with local builders in Deerfield, Boca + Delray, very interested and knowledgeable re: design, construction, city development, city growth

Community Involvement: List organizations/positions

Deerfield Beach Public Art Committee (pre covid)
Volunteer at daughter's school + at Sullivan Art in the Park

Organizations: Memberships

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature:



Date:

10/20/2021

Print Name:

Tinka Ellington

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Website: www.deerfield-beach.com

Fax: 954-480-4323

E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed.



COMMUNITY APPEARANCE BOARD

Creating Authority:

City Charter-Section 3.12

Method of Appointment:

Ordinance No. 1990/001 - Seven (7) Regular Members; Two (2) Alternate Members; Two (2) year Terms

Ordinance No. 2011/017 - Five (5) Regular Members; Five (5) Alternate Members

Ordinance No. 2013/015 - Disband Beautification Authority and transfer duties to CAB

Ordinance No. 2015/034 – Allows board to meet once monthly; quorum of three (3)

Qualifications:

One (1) Florida Registered Architect

One (1) Florida Registered Landscape Architect

One (1) Sign contractor

Remaining members shall be a Florida Registered Professional Engineer, a Florida Licensed General contractor, an Urban Planner, have a Fine Arts Degree, or own Business or possess a similar related background.

Financial Disclosure:

Required (per letter from Commission of Ethics - 11/30/90)

Compensation:

None

Liaison:

Eric Power, Department of Planning & Development Services, (954) 480-4206

Meeting Dates:

2nd & 4th Wednesday, 7:00 p.m. in City Commission Chambers

Functions and Responsibilities:

The Community Appearance Board shall meet at least twice per month, on a regularly scheduled basis, or more often as may be required in order to consider pending applications without unnecessary delay.

Four (4) members of the board shall constitute a quorum and the affirmative vote of three (3) members of the board shall be necessary for any action.

The task of the Board is to preserve various elements of urban beauty and require that new projects enhance that which already exists.

Name Regular Members	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
VACANT (Mayor)			NEW			
Terrance N. Glunt Engineer (District 1)	1456 SE 6 th Street Deerfield Beach, FL 33442	570-8621 (H) 565-2113	SELF	2019/052	05/07/19	05/15/23
Patrick Morris (District 2)	241 NW 41 st Street Deerfield Beach, FL 33064	415-6173	SELF	2019/072	06/04/19	05/15/23
Jack Hugentugler II (District 3)	3809 NW 7 th Place Deerfield Beach, FL 33442	427-7917 695-5826 (C)	SELF	2021/064	05/04/21	05/15/25
Harry L. Belton Landscape Architect (District 4)	P.O. Box 4161 Deerfield Beach, FL 33442	232-5398(H) 733-7233(W)	SELF	2021/064	05/04/21	05/15/25

Name Alternate Members	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
VACANT (Mayor)	Deerfield Beach, FL 33441		NEW			05/15/21
Mark Damiano Engineer (District 1)	1312 SE 12 th Terrace Deerfield Beach, FL 33441	856-261-0175	SELF	2019/052	05/07/19	05/15/23
VACANT (District 2)			Tranchida			05/15/23
VACANT (District 3)			NEW			
VACANT (District 4)			NEW			



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-1019

Agenda Date: 11/16/2021

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 Annette Mitchell as a Commissioner of the Deerfield Beach Housing Authority; and providing an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Deerfield Beach Housing Authority ("DBHA") was created pursuant to Section 421.04, Florida Statutes. Pursuant to Section 421.05, Florida Statutes, the Mayor, with approval of the City Commission, shall appoint no fewer than five persons and no more than seven persons as commissioners of the DBHA for four-year terms each.

Current Activity

Annette Mitchell has expressed interest in continuing to serve on the Deerfield Beach Housing Authority Board.

Recommendation

Approval is recommended.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORIDA,
REAPPOINTING ANNETTE MITCHELL AS A
COMMISSIONER OF THE DEERFIELD BEACH HOUSING
AUTHORITY; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the Deerfield Beach Housing Authority (“DBHA”) was created pursuant to Section 421.04, Florida Statutes; and

WHEREAS, pursuant to Section 421.05, Florida Statutes, the Mayor, with approval of the City Commission, shall appoint no fewer than five persons and no more than seven persons as commissioners of the DBHA for four-year terms each; and

WHEREAS, Annette Mitchell has expressed interest in continuing to serve on the DBHA; and

WHEREAS, the Mayor has proposed the reappointment of Annette Mitchell as a Commissioner of the DBHA; and

WHEREAS, pursuant to Section 421.05, Florida Statutes, City Commission approval of the reappointment is required.

**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. Annette Mitchell is hereby reappointed to the DBHA for a four-year term ending on December 3, 2025.

Section 3. Annette Mitchell shall serve without compensation and is required to file a financial disclosure statement in accordance with State Statutes.

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



Nominating Form

Application for Appointment to Board or Committee

Date: 11/2/2021

The attached application from Annette Woods Mitchell for the Housing Authority Board has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

- ☒ Regular Member
☐ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

 11/9/21

Signature:

Date:

Appointing
Elected Official:

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

Please return to City Administration for processing.

**CITY OF DEERFIELD BEACH
RECEIVED**

NOV - 2 2021



CITY CLERK'S OFFICE

September 14, 2021

Annette Woods Mitchell
235 SW 3rd Court
Deerfield Beach, FL 33441

RE: Housing Authority Board

Dear Mrs. Woods Mitchell:

Your current term on the **Housing Authority Board** of the City of Deerfield Beach expires on December 3, 2021. Upon receipt of an affirmative response, it will be placed on the agenda for the Commission's consideration.

Whether or not you desire to continue to serve on the Housing Authority Board, the Commission would like to have the benefit of your knowledge gained while serving. 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.

Irrespective of your decision, 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 and also recognize the sacrifices of your time and efforts in contributing to the success of the board.

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

Sincerely,

Samantha L. Gillyard, CMC, City Clerk

SLG/tb

Please return the letter with your reply to the City Clerk's office by November 1, 2021. A self-addressed envelope is enclosed for your convenience.

☒ I would like to serve another term on the Housing Authority.

☐ I can no longer serve.

Annette Woods Mitchell, Regular Member (sign here)



HOUSING AUTHORITY

Creating Authority:

Resolution No. C-1698 (F.S. 421.04)

Method of Appointment:

Resolution of Commission as of June 23, 1980
All Terms for four (4) years each.

Financial Disclosure:

Required

Compensation:

None

Liaison:

TBD, (954) 425-8449

Meeting Dates:

3rd Wednesday

Functions and Responsibilities:

According to Florida Statutes.

Name	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
VACANT			Reynolds			12/04/22
Anthony T. Pelt	10647 NW 7 th Place Coral Springs, FL 33071	282-8291(H) 775-4667(C)	Self	2018/060	05/01/18	04/20/22
Diane Chisholm	375 NW 7 th Court Deerfield Beach, FL 33441	263-1624	Self	2021/055	04/20/21	09/30/24
Annette Woods Mitchell	235 SW 3 rd Court Deerfield Beach, FL 33441	754-422-9698 754-367-3848	Self	2017/152	12/05/17	12/03/21
Pastor Tony Guadagnino	4113 Eastridge Circle Pompano Beach, FL 33064	783-7769 673-7769 (C)	Self	2018/060	05/01/18	04/20/22
VACANT			Gayle			04/20/23
Gail Battle	633 NW 3 rd Way Deerfield Beach, FL 33441	573-3175 (C)	NEW	2019/103	08/06/19	08/06/23



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-1014

Agenda Date: 11/16/2021

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 Robert Weech as the Fifth Member to the Board of Trustees of the Municipal Firefighters' Pension Trust Fund; 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

Mr. Weech currently serves on the Firemen's Pension Board ("Board") as the 5th member. The Clerk's Office contacted the liaison for the Board and advised that Mr. Weech's term was set to expire on December 12, 2021. The Board added this item to their September 27, 2021 meeting, and the Board passed a unanimous vote to reappoint Robert Weech as the 5th member.

Pursuant to Section 54-271(a) of the City Code, the fifth member of the Board is chosen by a majority of the other four Board members, and such person's name shall be submitted to the City Commission. Upon receipt of the submission, the City Commission shall appoint such person to the Board as a ministerial duty.

Recommendation

Approval is recommended.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, REAPPOINTING ROBERT WEECH AS
THE FIFTH MEMBER TO THE BOARD OF TRUSTEES OF THE
MUNICIPAL FIREFIGHTERS' PENSION TRUST FUND; PROVIDING
FOR AN EFFECTIVE DATE**

WHEREAS, in accordance with Section 54-271 of the City Code, the Board of Trustees for the Municipal Firefighter's Pension Trust Fund (the "Board") is comprised of five members: two members are appointed by the City Commission, two firefighters are elected by a majority of firefighter plan participants, and the fifth member is chosen by the majority of the four other Board members, with all appointees serving a two-year term; and

WHEREAS, Section 54-271 of the City Code provides that the Board shall submit the name of the fifth member to the City Commission, who shall, as a ministerial duty, appoint such person to the Board as the fifth member; and

WHEREAS, the Board members serve a term of two years; and

WHEREAS, Robert Weech's term as the fifth member on the Board is scheduled to expire on December 12, 2021; and

WHEREAS, at the September 27, 2021 Board Meeting, the Board unanimously voted for Robert Weech to continue to serve as the fifth member of the Board.

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

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

Section 2. Robert Weech is hereby appointed to serve as the fifth member of the Board of Trustees of the Municipal Firefighters' Pension Trust Fund of the City of Deerfield Beach for a term ending on December 12, 2023.

Section 3. The appointee shall serve without compensation and is required to file a financial disclosure statement in accordance with Florida Statutes.

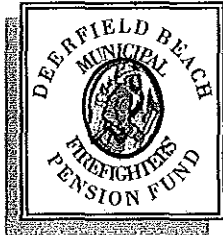
Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



City of Deerfield Beach Municipal Firefighters Pension Fund

Meetings located at: Fire Station #102, 1441 FAU Research Park Blvd,
Deerfield Beach, Florida 33441

October 28, 2021

Samantha Gillyard, CMC,
City Clerk
150 NE 2nd Avenue,
Deerfield Beach, FL 33441

Re: Fifth Trustee

Dear Ms Gilyard,

At the last regularly scheduled meeting of the board of trustees of the City of Deerfield Municipal Firefighters Pension Fund, a motion was made seconded and carried unanimously reelecting Rob Weech as the Board's "Fifth" trustee.

Please let me know if you need anything else regarding this matter.

Thank you.

Sincerely,


Doug Falcon
Plan Administrator

CC. R Levy

Board of Trustees

Robert Weech Dan Frazer Stephen Hill Bruce Young Jonathan Campbell



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			Self	2021/142	10/5/21	10/01/23
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			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. 2021-1011

Agenda Date: 11/16/2021

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a second amendment to Grant Agreement H0329 with the State of Florida, Division of Emergency Management for the Hazard Mitigation Grant Program City Hall Wind Retrofit and Drainage Project to extend the Agreement end date and increase the grant amount; providing an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City is a subrecipient of the FY 18 Hazard Mitigation Grant Program ("HMGP") award for Phase 1 of the City Hall Wind Retrofit & Drainage Project (the "Project") from the Florida Division of Emergency Management ("FDEM") in the amount of \$158,985.75. HMGP, administered by the Federal Emergency Management Agency ("FEMA"), helps communities implement hazard mitigation measures that reduce the risk of loss and property from future disasters. On January 3, 2020, the City entered into grant agreement H0329 with FDEM for the Project (the "Agreement"). The Agreement was amended in November 2020 to extend the Agreement end date to August 31, 2021 due to the ongoing coronavirus pandemic.

The Project's scope of work includes hardening of the City Hall building, retrofitting the roof, and drainage improvements on and around the site. Phase I funding consists of fees for conducting the survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage. Phase II funding is contingent upon completion of Phase I and approval of deliverables by FDEM.

Current Activity

In accordance with the Agreement, the City completed Phase I of the Project and submitted all deliverables to FDEM for review in July 2021. On the Agreement end date, August 31, 2021, FDEM reassigned the Project to a new FDEM project manager due to staffing issues. Consequently, FDEM has requested amendment to the Agreement to reinstate the Project and extend the Agreement end date to February 28, 2022 to allow for complete technical review of Phase I project deliverables (the "Amendment").

The Amendment also increases the initial grant award amount (\$158,985.75) by \$10,599.05 for the City to recoup project management costs incurred during the term of the Agreement. The new grant award amount is \$169,584.80.

Recommendation

It is recommended that the City Commission approve and authorize execution of the Amendment to the Agreement with FDEM to extend the Agreement end date to February 28, 2022 and increase the grant award amount to \$169,584.80.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING A SECOND
AMENDMENT TO GRANT AGREEMENT H0329 WITH THE STATE OF
FLORIDA, DIVISION OF EMERGENCY MANAGEMENT FOR THE
HAZARD MITIGATION GRANT PROGRAM CITY HALL WIND
RETROFIT AND DRAINAGE PROJECT TO EXTEND THE
AGREEMENT END DATE AND INCREASE THE GRANT AMOUNT;
PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City is a subrecipient of the Fiscal Year 2018 Hazard Mitigation Grant Program (“HMGP”) award for Phase 1 of the City Hall Wind Retrofit and Drainage Project (the “Project”) from the Florida Division of Emergency Management (“FDEM”) in the amount of \$158,985.75 (the “Grant”); and

WHEREAS, HMGP helps communities implement hazard mitigation measures that reduce the risk of loss and property from future disasters; and

WHEREAS, the Project’s scope of work includes hardening of the City Hall building, retrofitting the roof, and drainage improvements on and around the site; and

WHEREAS, Phase I funding consists of fees for conducting the survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage; and

WHEREAS, on January 3, 2020, the City and FDEM entered into HMGP grant agreement H0329 for the Grant for Phase 1 of the Project (the “Agreement”), with the term of the Agreement originally set to end on August 31, 2020; and

WHEREAS, the Agreement was amended in November 2020 to extend the Agreement end date to August 31, 2021, due to project delays caused by the COVID-19 pandemic; and

WHEREAS, FDEM has requested a second amendment to the Agreement to reinstate the Project and extend the Agreement end date to February 28, 2022, due to staffing issues, to allow for a complete technical review of Phase 1 project deliverables, and to increase the Grant amount to \$169,584.80 for the City to recoup project management costs; and

WHEREAS, City staff recommends approving, and authorizing execution of, an Amendment with FDEM, attached as Exhibit “A,” to extend the Agreement end date to February 28, 2022 and increase the Grant amount to \$169,584.80 (the “Amendment”).

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

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

Section 2. The City Commission hereby approves the Amendment to the Agreement with FDEM, attached as Exhibit “A,” to extend the Agreement end date to February 28, 2022 and increase the Grant amount to \$169,584.80.

Section 3. The City Commission hereby authorizes the Mayor and City Manager to execute the Amendment with FDEM, attached as Exhibit “A,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are hereby 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

EXHIBIT A

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Deerfield Beach
PROJECT #:	4337-240-R
PROJECT TITLE:	City of Deerfield Beach, City Hall, Wind Retrofit and Drainage
CONTRACT #:	H0329
MODIFICATION #:	2

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Jonathan Salas, Acting Director of Legislative & Community Affairs City of Deerfield Beach 325 NW 2 nd Avenue Deerfield Beach, Florida 33441

Enclosed is your copy of the proposed contract/modification between **the City of Deerfield Beach** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittal
☒	Signed electronic copy
☒	Reviewed and Approved
☒	Signed and Dated by Official Representative
☒	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) completed, signed, and dated
	☐ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist Veronica.ash@em.myflorida.com on

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (813) 906-9900 or email me at Alejandro.vargas@em.myflorida.com.

Contract Number: H0329
Project Number: 4337-240-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
CITY OF DEERFIELD BEACH**

This Modification Number Two made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and the City of Deerfield Beach ("the Sub-Recipient") to modify Contract Number H0329, dated January 3, 2020, ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$158,985.75, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient desire to modify the Agreement; and

WHEREAS, the Agreement expired on August 31, 2021; and

WHEREAS, the Division and the Sub-Recipient desire to reinstate and extend the terms and increase the Federal Funding under the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.
2. Paragraph 8 of the Agreement is hereby amended to read as follows:

(8) PERIOD OF AGREEMENT

This Agreement shall begin January 3, 2020 and shall end February 28, 2022, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Agreement is amended to increase the Federal Funding by \$10,599.05 for the maximum amount payable under the Agreement to \$169,584.80, One Hundred Sixty-Nine Thousand, Five Hundred Eighty-Four Dollars and Eighty Cents.
4. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 2nd Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
5. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
6. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

7. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: CITY OF DEERFIELD BEACH

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

Attachment A
(2nd Revision)
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to the City Hall building in Deerfield Beach, Broward County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-240-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Deerfield Beach, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide protection and improve the drainage of the City Hall building, located at 150 NE 2nd Avenue, Deerfield Beach, Florida, 33441. Coordinates: (26.3198605, -80.0995962)

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall include removing and replacing existing low slope and pitched roofing areas. Existing windows and doors shall be replaced with storm impact resistant systems, and remedial structure hardening of specified openings shall be conducted to provide protection to the envelope of the building. The Sub-Recipient also proposes drainage improvements to parking, sidewalks, and drainage on and around the site. Proposed drainage improvements include the removal of existing drainage facilities along the streets that front the City Hall: NE 2nd and 3rd Avenues from NE 1st Street to NE Eller Street, NE 1st Street from NE 2nd Avenue to NE 3rd Avenue, and NE Eller Street. In addition, drainage improvements are proposed to the City Hall parking lot and a flood gate is proposed to the drainage outfall for this drainage area at the Hillsboro Canal. The proposed drainage system shall include installation of a network of catch basins, pipe, and exfiltration trench with an outfall for positive drainage to the Hillsboro Canal. Exfiltration trenches shall provide capacity improvements for localized flooding and improve water quality. Undersized existing drainage shall be removed and replaced with greater piping and exfiltration system.

The project shall be designed to provide protection against a 25-year storm event, and the wind retrofit shall provide protection against 181 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the

manufacture specification.

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations.

All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

Phase I consists of fees; for conducting survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all scope of work changes, if any.

- a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies.
 - b) Construction Plans and bid documents.
 - c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.
 - d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
 - e) Color maps including topographical, aerial, and ground disturbance.
 - f) Color photographs of the project area and areas of ground disturbance.
 - g) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.
 - h) Copy of the United States Army Corps of Engineers (USACE) permit or No Permit Required notification.
 - i) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.
 - j) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify

the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments shall be applied to larger awards allowing smaller awards to be fully obligated. Obligations shall be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds shall be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at

the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, and to implement measures to improve the drainage of City Hall located at 150 NE 2nd Avenue, Deerfield Beach, Florida 33441.

The designed project shall provide protection against a 25-year storm event, and the wind retrofit shall provide protection against 181 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment shall be made.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit signed and sealed Engineering plans that clearly show the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). The H&H study shall contain at least 3 scenarios, where one represents the level of protection; under each scenario, the Sub-Recipient must identify the losses before and after mitigation (structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented). This

includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.

- 2) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that are being damaged and FEMA Special Flood Hazard Areas on the same plan.
- 3) Submit a refined cost estimate, to include final Phase I Fees and Phase II Construction Materials and Labor.

D) Environmental:

- 1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- 2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
 - a) United States Army Corps of Engineers (USACE): Consultation with the USACE is required. A permit or No Permit Required shall be submitted.
 - b) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.
- 4) Historical Preservation compliance documents shall be obtained. Review documentation required:
 - a) Color maps including topographical and aerial with the project location clearly marked.
 - b) Color photographs of any area with ground disturbance (electronic).
 - c) Indicate if project site is located within a designated historic district or historic neighborhood.
- 5) Tribal Consultation shall be required for proposed ground disturbing activities. The following documents shall be required and submitted as part of deliverables:
 - a) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas.
 - b) Previous and current use of proposed project area.
 - c) Any known site work or historic uses for the proposed location.
 - d) Any available studies that may have taken place on the property.
- 6) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.
- 7) No construction work may begin until Phase II is approved by the Division and FEMA.

E) Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.
- 4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.
- 5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.
- 8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.
- 9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 10) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
 - a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
 - b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
 - c) SRMC cannot exceed 5% of the total project costs awarded.
 - d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

- e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
- f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4337-240-R**. It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on August 9, 2019; with a Pre-Award date of May 23, 2018; this Agreement was executed on January 3, 2020; and the Period of Performance for this project shall end on **February 28, 2022**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

Schedule of Work

Phase I –

State Contracting:	4 Months
Bidding / Local Procurement:	5 Months
Design Specifications:	13 Months
Permitting / Survey:	4 Months
Deliverables Submitted to FDEM:	4 Months
Total Period of Performance:	30 Months

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$0.00	\$0.00	\$0.00
Labor:	\$0.00	\$0.00	\$0.00
Fees:	\$129,470.00	\$97,102.50	\$32,367.50
**Pre-Award:	\$82,511.00	\$61,883.25	\$20,627.75
Initial Agreement Amount:	\$211,981.00	\$158,985.75	\$52,995.25
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$211,981.00	\$158,985.75	\$52,995.25
****SRMC			
SRMC:	\$10,599.05	\$10,599.05	
SRMC-Pre-Award:	\$0.00	\$0.00	
SRMC Total:	\$10,599.05	\$10,599.05	

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***This project has a Pre-Award, approved by FEMA in the amount of \$82,511.00 project costs with a start date of **May 23, 2018**.*

**** **This project has an estimated \$0.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of \$0.00

***** **Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$10,599.05 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	\$158,985.75	(75.00%)
Non-Federal Share:	\$52,995.25	(25.00%)
Total Project Cost:	\$211,981.00	(100.00%)
SRMC (100% Federal)	\$10,599.05	



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-1008

Agenda Date: 11/16/2021

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Declaration of Restrictive Covenants from Broward County to place an affordable housing restriction on the property located at 464 N. Deerfield Avenue; authorizing the City Manager to execute the Declaration of Restrictive Covenants; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Current Activity

Over the years, Broward County (the "County") has conveyed vacant lots to the City of Deerfield Beach for various uses, some of which include development of single-family affordable housing for low income families through restrictive covenants restricting properties to use for affordable residential housing. City staff has worked with the County on the development of these lots. Recently, it was discovered that 541 N. Deerfield Avenue has such a designation. However, this property is not suitable for residential development as it is on the same lot as a church. Staff has requested that the County transfer the restrictive covenant for 541 N. Deerfield Avenue to 464 N. Deerfield Avenue instead. Upon approval of this Resolution by the City Commission, County staff will submit the request to the County Commission to remove the affordable designation for 541 N. Deerfield Avenue and transfer it to 464 N. Deerfield Avenue. After this is complete, the City will process a quitclaim deed for 464 N. Deerfield Avenue to Habitat for Humanity.

Recommendation

Approval is recommended.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A DECLARATION OF RESTRICTIVE COVENANTS FROM BROWARD COUNTY TO PLACE AN AFFORDABLE HOUSING RESTRICTION ON THE PROPERTY LOCATED AT 464 N. DEERFIELD AVENUE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE DECLARATION OF RESTRICTIVE COVENANTS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, over the years, Broward County (the “County”) has conveyed vacant lots to the City for various uses, some of which include development of single-family affordable housing for low income families through placement of restrictive covenants restricting the properties to affordable residential housing; and

WHEREAS, the City owns a lot located at 541 N. Deerfield Avenue that has a restrictive covenant for affordable housing, but which is not suitable for residential development; and

WHEREAS, City staff has asked the County to transfer the restrictive covenant for 541 N. Deerfield Avenue to 464 N. Deerfield Avenue (the “Property”) instead; and

WHEREAS, the City Commission finds it in the best interest of the City to approve the declaration of restrictive covenants, attached as Exhibit “A,” to place an affordable housing restriction on the Property (the “Restrictive Covenant”).

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 Restrictive Covenant, attached as Exhibit “A,” for the Property, is hereby approved.

Section 3. The City Manager is authorized to execute the Restrictive Covenant, attached as Exhibit “A,” together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

Section 5. This Resolution shall take effect immediately upon adoption

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

Return recorded document to:
Stephanie Ramos, Property Agent
Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301
954-357-5535

Document prepared by:
Reno V. Pierre, Assistant County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants ("Declaration"), made this ____ day of _____, 20__, by CITY OF DEERFIELD BEACH, a Florida municipal corporation, whose address is 150 N.E. Second Avenue, Deerfield Beach, Florida 33441 ("City") for the benefit of BROWARD COUNTY, a political subdivision of the State of Florida, whose address is Governmental Center, 423, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 ("County").

WHEREAS, City is the fee title owner of that certain real property legally described in **Exhibit A**, attached hereto and incorporated herein (the "Property"); and

WHEREAS, City hereby covenants that City is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this Declaration and all mortgagees have been joined or subordinated; that City has good right and lawful authority to make this Declaration; and that City agrees to fully warrant and defend this Declaration against the claims of all persons whomsoever; and

WHEREAS, HABITAT FOR HUMANITY OF BROWARD, INC., a Florida not-for-profit corporation ("Habitat"), intends to build, or cause to have built, affordable housing units on the Property;

WHEREAS, City is willing to donate the Property to Habitat in order for it to build the affordable housing units and convey them to qualified buyers; and

WHEREAS, a condition of City's conveyance of the Property to Habitat is that the Property shall be subject to the covenants, restrictions, and other requirements, as set forth herein.

NOW, THEREFORE, in fulfillment of that condition, City hereby declares that the Property shall be held, transferred, sold, conveyed, leased, mortgaged, used and improved subject to these Covenants and Restrictions (as defined below), which run in

favor of County, and other requirements, all as hereinafter set forth:

1. The recitals set forth above are true, accurate, and fully incorporated by reference herein.

2. Restrictive Covenants. City hereby declares that the Property shall be subject to the following covenants and restrictions, which covenants and restrictions shall be covenants running with the land for a period of fifty (50) years effective and commencing upon the date of the recording of this Declaration:

(a) As of the effective date of this Declaration, the Property shall be used solely as the principal residence of OWNER (as defined below) and shall be used solely for residential purposes. The Property may not be used for any non-residential purposes, other than home offices when permitted by applicable zoning regulations.

(b) The Property, upon completion of the residential dwelling unit(s), shall be purchased and occupied solely by persons who meet the following criteria at the time of purchase. "Purchased" shall be defined to mean by sale, inheritance, court order, or other legal method of transfer or acquisition.

(1) One or more natural persons or a family, the total annual adjusted gross household income of which is less than 120 percent of the median annual adjusted gross income for Broward County, adjusted for family size.

(2) The purchaser of the Property shall have monthly mortgage payments, including taxes, insurance, and utilities, that do not exceed thirty-five (35) percent of their monthly adjusted gross income.

(3) Excluding government subsidies, the down payment, if any, for the purchase of the Property does not exceed twenty (20) percent of the purchase price.

(4) For a term of at least fifty (50) years after the effective date of this Declaration, any subsequent purchaser of the Property shall be required to meet criteria (1), (2), and (3) above.

(5) For a term of at least fifty (50) years after the effective date of this Declaration, prior to any transfer of title or closing on a purchase of the Property, each purchaser of the Property shall request and receive a written certification that the above criteria have been satisfied from the County Administrator of Broward County, or his/her designee.

(6) For the purposes of this provision, the term "adjusted for family size" means adjusted in a manner which results in an income eligibility level which is lower for households with fewer than four people, or higher for households with more than four people, based upon a formula as

established by the United States Department of Housing and Urban Development.

(7) For the purposes of this provision, the term “adjusted gross income” means all wages, assets, regular cash or noncash contributions or gifts from persons outside the household, and such other resources and benefits as may be determined to be income by the United States Department of Housing and Urban Development, adjusted for family size, less deductions allowable under s. 62 of the Internal Revenue Code.

- (c) County is hereby granted a right of first refusal to purchase the Property before foreclosure to preserve the period of affordability for the Property. Mortgage holder(s) shall give County not less than thirty (30) days prior written notice of its (their) intention to foreclose upon the mortgage on the Property or to accept a conveyance of the Property in lieu of foreclosure and afford County the right of first refusal to purchase the Property for the outstanding mortgage balance to preserve low income affordability. County shall have thirty (30) days from receipt of the mortgage holder’s notice to provide notice to the mortgage holder that County will exercise its right to purchase the Property for the outstanding mortgage balance. If County exercises its right of first refusal, the Property shall be transferred within ninety (90) days from receipt of mortgage holder’s notice. Any action by the mortgage holder which delays or prevents County from purchasing the Property shall extend County’s time period for executing its right of first refusal by the number of days of the delay, or for that period of time that County is prevented from consummating the purchase.
- (d) Maintenance of Property. Owner agrees to maintain the Property and the exterior of the unit(s) thereon in good repair, including, but not limited to, painting, landscaping, and lawn maintenance, as necessary. Owner shall maintain the Property and the unit(s) built thereon in accordance with the applicable laws, regulations and ordinances. If any action or proceeding is commenced which materially affects County’s interests in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy, County may, at County’s option and upon notice to OWNER, may make such appearances and take such action as is necessary to protect County’s interest.

3. The restrictions, covenants, rights, and privileges granted, made, and conveyed herein (collectively “Covenants and Restrictions”) shall run with the Property for a period of fifty (50) years. For the purposes of this instrument, the Property and all portions thereof shall be the servient tenement and County shall be the dominant tenement. These Covenants and Restrictions shall be binding on all persons and entities acquiring title to or use of the Property, or any portion thereof, and all persons and entities claiming under them, until that date which occurs fifty (50) years following the date of recordation of this Declaration by City (“Termination Date”).

4. When used herein, the term "County" shall mean Broward County, Florida, its successors and assigns. The term "Owner" shall mean the person or persons or legal entity or entities holding interests of record to the Property or any portion of the Property. Wherever used herein the terms "Owner" and "County" shall include their heirs, personal representatives, successors, agents and assigns.

5. County is the beneficiary of these Covenants and Restrictions, and as such, County may enforce these Covenants and Restrictions by action at law or in equity, including without limitation, a decree of specific performance or mandatory or prohibitory injunction, against any person or persons, entity or entities, violating or attempting to violate the terms of these Covenants and Restrictions.

6. Any failure of County to enforce these Covenants and Restrictions shall not be deemed a waiver of the right to do so thereafter. No waiver, modification or termination of this instrument shall be effective unless contained in a written document executed by County. Any waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. If any covenant, restriction, condition, or provision contained in this document is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, restriction, condition, or provision herein contained, all of which shall remain in full force and effect. This document shall be construed in accordance with the laws of Florida and the venue shall be Broward County, Florida.

7. This Declaration of Restrictive Covenants shall be recorded in the Public Records of Broward County, Florida, and shall become effective upon recordation.

8. Any subsequent mortgagee, this document shall be recorded in the Official Records of Broward County and all subsequent mortgagees shall take notice and are subject to this Declaration of Restrictive Covenants.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, City has executed this Declaration of Restrictive Covenants as follows:

CITY OF DEERFIELD BEACH

ATTEST:

By: _____
City Clerk

By: _____
Mayor

____ day of _____, 20____

Approved as to form and legal sufficiency:

By: _____
City Attorney

ACKNOWLEDGEMENT

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2021, by _____, Mayor of the CITY OF DEERFIELD BEACH, a municipal corporation of Florida, [] who is personally known to me or [] who has produced _____ as identification.
(SEAL)

Signature: Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2021, _____, City Manager of the CITY OF DEERFIELD BEACH, a municipal corporation of Florida, [] who is personally known to me or [] who has produced _____ as identification.

(SEAL)

Signature: Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

EXHIBIT A

Legal Description:

31-47-43 N 55 OF W 165 OF W1/2 OF NE1/4 OF SW1/4 OF SW1/4.

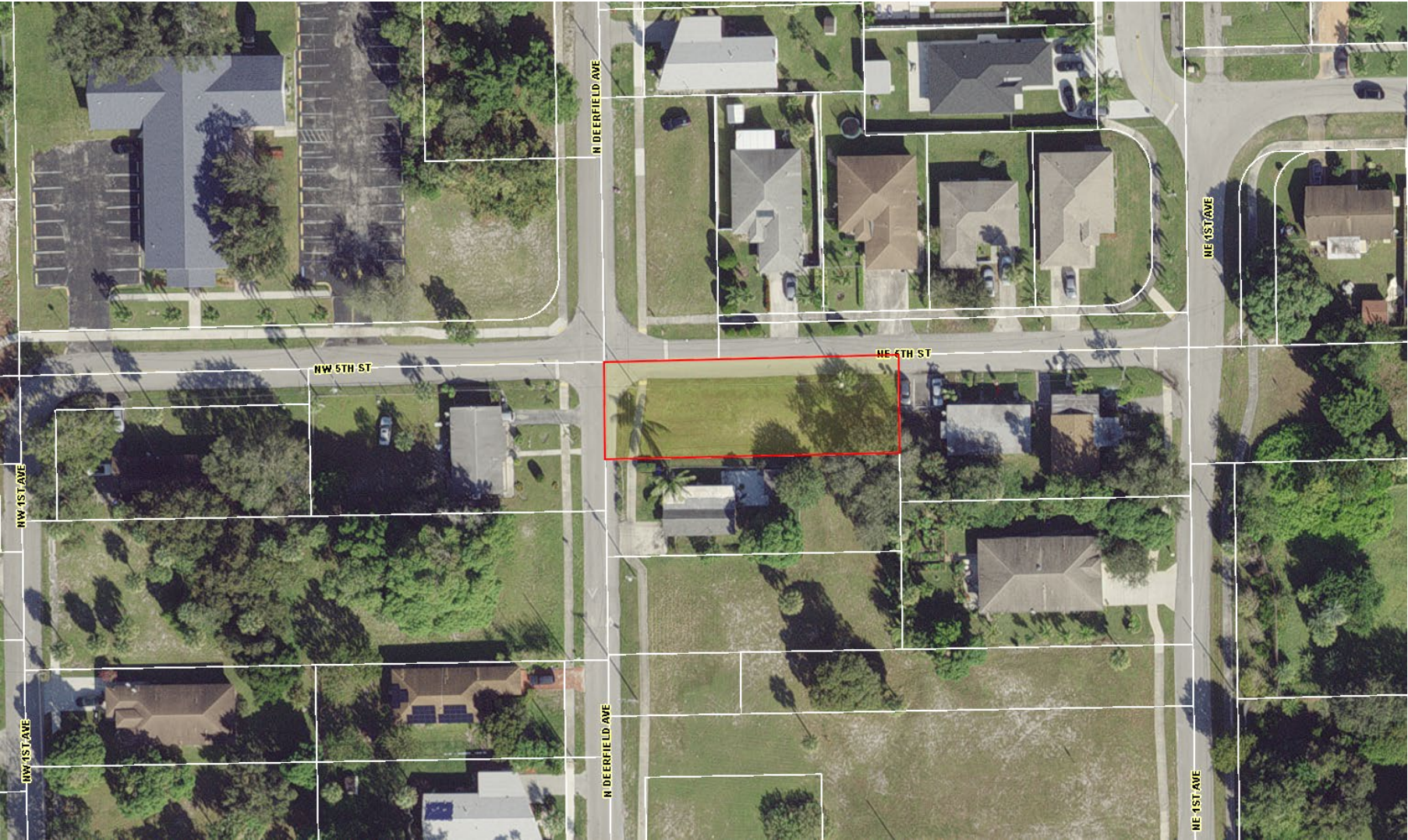
Folio Number:

4743-31-06-0090

Site Address:

464 N Deerfield Avenue, Deerfield Beach, FL 33441

Exhibit A





MARTY KIARD
BROWARD
 COUNTY
 PROPERTY APPRAISER

Site Address	464 N DEERFIELD AVENUE, DEERFIELD BEACH FL 33441	ID #	4743 31 06 0090
Property Owner	CITY OF DEERFIELD BEACH MANAGEMENT & BUDGET DIRECTOR	Millage	1112
Mailing Address	150 NE 2 AVE DEERFIELD BEACH FL 33441-3598	Use	94
Abbr Legal Description	31-47-43 N 55 OF W 165 OF W1/2 OF NE1/4 OF SW1/4 OF SW1/4		

The just values displayed below were set in compliance with **Sec. 193.011**, Fla. Stat., and include a reduction for costs of sale and other adjustments required by **Sec. 193.011(8)**.

* 2021 values are considered "working values" and are subject to change.

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2021*	\$4,740		\$4,740	\$4,740	
2020	\$4,740		\$4,740	\$4,740	
2019	\$4,740		\$4,740	\$4,740	

2021* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	\$4,740	\$4,740	\$4,740	\$4,740
Portability	0	0	0	0
Assessed/SOH	\$4,740	\$4,740	\$4,740	\$4,740
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type 14	\$4,740	\$4,740	\$4,740	\$4,740
Taxable	0	0	0	0

Sales History

Date	Type	Price	Book/Page or CIN
6/19/2007	QCD		44245 / 477
6/9/2005	TXD		39909 / 1945
12/7/1993	QC*	\$100	21611 / 433
7/12/1989	TD	\$2,400	16612 / 236
3/1/1990	D	\$2,618	11769 / 505

Land Calculations

Price	Factor	Type
\$0.51	9,291	SF
Adj. Bldg. S.F.		

* Denotes Multi-Parcel Sale (See Deed)

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
11								
L								



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-1012

Agenda Date: 11/16/2021

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 Regional Interlocal Agreement for cooperative fire, rescue, emergency medical services, and special operations response through automatic aid and closest unit response; providing for execution and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In 2002, Broward County residents voted by Charter amendment to establish and fund communications infrastructure for fire and emergency medical services to facilitate closest unit response for life-threatening emergencies and support regional specialty teams. The first step was to create a regional communications system to reduce or eliminate transfers of 911 calls from public safety answering points, PSAP to PSAP. Except for a small handful of cities, this was completed in 2014. The next phase is to implement Closest Unit Response ("CUR") for Municipal Fire Rescue Departments who are participating in the Regional Interlocal Agreement for Cooperative Fire, Rescue, Emergency Medical Services, and Special Operations Response through Automatic Aid and Closest Unit Response ("ILA"). The ILA was negotiated between Broward County and the Fire Chief's Association of Broward County.

Current Activity

CUR, as defined in the ILA, means lending assistance across jurisdictional boundaries by at least one (1) available unit to a life-threatening emergency. A life-threatening emergency is defined as high priority calls under the International Academy of Emergency Dispatch System for both medical and fire (Delta and Echo calls). Under the ILA, CUR would be based on an in-service unit's location based on GPS that is within four (4) minutes Estimated Time of Arrival (ETA) from the location where the life-threatening emergency is occurring. On January 1, 2022, the plan is to look at all units within 8 minutes from the emergency incident to recommend the closest unit; and in 2023, the plan is to remove the ETA limitation and simply recommend the closest unit to the life threatening emergency. The ETA parameters currently serve as a limitation for CUR and the ultimate goal is to perform CUR countywide without the ETA constraint/limitation.

The City of Deerfield Beach has unique geographic features that may limit our ability to take full advantage of CUR. The City borders the Atlantic Ocean to the East and Palm Beach County to the North. Another consideration is the City's existing Automatic Aid Agreements ("AAA"). The City has an AAA with Boca Raton. This AAA assists both parties with response on I-95. The ILA's impact on the AAA is that the ILA would be the default response (preferred) recommendation for CUR call types in the Regional Computer Aided Dispatch System. Lastly, the Responding Party furnishing any equipment pursuant to the ILA shall bear the cost of any loss or damage to their equipment.

Recommendation

In consideration of the aforementioned, City staff recommends approval of the ILA for the following reasons:

- Boca Raton is not on the same dispatch system. Therefore, there will be no impact with respect to the City's municipal neighbor to the north.
- It is anticipated that there will be a negligible effect on the AAA.
- The closest appropriate responder based on road mileage is automatically given the call.
- Not all call types or determinant levels are subject to CUR. A narrowed list of call types and, specifically, only the Delta or Echo call determinants will be subject to CUR.
- The responding transport agency maintains transport revenues.
- CUR is regional, meaning there should be a relatively equal number of times a neighboring jurisdiction will be the closest unit to an incident.
- To ensure equal participation, there are clearly defined minimum staffing and qualifications on engines, rescues, and aerals, which the City and its neighbors meet .
- CUR will limit the amount of time a more distant unit comes from a more distant zone, keeping resources in place. An example would be if the R51 zone were out and another call occurred on the east side of 51 zone, dispatch would recommend R103 from Pompano and leave R102 in quarters.
- If a specific district has limited resources remaining due to high call demand and a call for CUR occurs, District Chiefs and Battalion Chiefs can maintain coverage in their respective districts and deny the CUR request. The ILA provides for up to 12 instances where a specific district can deny CUR.
- The ILA can be terminated with 60 days written notice if it is determined that CUR is not in the best interest of any one city or district. All remaining city/district agreements would remain in force. The usage of CUR will be closely monitored for both benefits and adverse effects on the City's district operations.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE REGIONAL INTERLOCAL AGREEMENT FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES, AND SPECIAL OPERATIONS RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, in 2002, Broward County (the “County”) residents voted by charter amendment to provide for the establishment and funding of communications infrastructure for fire and emergency medical services to facilitate the establishment of countywide closest unit response capability; and

WHEREAS, the County has established a countywide communications infrastructure that provides for this capability, and has worked collaboratively with fire agencies in the County in the development of a phased implementation plan to deliver Closest Unit Response to all Regional Consolidated Dispatch Participating Municipalities in the County by the end of 2022; and

WHEREAS, a prerequisite of the implementation plan is execution of the Regional Interlocal Agreement for Cooperative Fire, Rescue, Emergency Medical Services, and Special Operations Response Through Automatic Aid and Closest Unit Response, attached as Exhibit “A”, (the “ILA”) between the County, Broward Sheriff's Office (“BSO”), and Broward municipalities; and

WHEREAS, the ILA establishes a process in which participating municipalities can receive and provide automatic aid and closest unit response; and

WHEREAS, the City Commission finds it in the best interest of the City to approve the ILA with the County, BSO, and other Broward municipalities, attached as Exhibit “A,” for automatic aid and closest unit response.

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 ILA with the County, BSO, and other municipalities, attached as Exhibit “A,” for automatic aid and closest unit response is hereby approved.

Section 3. The Mayor and City Manager are authorized to execute the ILA with the County, BSO, and other municipalities, attached as Exhibit “A,” together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

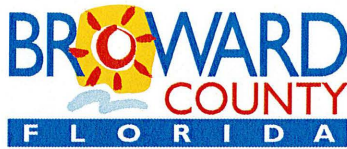
Section 5. This Resolution shall take effect immediately upon adoption

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



BERTHA W. HENRY, County Administrator

115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7362 • FAX 954-357-7360

September 10, 2021

TO: Municipal Managers

SUBJECT: Interlocal Agreement for Fire, Rescue, and Emergency Medical Services through Automatic Aid and Closest Unit Response

Dear Municipal Managers:

One of the objectives of the Broward County Charter is to facilitate the establishment of countywide closest unit response capability. Broward County has established a countywide communications infrastructure that provides for this capability and has worked collaboratively with fire agencies of Broward County in development of a phased implementation plan to deliver Closest Unit Response to all Regional Consolidated Dispatch Participating Municipalities in Broward County by the end of 2022.

A prerequisite of the implementation plan is execution of the Interlocal Agreement for Fire, Rescue, and Emergency Medical Services through Automatic Aid and Closest Unit Response.

Through continued collaborative efforts with the Fire Chief's Association of Broward County, the attached Interlocal Agreement was developed to establish the framework for closest unit response for Fire Rescue Agencies. **In an effort to expedite the continued implementation of the closest unit response program, this Agreement should be considered by every City Commission as soon as possible. We request that you schedule this item for your commission approval no later than November 30th, 2021.**

If you have any questions, please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bertha Henry", followed by a large, stylized flourish.

Bertha Henry
County Administrator

cc: Monica Cepero, Deputy County Administrator
Kimm Campbell, Assistant County Administrator
Tracy Jackson, Director, Regional Emergency Services & Communications

**REGIONAL INTERLOCAL AGREEMENT
FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES, AND SPECIAL
OPERATIONS RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE**

This Regional Interlocal Agreement for Cooperative Fire, Rescue, Emergency Medical Services, and Special Operations Response through Automatic Aid and Closest Unit Response ("Agreement") is entered into between the Municipalities executing this Agreement, the Broward County Sheriff's Office, and Broward County (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities.

B. The design, purpose, and intention of this Agreement is to permit the Parties, individually and collectively, to make the most efficient use of their respective powers, resources, and capabilities by cooperating in the use of their respective powers, resources, and capabilities in regard to fire, rescue, and emergency medical services ("EMS"), on a basis of mutual advantage, to provide services and facilities in a manner most consistent with the geographic, economic, demographic, and other factors influencing their respective needs and the development of their respective and joint communities.

C. Each Party hereto maintains or contracts for the services, which may include paid or volunteer services, of a Fire Rescue Department with apparatus, firefighting equipment, EMS equipment, and firefighting, EMS, and administrative personnel.

D. The Parties acknowledge that incidents that include but are not limited to the requirement for firefighting, rescue, emergency medical services, special operations, and emergency/disaster relief occur without prior warning, without a set pattern or frequency, and without regard to life, limb, or property.

E. The Parties further recognize that there is a mutual advantage in providing automatic aid for closest unit response for life-threatening emergencies and cooperative use of the resources available among the affected Parties in order that lives and property may be saved.

F. In 2002, Broward County residents voted by Charter amendment to provide for the establishment and funding of communications infrastructure for fire and emergency medical services to facilitate closest unit response for life-threatening emergencies and support for regional specialty teams.

G. By and through this Agreement, the Parties intend to provide for automatic aid via closest unit response for life-threatening emergencies as defined herein as part of the normal day-to-day operations of all of the Parties while not providing such aid to subsidize normal day-to-day operations.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Parties, the Parties mutually covenant, promise, and agree as follows:

ARTICLE 1. PURPOSE AND INTENT

1.1. The Parties affirm the Recitals stated above as true and correct and incorporate them herein.

1.2. The stated purpose and intent of this Agreement is for the Parties to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities. This will be accomplished by automatic aid via closest unit response, as defined herein, in addition to the Automatic Aid Addendum agreements that allow for automatic aid between two or more Parties and that are above and beyond the parameters outlined by closest unit response.

1.3. Except to the extent inconsistent with this Agreement, nothing in this Agreement shall preclude or otherwise negate any existing sharing or mutual aid agreements, or agreements pertaining to the compensation or shared expenses of same, that may already exist or may be entered into between any of the Parties. The Parties may continue to enter into such sharing agreements and doing so will not constitute a violation or breach of this Agreement. To the extent anything in this Agreement conflicts with the provisions of any such sharing or Automatic Aid Agreements or other agreements pertaining to the compensation or shared expenses, the provisions of this Agreement shall govern.

ARTICLE 2. DEFINITIONS AND IDENTIFICATIONS

2.1 **Automatic Aid** means assistance dispatched automatically for one Party to one or more other Parties to lend assistance across jurisdictional boundaries for a particular incident.

2.2 **Automatic Aid Addendum** or **AAA** means a written agreement for Automatic Aid between two or more Parties to this Agreement.

2.3 **Available Unit** means a unit in an available status and within the specified estimated time of arrival for the applicable call (if any) from the incident as stated below and with the appropriate unit capabilities based upon the incident at issue, provided that if the applicable Automatic Aid Addendum between the applicable Parties in the incident at issue provides a broader definition of Available Unit, that broader definition shall apply for that incident. The following phases shall proceed in order, commencing with Phase 1, and proceeding to the next phase one calendar year

later unless the Fire Chiefs' Association of Broward County (FCABC), Inc. approve in writing an earlier or delayed progression to the next phase.

Phase	ETA to Incident	Dates of Phase
Phase 1	2 Minutes	Commencement until December 31, 2021
Phase 2	4 Minutes	January 1, 2021 until December 31, 2022
Phase 3	8 Minutes	January 1, 2022 until December 31, 2023
Phase 4	No time limitation	January 1, 2024 and thereafter

2.4 **Closest Unit Response or CUR** means lending assistance across jurisdictional boundaries by at least one (1) Available Unit to a Life-Threatening Emergency.

2.5 **Coverage** means the provision of fire protection and services, if needed, to another jurisdiction or geographic area.

2.6 **Life-Threatening Emergency** means the designated incident types that constitute a high priority call under the International Academy of Emergency Dispatch System for both medical and fire, as may be amended from time to time (currently, "Delta" and "Echo" calls).

2.7 **Mutual Aid** means assistance dispatched upon request by one Party to one or more other Parties, in which the lending party approves such request to lend assistance across jurisdictional boundaries for a particular incident.

2.8 **Responding Party** means the agency providing assistance to another agency that has declared an emergency incident.

2.9 **Requesting Party** means the agency requesting assistance from another agency to assist in mitigating an emergency incident.

2.10 **Special Operations** means a specialized response that includes personnel with specific training and knowledge, along with apparatus and equipment, designed to respond to incidents involving hazardous materials, technical rescue, marine, aircraft, water emergency, or other operations that require specialized training and knowledge for mitigation of the incident.

ARTICLE 3. EQUIPMENT AND STAFFING

3.1 **Fire Units** - Each Party must maintain its fire rescue apparatus, equipment, and accessories in good working order. A fire unit will be considered as the full combination of apparatus, equipment, accessories, and personnel assigned to said unit.

3.2 **EMS Units** - Each Party must maintain its EMS apparatus, equipment, and accessories in good working order. An EMS unit will be considered as the full combination of apparatus, equipment, accessories, and personnel assigned to said unit.

3.3 **EMS Licenses** - All EMS transport units must be licensed by the State of Florida and Broward County as required by applicable law. All EMS units must meet the Advanced Life

Support (ALS) requirements as outlined in Florida Administrative Code Section 64J-1.003, as amended from time to time.

3.4 Staffing - Unless otherwise agreed by applicable Parties in an applicable AAA, all responding units shall be staffed as follows, or augmented to be staffed as follows to fulfill the minimum staffing requirements:

- (a) Fire service units that consist of a fire engine company or a quintuple combination pumper ("quint") shall have at least three (3) state certified firefighter.
- (b) EMS Rescue units shall be staffed, at a minimum, with (i) two (2) state or nationally certified firefighter/paramedics, or (ii) one (1) firefighter/paramedic and one (1) firefighter/emergency medical technician.
- (c) EMS Medical units shall be staffed at a minimum with (i) two (2) state or nationally certified paramedics, or (ii) one (1) paramedic and one (1) emergency medical technician.
- (d) All other responding specialty apparatus and support units shall have appropriately trained and certified personnel for said unit.

ARTICLE 4. REQUEST FOR AID

4.1 An arrangement for Automatic Aid between two or more Parties to this Agreement shall be memorialized as an Automatic Aid Addendum. Any existing automatic aid agreement between two or more Parties that is in place as of the Effective Date of this Agreement and that provides equal or greater automatic aid than outlined in the parameters of this Agreement shall automatically be considered to be an AAA under this Agreement without further action, unless the Parties to that Automatic Aid Agreement agree otherwise in writing. Each AAA shall, at a minimum, specify the applicable apparatus and personnel to be provided and the designated areas for such aid.

4.2 By execution of this Agreement, each Party consents and commits to accept requests for Closest Unit Response from any applicable public safety answering point (PSAP). For any Life-Threatening Emergency (as defined in Section 2.6) originating from within the geographical boundaries of any Party, that Party shall be deemed the Requesting Party and the applicable PSAP shall dispatch units based upon Closest Unit Response parameters.

ARTICLE 5. RESPONSE TO REQUEST FOR AID

5.1 The Parties agree to provide aid to each other by responding to the fire, rescue situations, EMS calls, special operations emergencies, other emergencies, and disasters as requested by the Requesting Party subject to the terms, conditions, and understandings contained in this Agreement and any applicable agreement(s) between the relevant Parties (subject to Section 1.3 above).

5.2 Any Parties executing an AAA for Automatic Aid further agree to provide Automatic Aid as set forth in such AAA to the Parties to that AAA.

5.3 If a call for service originates from outside the geographical boundaries of a particular Party and that Party has Available Units ("Responding Party"), then the Responding Party shall accept and respond to a dispatch request for Closest Unit Response in the same manner as a call for service within the Responding Party's jurisdiction, except as may otherwise be modified by this Agreement.

5.4 The Parties recognize and agree that if, for any reason beyond the reasonable control of the Responding Party, the Available Unit(s) or other requested resources are unable to respond to the request for aid, the Responding Party shall not be liable or responsible in any regard whatsoever for such inability to respond.

5.5 In the event any Party has twelve (12) or more unjustified incidents of being unable to respond with an Available Unit under the parameters of CUR within a calendar year, upon written approval of the Fire Chiefs for the majority of the municipalities that both share a geographical boundary with that Party and are a Party to this Agreement, the Party demonstrating the failure to respond may be terminated as a Party to this Agreement upon sixty (60) days' prior written notice by any such neighboring municipality that is a Party to this Agreement. Any financial or other liabilities that accrued prior to the effective date of termination shall survive such termination of this Agreement.

5.6 Grounds justifying an inability to respond to a request for CUR include, but are not limited to, the following, provided that upon the resolution or removal of any of these grounds justifying an inability to respond, the Responding Party promptly contacts the PSAP and offers to provide the requested assistance:

- (a) The requested unit was inoperative;
- (b) The requested unit was dispatched in error and outside the parameters stated in the Broward County Closest Unit Response Project Charter at Section 4, Project/Service Description, as may be amended or otherwise modified by the applicable Broward County governance boards;
- (c) The requested unit was being utilized on another emergency call; or
- (d) The requested unit is prohibited as matter of federal or state law from providing aid outside the territorial limitations of their jurisdiction.

ARTICLE 6. CONTROL OF FIRE, RESCUE, EMS, AND SPECIAL OPERATIONS,

6.1 The Parties to this Agreement understand and agree that the Incident Command System ("ICS"), as defined by the National Incident Management System ("NIMS"), is the framework for controlling and managing emergency incidents within a given jurisdiction. The Incident Commander ("IC"), as defined within ICS under NIMS, is in charge of the incident and responsible

for tactical coordination of all personnel and equipment used to control an active incident.

6.2 Control of each Responding Party's personnel shall remain with each Responding Party as to the rendition of service, standards of performance, discipline of officers and employees, and other matters incident to the performance of services by the Responding Party's personnel.

6.3 The personnel of the Responding Party shall not be obligated to obey any order that an officer of the Responding Party reasonably believes to be either in violation of the laws of the State of Florida, United States, or the established rules and procedures of the Responding Party. The senior officer of the Responding Party may, in his or her judgment, instruct the personnel of the Responding Party that they are not obligated to comply with any order issued by another Party's personnel that said senior officer believes may result in a likelihood of unreasonable risk of death or bodily injury to the agents, officers, or employees of the Responding Party, or in a significant and substantial loss or damage to the Responding Party's equipment. In the event of said noncompliance, the senior officer will notify the other Party's individual who issued said order, and the senior officer will notify his or her supervisor of the Responding Party.

6.4 Communications at each incident to which a Responding Party is rendering aid shall be in accordance with the National Incident Management System guidelines, unless otherwise agreed by the applicable Parties.

ARTICLE 7. REIMBURSEMENT

7.1 All costs associated with providing aid as defined within this Agreement shall be the responsibility of the Responding Party except as otherwise expressly stated in this Agreement, the applicable AAA (if any), or another written agreement between the applicable Parties, or, for a declared emergency only, the applicable respective funding responsibilities per Federal Emergency Management Agency requirements. Any other agreements relating to payment for fire protection and emergency medical services shall remain in effect.

7.2 Except as otherwise expressly provided in this Agreement, each Party is solely responsible for the wages, salaries, cost of workers' compensation or other insurance premiums and benefits, and retirement and other job benefits to any of its employees or contractors, whether or not said persons provide any services to any other Party under this Agreement.

7.3 Except as otherwise expressly provided in this Agreement, the Responding Party furnishing any equipment pursuant to this Agreement shall bear the cost of any loss or damage to its equipment, and shall be solely responsible for any expenses incurred in the operation or maintenance of such equipment.

7.4 Any Responding Party that provides transport service may require reimbursement for the transport service from the transported patient to the extent permitted by law. The Responding Party will handle billing, insurance claims, and collection in accordance with their policies and procedures and any applicable laws and regulations, including the latest federal Medicare guidelines if applicable. The Requesting Party shall receive, upon request to the Responding

Party, a copy of any such invoices or other documentation, provided that neither Party shall use or disclose Protected Health Information (“PHI”) or Electronic Protected Health Information (“e-PHI”) except as permitted by the Health Insurance Portability and Accountability Act or the Health Information Technology for Economic and Clinical Health Act (“HITECH”), each as amended, and the regulations promulgated thereunder (collectively “HIPAA”), and any other applicable laws and regulations, all as may be amended from time to time.

ARTICLE 8. INDEMNIFICATION

8.1 To the extent permitted and as limited by Section 768.28, Florida Statutes, the Parties shall each individually defend any action or proceeding brought against their respective agency and shall be individually responsible for all of its own costs, attorney’s fees, expenses, and liabilities incurred as a result of any such claims, demands, suits, actions, damages, and causes of action, including the investigation of the defense thereof and any appellate proceedings, and from and against any orders, judgments, or decrees that may be entered as a result thereof.

8.2 Each Party shall bear its own responsibility and be liable for any claims, demands, suits, actions, damages, and causes of actions arising out of or occurring during travel to or from its own incident or emergency or from an incident or emergency covered by this Agreement.

8.3 The Parties agree that this Agreement does not require any Party to provide, nor entitle any Party to demand, indemnification, defense, or hold harmless relating to any claims, demands, damages, or causes of action that may be brought against any Party pursuant to this Agreement.

8.4 Any existing privileges and immunities, limitations from liability, exemptions from laws, ordinances, and rules, and all pensions, benefits, and other relief, disability, workers’ compensation, and other benefits that apply to the officers, agents, or employees of the Parties hereto when performing their respective functions and duties within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of those functions and duties of such officers, agents, or employees extraterritorially under the provisions of this Agreement.

ARTICLE 9. EFFECTIVE DATE; TERMINATION

9.1 This Agreement shall be effective as to each Party on the first day of the first calendar month after execution of this Agreement by that Party. The effectiveness of this Agreement does not require the execution by all or any minimum number of municipalities, but shall be effective as stated in this Section 9.1 for each executing Party after execution by that Party.

9.2 This Agreement may be terminated by any Party solely as to that Party’s participation in this Agreement upon no less than sixty (60) days’ prior written notice by the provision of such written notice to the entities stated in the Notices provision of this Agreement. Upon receipt of any notice of termination, the Fire Chiefs’ Association of Broward County shall promptly serve such notice upon all other Parties to this Agreement. The termination by any one Party pursuant

to this section shall have no effect upon the continuation of this Agreement as to the other remaining Parties.

ARTICLE 10. GENERAL CONDITIONS

10.1 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes, by any agency or political subdivision to which sovereign immunity or such rights or limitations may be applicable, nor shall nor anything included herein be construed as consent by any Party to be sued by third parties in any matter arising out of or relating to this Agreement. This section shall survive the termination of this Agreement.

10.2 No Third-Party Beneficiaries. The Parties do not intend to create or confer any rights or obligations in or upon any third party by this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties therefore acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement.

10.3 Independent Contractor. The Parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. No party or any agent, employee, subcontractor, or assignee of any Party may represent to another that it has the authority to bind the other Party unless specifically authorized in writing to do so. No right to any Party's retirement, leave benefits, or any other benefits of a Party's employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. Parties shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds, or insurance for any other Party or any other Party's officers, employees, agents, subcontractors, or assignees.

10.4 Equal Opportunity; Discrimination. The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex, or sexual orientation in the performance of the Parties' respective duties, responsibilities, and obligations under this interagency agreement.

10.5 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed on the signature pages below, and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as provided in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

10.6 Compliance with Law. Each Party shall comply with all applicable federal and state laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. This Agreement does not and shall not be deemed to relieve any Party of any of its obligations or responsibilities imposed by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more of the other Parties to this

Agreement, in which case performance provided hereunder may be offered in satisfaction of the obligation or responsibility.

10.7 Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, EACH OF THE PARTIES HEREBY EXPRESSLY WAIVES ANY RIGHTS THAT PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

10.8 Entirety of Agreement. Except as to any AAA or other Automatic Aid or Mutual Aid agreement between any of the Parties to this Agreement, this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understanding applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written, unless expressly permitted herein.

10.9 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.

10.10 Assignment. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any Party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from any other Party. Any attempt to assign this Agreement or any interest or obligation under this Agreement shall be null and void ab initio.

10.11 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include 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. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

10.12 Preparation of Agreement. The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete

understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort, the language agreed to herein expresses their mutual intent, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

10.13 Authority. Each person signing this Agreement on behalf of any Party warrants that he or she has full legal power and authority to execute this Agreement on behalf of that Party.

10.14 Materiality; Waiver. 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. A Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

10.15 Public Records. Each Party shall be individually responsible for compliance with the obligations of Chapter 119, Florida Statutes, for any public records made or received by that Party.

10.16 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document, addendum, or exhibit attached to or incorporated in this Agreement and any provision of Articles 1 through 10 of this Agreement, the provisions contained in Articles 1 through 10 shall prevail and be given effect.

10.17 Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of each Party. Any amendment to Automatic Aid Addendums (AAAs) shall require only the written approval by authorized representatives of the Parties to that particular AAA and shall not constitute an amendment to this Agreement.

10.18 Conflict Resolution. The Parties mutually agree that it is beneficial to have a conflict resolution policy in place as an incorporated element of this Agreement. If any Party is in conflict as to another Party relating to a dispute arising out of this Agreement or any provision thereof, an executive director/senior manager of each Party in conflict will meet within thirty (30) days after being notified of a conflict. The Parties in conflict will attempt to resolve the conflict at the senior management level without the need for further resolution, unless it is impractical or not feasible to resolve the issue at the negotiations level. If negotiations fail to resolve the issue, upon request by any Party in the conflict, the conflicting Parties shall mediate the issues by a Supreme Court Certified Circuit Civil Mediator in Broward County, Florida. Any such mediation shall occur within thirty (30) days after the date mediation is requested by a conflicting Party. The Mediator shall be agreed upon by the Parties in conflict by mutual agreement (if the Parties cannot agree,

each Party in the conflict shall select one (1) mediator, and the selected mediators shall agree upon the mediator that shall conduct the mediation, which may be any of the selected mediators or a different mediator entirely). The conflicting Parties shall pay the Mediator fees promptly and on an equal basis. Litigation may not be commenced by a Party until after any requested mediation has been (i) declared an impasse by the Mediator, (ii) terminated in writing by one or both of the Parties, or (iii) there is an immediate need for judicial relief of an emergency nature (i.e., the need for a temporary restraining order or preliminary injunction). Nothing in this section is intended to prejudice a Party's right to access the courts to obtain judicial relief or assistance; rather, this provision is created to facilitate resolution before litigation is initiated. Provided an appropriate Resolution has been issued by the governing body of the applicable Party and noticed to the applicable entities in compliance with Section 164.1052(1), Florida Statutes, compliance with the provisions of this section shall be deemed by the conflicting Parties to constitute full compliance with the conflict assessment phase obligations of the Parties under Section 164.1053(1), Florida Statutes. Unless the applicable Parties otherwise agree in writing, nothing in this section alleviates the Parties' obligations to comply with Section 164.1055, Florida Statutes, or any necessary notice obligations under Florida law.

10.19 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.

10.20 Recording. This Agreement and any subsequent amendments shall be recorded in the Official Records of Broward County.

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REGIONAL INTERLOCAL AGREEMENT
FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES, AND SPECIAL OPERATIONS
RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE

SHERIFF OF BROWARD COUNTY

By: _____
Sheriff of Broward County

Date: _____

Witnessed: _____

Witnessed: _____

Approved as to form and legal sufficiency:

By: _____
Terrence Lynch, General Counsel
Office of the General Counsel

Date: _____

NOTICE ADDRESS PER § 10.5:

Email address: _____

**REGIONAL INTERLOCAL AGREEMENT
FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES, AND SPECIAL
OPERATIONS RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE**

MUNICIPALITY

ATTEST:

CITY OF _____

CITY CLERK

By: _____
CITY MAYOR

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved
this First Amendment as to form and legal
sufficiency subject to execution by the Parties:

City Attorney

NOTICE ADDRESS FOR CITY OF _____ PER § 10.5:

Email address: _____

**REGIONAL INTERLOCAL AGREEMENT
FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES, AND SPECIAL
OPERATIONS RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE**

BROWARD COUNTY

WITNESS:

BROWARD COUNTY, by and through
its County Administrator

(Signature)

By _____
County Administrator

(Print Name of Witness)

____ day of _____, 2021

(Signature)

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

(Print Name of Witness)

NOTICE ADDRESS PER § 10.5:

Broward County Regional Emergency
Services and Communications
Attn: Director, Tracy Jackson
201 NW 84 Avenue
Plantation, Florida 33324
Fort Lauderdale, Florida 33301
Email address: tjackson@broward.org

By _____
René D. Harrod (Date)
Chief Deputy County Attorney

RDH
2021-08-20 Regional Automatic Aid Agreement
#473096.7



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-1002

Agenda Date: 11/16/2021

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 City's purchase of the CRA owned showmobile for \$25,000.00; terminating the existing Interlocal Agreement between the CRA and the City for the operation and management of the showmobile; approving a new Interlocal Agreement with the CRA for the City's staffing and management of special events within the CRA that may include the showmobile; authorizing execution of the Interlocal Agreement; providing for implementation, conflicts and an effective date. (Funds from Account #001-7005-579-60-41 - Automotive Equipment)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$25,000

Account Name: Automotive Equipment

Account Number: 001-7005-579-60-41

Background/History

The Deerfield Beach CRA purchased a showmobile mobile stage in 2012 to be used for CRA special events, including the 4th of July Celebration, Ocean Way Holiday and one other annual event as determined by the CRA Board. That same year, the CRA and the City entered into an Interlocal Agreement wherein the City was allowed to use the showmobile for special events outside the CRA and the CRA could use City staff to manage the stage at CRA sponsored special events.

The CRA no longer has a need to own this type of equipment as CRA special events now more frequently use a structural sound stage rather than the mobile stage. The current Interlocal Agreement for the Use and Management of the Showmobile between the City of Deerfield Beach and the Deerfield Beach Community Redevelopment Agency allows the parties to terminate the agreement with 30 days notice without cause. Both parties have had staff level discussions and are amenable to terminating this agreement.

The showmobile was purchased as a new vehicle for \$160,143. CRA staff have researched the actual market value of the showmobile and, based on comparative mobile stages for sale on the market today, the stage is estimated at \$25,000.

Current Activity

An identical item to this was brought before the CRA Board at its October 12th meeting and was approved by the CRA Board. In addition to the purchase, this item recommends terminating the existing ILA with the CRA and entering into a new interlocal agreement for future management of special events in the CRA District, including the 4th of July Celebration, Ocean Way Holiday and one other event each year, as determined by the CRA Board. The Interlocal Agreement specifies an annual payment from the CRA to the City on an annual basis in the amount of \$7,500 for City staffing and management of these three events and the use of the showmobile at these events if so desired.

Recommendation

Staff recommends approval of this item.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING THE CITY'S PURCHASE OF THE CRA OWNED SHOWMOBILE FOR \$25,000.00; TERMINATING THE EXISTING INTERLOCAL AGREEMENT BETWEEN THE CRA AND THE CITY FOR THE OPERATION AND MANAGEMENT OF THE SHOWMOBILE; APPROVING A NEW INTERLOCAL AGREEMENT WITH THE CRA FOR THE CITY'S STAFFING AND MANAGEMENT OF SPECIAL EVENTS WITHIN THE CRA THAT MAY INCLUDE THE SHOWMOBILE; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT; PROVIDING FOR IMPLEMENTATION, CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, the Deerfield Beach Community Redevelopment Agency (the "CRA") purchased a new showmobile mobile stage in 2012 for \$165,000 (the "Showmobile") to be used for CRA special events, including the 4th of July Celebration, Ocean Way Holiday and one other annual event as determined by the CRA Board; and

WHEREAS, the City of Deerfield Beach and the CRA entered into an Interlocal Agreement, effective October 1, 2012, for the operation, maintenance and use of the Showmobile owned by the CRA, including the City's use of the Showmobile (the "ILA"); and

WHEREAS, the CRA no longer has a need to own this type of equipment as the CRA special events now more frequently use a structural sound stage rather than the mobile stage; and

WHEREAS, the City of Deerfield Beach has uses for the Showmobile outside the CRA and the resources to operate and maintain the Showmobile both inside and outside of the CRA; and

WHEREAS, staff researched the market value of the Showmobile, and, based on comparative mobile stages for sale in the market today, staff estimates the total market value at \$25,000; and

WHEREAS, City staff recommends the City's purchase of the Showmobile from the CRA for \$25,000 (the "Showmobile Purchase"); and

WHEREAS, the ten year term of the ILA is scheduled to end on September 30, 2022, and the ILA allows the parties to terminate the agreement with 30 days notice without cause; and

WHEREAS, City staff recommends terminating the existing ILA for convenience and entering into a new Interlocal Agreement with the CRA, attached as Exhibit "A", for future management of special events in the CRA (including 4th of July, Ocean Way Holiday and one other event each year, as determined by the CRA Board) for a five year term, with three one (1) year renewal options (the "Interlocal Agreement"); and

WHEREAS, the City staff and CRA staff agree that an annual payment to the City of \$7,500 is fair, reasonable and adequate for the City's staffing and management of these three special events per year in the CRA.

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 Showmobile Purchase by the City for the amount of \$25,000 is hereby approved.

Section 3. The City hereby approves terminating the existing ILA with the CRA for convenience.

Section 4. The City hereby approves the Interlocal Agreement with the CRA, attached as Exhibit "A," that provides for the operation, maintenance and use of a showmobile owned by the City, including use of the Showmobile for the CRA special events.

Section 5. The City Manager is hereby authorized to execute the Interlocal Agreement, attached as Exhibit "A", together with such additional terms and conditions that are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 6. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution, including but not limited to executing the documents necessary to effectuate the Showmobile Purchase by the City.

Section 7. All resolutions, or parts of resolutions, in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 8. 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

EXHIBIT A

AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF DEERFIELD BEACH (the “City”) and the CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY (the “CRA”), as follows:

WHEREAS, the CRA purchased a new showmobile mobile stage in 2012 (the “Showmobile”) to be used for CRA special events, including the 4th of July Celebration, Ocean Way Holiday and one other annual event as determined by the CRA Board; and

WHEREAS, the CRA and the City entered into an Interlocal Agreement, effective October 1, 2012, for the operation, maintenance and use of the Showmobile owned by the CRA (the “ILA”); and

WHEREAS, the ten year term of the ILA is scheduled to end on September 30, 2022, and the ILA allows the parties to terminate the agreement with 30 days notice without cause; and

WHEREAS, the CRA no longer has a need to own the Showmobile as the CRA special events now more frequently use a structural sound stage rather than the mobile stage; and

WHEREAS, the City of Deerfield Beach has uses for the Showmobile outside the CRA and the resources to operate and maintain the Showmobile both inside and outside of the CRA; and

WHEREAS, the CRA and the City estimate that the total market value of the Showmobile in its current condition is approximately \$25,000; and

WHEREAS, the CRA desires to sell, and the City desires to purchase, the Showmobile for \$25,000; and

WHEREAS, the CRA desires to enter into an Interlocal Agreement for the City to manage and operate CRA special events, including the 4th of July Celebration, Ocean Way Holiday and one other annual event as determined by the CRA Board, and, if requested by the CRA, provide for the use of the Showmobile at CRA special events managed and operated by the City; and

WHEREAS, the parties wish to enter into this Agreement for their mutual benefit and for the benefit of the CRA district.

NOW THEREFORE, be it agreed by and between the parties as follows:

SECTION 1. The above WHEREAS clauses are true and correct and incorporated into this Agreement.

SECTION 2. Within 30 days of execution of this Agreement, the CRA deliver possession of the Showmobile to the City, and the City shall make payment to the CRA in the amount of \$25,000 (the “Payment”). Upon the CRA’s receipt of the Payment, the CRA shall take all actions necessary, including executing the necessary documents, to transfer ownership of the Showmobile to the City.

SECTION 3. The City shall provide City staffing and management of three special events in the CRA per year, including 4th of July, Ocean Way Holiday and one other event each year, as determined by the CRA Board, (collectively, the “Special Events”). As compensation for the CITY’s staff and expertise in operating the Special Events within the CRA, the CRA shall pay the City a fixed annual fee of \$7,500.

SECTION 4. The CRA may request the use of the Showmobile for any of the Special Events. Upon reasonable notice to the CITY from the CRA, the CITY shall provide the staff and expertise to operate the Showmobile for the Special Events in the CRA district.

SECTION 5. The CRA will be responsible for all repairs associated with the Showmobile that are required as a result of the CRA’s use of the Showmobile, normal wear and tear excepted.

SECTION 6. The Showmobile shall be insured under the City’s insurance policy.

SECTION 7. The term of this Agreement shall be for a period of five (5) years, commencing October 1, 2021, provided that either party may terminate this Agreement for convenience upon 30 calendar day’s written notice to the other party. The parties may renew this Agreement for three, one year renewal periods thereafter upon mutual written agreement by the CRA Director and City Manager.

SECTION 8. The administrator for the CITY, to whom all notices provided for herein shall be Teresa Rynard, Director of Parks and Recreation or designee; and the administrator for the CRA, to whom all notices provided for herein shall be Kris Mory, CRA Director or designee.

SECTION 9. This is a full agreement by the parties and no provisions shall be altered or amended in any way except by written agreement executed by the parties.

SECTION 10. This Agreement has been drafted by Anthony C. Soroka, counsel for the CITY and counsel for the CRA, and the parties, by execution of this Agreement, hereby acknowledge that factor and waive any conflict.

SECTION 11. This Agreement supersedes the existing ILA between the parties, and the ILA shall hereby be deemed terminated for convenience by the parties, as of October 1, 2021, and of no further force and effect.

SECTION 12. This Agreement shall be deemed effective as of October 1, 2021.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

CITY OF DEERFIELD BEACH

ATTEST:

By: _____
BILL GANZ, MAYOR

Date: _____

SAMANTHA GILLYARD, CITY CLERK

**DEERFIELD BEACH COMMUNITY
REDEVELOPMENT AGENCY**

ATTEST:

By: _____
BILL GANZ, CHAIR

Date: _____

SAMANTHA GILLYARD, CLERK



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-980

Agenda Date: 11/16/2021

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 #21-40-JW for athletic field maintenance services; authorizing execution of an agreement with Juniper Landscaping of Florida, LLC, the lowest priced responsive and responsible bidder, in an amount not to exceed \$99,552.91; providing for implementation and an effective date. (Funds from Account #001-7020-539-32-24 - Sports Turf Maintenance)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$99,552.91

Account Name: Sports Turf Maintenance

Account Number: 001-7020-539-32-24

Background/History

On August 10, 2021, the City issued an Invitation To Bid in e-Procurement Marketplace to procure Athletic Field Maintenance Services on a total of 13 athletic fields, consisting of two football fields, two multi-purpose fields, and nine baseball fields. The total acreage of the 13 fields to be maintained is approximately 21 acres. The maintenance services include disease and weed control, fertilization, soil testing, verticutting, and nematode control based on formulated service frequency (collectively, the "Services").

Integrated Pest Management ("IPM") practices is a sustainable approach that combines the use of prevention, avoidance, monitoring and suppression strategies in a way that minimizes economic, health, and environmental risks. IPM will be implemented for the treatment of damaging insects and diseases to the City's fields. Incidental application of pesticide will be done as needed and fire ant control (granular or powder insecticide) upon discovery of active mounds. The contractor will conduct soil testing and make adjustments for pH, phosphorous, and potassium needs. Vericutting will be evaluated and a schedule recommendation will be implemented.

Current Activity

The City's goal is to have weed and disease-free conditions in all areas covered under this contract and the contractor is responsible for keeping all athletic fields in such conditions. The City has contracted this service for the past 10 years; however, the scope of work was re-evaluated to adjust to the City's current needs.

The Purchasing and Contract Administration Division issued Invitation to Bid #21-40-JW for Athletic Field Maintenance Services (the "ITB"). This formal competitive solicitation process is in accordance with the City of Deerfield Beach procurement requirements. The ITB was advertised in the legal notices section of the Sun-Sentinel on August 10, 2021. The notice was also sent to one hundred 130 prospective Offeror's via the e-Procurement Marketplace. Fourteen vendors viewed the documents of the ITB. On September 10, 2021 at 1:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed two bids. The bids were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the ITB requirements. The apparent lowest bidder, Juniper Landscaping of Florida, LLC ("Juniper") met all the ITB requirements. The Purchasing and Contract Administration Division reviewed the response and discussed it with the Parks and Recreation Department and concluded that Juniper's response met all the requirements of the ITB.

Recommendation

City staff recommends the City Commission award the ITB and corresponding contract to Juniper Landscaping of Florida, LLC, in an amount not to exceed \$99,552.91.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF INVITATION TO BID #21-40-JW FOR ATHLETIC FIELD MAINTENANCE SERVICES; AUTHORIZING EXECUTION OF AN AGREEMENT WITH JUNIPER LANDSCAPING OF FLORIDA, LLC, THE LOWEST PRICED RESPONSIVE AND RESPONSIBLE BIDDER, IN AN AMOUNT NOT TO EXCEED \$99,552.91; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) requires the services of a qualified contractor for athletic field maintenance services for 13 of the City’s athletic fields (the “Services”); and

WHEREAS, the City issued Invitation to Bid No. 21-40-JW for Athletic Field Maintenance Services (the “ITB”); and

WHEREAS, the ITB was issued in e-Procurement Marketplace on August 10, 2021, and the notice was also sent to 130 prospective bidders via the e-Procurement Marketplace; and

WHEREAS, 14 vendors viewed the ITB documents; and

WHEREAS, on September 10, 2021 at 1:00 p.m., the ITB due date and time, the Purchasing and Contract Division (the “Division”) closed and unsealed the two 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 Juniper Landscaping of Florida, LLC (“Juniper”), the apparent low bidder, discussed it with the Parks and Recreation Department, and concluded that Juniper met all the requirements of the ITB; and

WHEREAS, the Division recommends that the City Commission approve the award of the ITB to Juniper, the lowest responsive and responsible bidder to the ITB, and authorize execution of an agreement with Juniper for the Services in an amount not to exceed \$99,552.91 (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 Juniper for the Services.

Section 3. The City Manager is hereby authorized to execute the Agreement with Juniper for the Services in an amount not to exceed \$99,552.91, consistent with the terms of the

ITB, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Memorandum

TO: Teresa Rynard, Director of Parks and Recreation

FROM: Jeremin Worlds, Senior Buyer

THRU: Ivelsa Guzman, Purchasing Manager

DATE: September 17, 2021

SUBJECT: Athletic Field Maintenance Services, ITB #21-40-JW

The Purchasing and Contract Administration Division issued a Request for Invitation to Bid (ITB) for Athletic Field Maintenance Services, Invitation to Bid #21-40-JW. This formal solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the solicitation process are as follows:

- The ITB was issued in e-Procurement Marketplace on August 10, 2021.
- The notice was also sent to one hundred and thirty (130) prospective Offerors via the e-Procurement Marketplace.
- On August 28, 2021 the original ITB closing time was extended from August 30, 2021 to September 10, 2021.
- Fourteen (14) vendors viewed the documents of the ITB.
- On September 10, 2021 at 1:00 p.m. EDT, the Purchasing and Contract Administration Division closed and unsealed two (2) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the ITB requirements.
- Based on the review, Juniper Landscaping of Florida, LLC, provided pricing based on an annual frequency. Juniper Landscaping of Florida LLC was contacted for a breakdown of their pricing based on the required frequency per the ITB. A response was received on September 14, 2021, response attached.
- The apparent low Offeror Juniper Landscaping of Florida, LLC, met all the ITB requirements.
- The Purchasing and Contract Administration Division discussed the responses with Mike Pursell, Superintendent of Parks, Parks and Recreation and concluded that the City, in its best interest, recommends awarding a contract to Juniper Landscaping of Florida, LLC.

Documentation related to this ITB 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, Juniper Landscaping of Florida, LLC is the lowest, responsive and responsible Offeror; therefore, recommendation of this contract will be to Juniper Landscaping of Florida, LLC.

Att. Tabulation Sheet, Bid Summary, Juniper Pricing Strategy, Recommended Offerors Submittal, Scope of Work

c: Mike Pursell, Superintendent of Parks, Parks and Recreation
Ivelsa Guzman, Purchasing Manager

Event Number	21-40-JW	Organization	City of Deerfield Beach
Event Title	Athletic Field Maintenance Services	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach invites qualified and experienced vendors to submit bids to provide the City with athletic field maintenance services at City maintained and/or owned athletic fields throughout the City.	Event Owner	Jeremin Worlds jworlds@deerfield-beach.com
Event Type	ITB (Commodity)	Email	(954) 480-4415
Issue Date	8/10/2021 03:54:15 PM (ET)	Phone	(954) 480-4388
Close Date	9/10/2021 01:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Juniper Landscaping of Florida L	Ft Myers	FL	9/7/2021 11:57:33 AM (ET)	48	\$99,552.91
Haverland AG Innovations	LAKE WORTH	FL	9/10/2021 11:57:56 AM (ET)	48	\$140,964.99

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

Line #	Description	QTY	UOM	Haverland AG Innovations		Juniper Landscaping of Florida LLC	
				Total Price	\$140,964.99	Total Price	99,552.91
				Unit	Extended	Unit	Extended
1	West Side Park: Football Field	1	Lump Sum	<u>\$10,001.38</u>	\$10,001.38	\$15,936.24	\$15,936.24
1.1	Weekly Disease and Weed Control	1	ea	<u>\$203.59</u>		\$4,414.64	
1.2	Quarterly Fertilization	1	ea	<u>\$1,575.62</u>		\$3,950.38	
1.3	Weekly Integrated Pest Management (IPM)	1	wkly	<u>\$70.17</u>		\$1,040.00	
1.4	Quarterly Soil Testing	1	ea	\$215.00		<u>\$1.00</u>	
1.5	Verticutting - As Needed	1	ea	\$1,800.00		<u>\$1,181.50</u>	
1.6	Nematode Control- Semi Annually	1	ea	\$6,137.00		<u>\$5,348.72</u>	
2	West Side Park: Baseball Fields	3	Lump Sum	\$12,800.88	\$38,402.64	<u>\$6,062.89</u>	\$18,188.67
2.1	Weekly Disease and Weed Control	1	ea	<u>\$260.60</u>		\$1,693.87	
2.2	Quarterly Fertilization	1	ea	\$2,016.72		<u>\$1,515.74</u>	
2.3	Weekly Integrated Pest Management (IPM)	1	wkly	<u>\$89.82</u>		\$347.00	
2.4	Quarterly Soil Testing	1	ea	\$274.38		<u>\$0.01</u>	
2.5	Verticutting - As Needed	1	ea	\$2,304.00		<u>\$454.00</u>	
2.6	Nematode Control - Semi-Annually	1	ea	\$7,855.36		<u>\$2,052.27</u>	
3	West Side Park: Multi-Purpose Field	1	Lump Sum	<u>\$8,001.70</u>	\$8,001.70	\$8,381.46	\$8,381.46
3.1	Weekly Disease and Weed Control	1	ea	<u>\$163.20</u>		\$2,175.56	
3.2	Quarterly Fertilization	1	ea	<u>\$1,260.80</u>		\$1,946.77	
3.3	Weekly Integrated Pest Management (IPM)	1	wkly	<u>\$56.10</u>		\$1,040.00	
3.4	Quarterly Soil Testing	1	ea	\$172.00		<u>\$1.00</u>	
3.5	Verticutting - As Needed	1	ea	\$1,440.00		<u>\$582.25</u>	
3.6	Nematode Control - Semi-Annually	1	ea	\$4,909.60		<u>\$2,635.88</u>	
4	Pioneer Park: Baseball Field	1	Lump Sum	<u>\$7,258.84</u>	\$7,258.84	\$10,238.32	\$10,238.32
4.1	Weekly Disease and Weed Control	1	ea	<u>\$205.00</u>		\$3,171.63	
4.2	Quarterly Fertilization	1	ea	<u>\$1,501.00</u>		\$3,255.51	
4.3	Weekly Integrated Pest Management (IPM)	1	wkly	<u>\$77.20</u>		\$1,040.00	
4.4	Quarterly Soil Testing	1	ea	\$146.16		<u>\$1.00</u>	
4.5	Verticutting - As Needed	1	ea	\$1,359.33		<u>\$848.83</u>	
4.6	Nematode Control - Semi-Annually	1	ea	\$3,970.15		<u>\$1,921.35</u>	
5	Middle School Athletic Complex: Football Field	1	Lump Sum	<u>\$10,291.44</u>	\$10,291.44	\$10,492.40	\$10,492.40
5.1	Weekly Disease and Weed Control	1	ea	<u>\$216.27</u>		\$3,414.20	
5.2	Quarterly Fertilization	1	ea	<u>\$1,453.80</u>		\$3,055.15	
5.3	Weekly Integrated Pest Management (IPM)	1	wkly	<u>\$66.45</u>		\$1,040.00	
5.4	Quarterly Soil Testing	1	ea	\$293.70		<u>\$1.00</u>	

Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
5.5	Verticutting - As Needed	1	ea	\$1,519.80		<u>\$913.75</u>	
5.6	Nematode Control- Semi-Annually	1	ea	\$6,741.42		<u>\$2,068.30</u>	
6	Middle School Athletic Complex: Baseball Fields	4	Lump Sum	<u>\$12,748.89</u>	\$50,995.56	\$19,372.32	\$19,372.32
6.1	Weekly Disease and Weed Control	1	ea	<u>\$265.42</u>		\$6,621.96	
6.2	Quarterly Fertilization	1	ea	<u>\$1,784.34</u>		\$5,925.57	
6.3	Weekly Integrated Pest Management (IPM)	1	wkly	<u>\$81.56</u>		\$1,040.00	
6.4	Quarterly Soil Testing	1	ea	\$356.00		<u>\$1.00</u>	
6.5	Verticutting - As Needed	1	ea	\$1,988.00		<u>\$1,772.25</u>	
6.6	Nematode Control- Semi-Annually	1	ea	\$8,273.57		<u>\$4,011.54</u>	
7	Quiet Waters Park: Baseball Field	1	Lump Sum	\$3,007.33	\$3,007.33	<u>\$6.00</u>	\$6.00
7.1	Weekly Disease and Weed Control	1	ea	\$25.00		<u>\$1.00</u>	
7.2	Quarterly Fertilization	1	ea	\$462.93		<u>\$1.00</u>	
7.3	Weekly Integrated Pest Management (IPM)	1	wkly	\$22.00		<u>\$1.00</u>	
7.4	Quarterly Soil Testing	1	ea	\$68.00		<u>\$1.00</u>	
7.5	Verticutting - As Needed	1	ea	\$727.50		<u>\$1.00</u>	
7.6	Nematode Control - Semi-Annually	1	ea	\$1,701.90		<u>\$1.00</u>	
8	Quiet Waters Park: Multi-Purpose Field	1	Lump Sum	<u>\$13,006.10</u>	\$13,006.10	\$16,937.50	\$16,937.50
8.1	Weekly Disease and Weed Control	1	ea	<u>\$289.75</u>		\$5,240.40	
8.2	Quarterly Fertilization	1	ea	<u>\$2,222.00</u>		\$5,379.00	
8.3	Weekly Integrated Pest Management (IPM)	1	wkly	<u>\$105.10</u>		\$1,040.00	
8.4	Quarterly Soil Testing	1	ea	\$315.25		<u>\$1.00</u>	
8.5	Verticutting - As Needed	1	ea	\$1,905.00		<u>\$1,402.50</u>	
8.6	Nematode Control - Semi-Annually	1	ea	\$8,169.00		<u>\$3,874.60</u>	

Juniper Landscaping of Florida LLC Pricing Strategy

				Juniper Landscaping of Florida LLC				
				Total Price	\$157,669.87	Total Price	\$99,552.91	
Line #	Description	QTY	UOM	Unit	Extended	Juniper Frequency	Price Per Occurance	Juniper Extended
1	West Side Park: Football Field	1	Lump Sum	\$15,936.24	\$15,936.24			\$ 15,936.24
1.1	Weekly Disease and Weed Control	1	ea	\$4,414.64		Weekly	\$ 84.90	\$ 4,414.64
1.2	Quarterly Fertilization	1	ea	\$3,950.38		Quarterly	\$ 987.60	\$ 3,950.38
1.3	Weekly Integrated Pest Management (IPM)	1	wkly	\$1,040.00		Weekly	\$ 20.00	\$ 1,040.00
1.4	Quarterly Soil Testing	1	ea	\$1.00		Quarterly	\$ 0.25	\$ 1.00
1.5	Verticutting - As Needed	1	ea	\$1,181.50		As Needed	\$ 1,181.50	\$ 1,181.50
1.6	Nematode Control- Semi Annually	1	ea	\$5,348.72		Semi-Annually	\$ 2,674.36	\$ 5,348.72
2	West Side Park: Baseball Fields	3	Lump Sum	\$6,062.89	\$18,188.67		3.00	\$ 18,188.67
2.1	Weekly Disease and Weed Control	1	ea	\$1,693.87		Weekly	\$ 32.57	\$ 1,693.87
2.2	Quarterly Fertilization	1	ea	\$1,515.74		Quarterly	\$ 378.94	\$ 1,515.74
2.3	Weekly Integrated Pest Management (IPM)	1	wkly	\$347.00		Weekly	\$ 6.67	\$ 347.00
2.4	Quarterly Soil Testing	1	ea	\$0.01		Quarterly	\$ 0.00	\$ 0.01
2.5	Verticutting - As Needed	1	ea	\$454.00		As Needed	\$ 454.00	\$ 454.00
2.6	Nematode Control - Semi-Annually	1	ea	\$2,052.27		Semi-Annually	\$ 1,026.14	\$ 2,052.27
3	West Side Park: Multi-Purpose Field	1	Lump Sum	\$8,381.46	\$8,381.46			\$ 8,381.46
3.1	Weekly Disease and Weed Control	1	ea	\$2,175.56		Weekly	\$ 41.84	\$ 2,175.56
3.2	Quarterly Fertilization	1	ea	\$1,946.77		Quarterly	\$ 486.69	\$ 1,946.77
3.3	Weekly Integrated Pest Management (IPM)	1	wkly	\$1,040.00		Weekly	\$ 20.00	\$ 1,040.00
3.4	Quarterly Soil Testing	1	ea	\$1.00		Quarterly	\$ 0.25	\$ 1.00
3.5	Verticutting - As Needed	1	ea	\$582.25		As Needed	\$ 582.25	\$ 582.25
3.6	Nematode Control - Semi-Annually	1	ea	\$2,635.88		Semi-Annually	\$ 1,317.94	\$ 2,635.88
4	Pioneer Park: Baseball Field	1	Lump Sum	\$10,238.32	\$10,238.32			\$ 10,238.32
4.1	Weekly Disease and Weed Control	1	ea	\$3,171.63		Weekly	\$ 60.99	\$ 3,171.63
4.2	Quarterly Fertilization	1	ea	\$3,255.51		Quarterly	\$ 813.88	\$ 3,255.51
4.3	Weekly Integrated Pest Management (IPM)	1	wkly	\$1,040.00		Weekly	\$ 20.00	\$ 1,040.00
4.4	Quarterly Soil Testing	1	ea	\$1.00		Quarterly	\$ 0.25	\$ 1.00
4.5	Verticutting - As Needed	1	ea	\$848.83		As Needed	\$ 848.83	\$ 848.83
4.6	Nematode Control - Semi-Annually	1	ea	\$1,921.35		Semi-Annually	\$ 960.68	\$ 1,921.35
5	Middle School Athletic Complex: Football Field	1	Lump Sum	\$10,492.40	\$10,492.40			\$ 10,492.40
5.1	Weekly Disease and Weed Control	1	ea	\$3,414.20		Weekly	\$ 65.66	\$ 3,414.20

Line #	Description	QTY	UOM	Unit	Extended	Juniper Frequency	Price Per Occurance	Juniper Extended
5.2	Quarterly Fertilization	1	ea	\$3,055.15		Quarterly	\$ 763.79	\$ 3,055.15
5.3	Weekly Integrated Pest Management (IPM)	1	wkly	\$1,040.00		Weekly	\$ 20.00	\$ 1,040.00
5.4	Quarterly Soil Testing	1	ea	<u>\$1.00</u>		Quarterly	\$ 0.25	\$ 1.00
5.5	Verticutting - As Needed	1	ea	<u>\$913.75</u>		As Needed	\$ 913.75	\$ 913.75
5.6	Nematode Control- Semi-Annually	1	ea	<u>\$2,068.30</u>		Semi-Annually	\$ 1,034.15	\$ 2,068.30
6	Middle School Athletic Complex: Baseball Fields	4	Lump Sum	\$19,372.32	\$77,489.28		4.00	\$ 19,372.32
6.1	Weekly Disease and Weed Control	1	ea	\$6,621.96		Weekly	\$ 31.84	\$ 1,655.49
6.2	Quarterly Fertilization	1	ea	\$5,925.57		Quarterly	\$ 370.35	\$ 1,481.39
6.3	Weekly Integrated Pest Management (IPM)	1	wkly	\$1,040.00		Weekly	\$ 5.00	\$ 260.00
6.4	Quarterly Soil Testing	1	ea	<u>\$1.00</u>		Quarterly	\$ 0.06	\$ 0.25
6.5	Verticutting - As Needed	1	ea	<u>\$1,772.25</u>		As Needed	\$ 443.06	\$ 443.06
6.6	Nematode Control- Semi-Annually	1	ea	<u>\$4,011.54</u>		Semi-Annually	\$ 501.44	\$ 1,002.89
7	Quiet Waters Park: Baseball Field	1	Lump Sum	<u>\$6.00</u>	\$6.00			\$ 6.00
7.1	Weekly Disease and Weed Control	1	ea	<u>\$1.00</u>		Weekly	\$ 0.02	\$ 1.00
7.2	Quarterly Fertilization	1	ea	<u>\$1.00</u>		Quarterly	\$ 0.25	\$ 1.00
7.3	Weekly Integrated Pest Management (IPM)	1	wkly	<u>\$1.00</u>		Weekly	\$ 0.02	\$ 1.00
7.4	Quarterly Soil Testing	1	ea	<u>\$1.00</u>		Quarterly	\$ 0.25	\$ 1.00
7.5	Verticutting - As Needed	1	ea	<u>\$1.00</u>		As Needed	\$ 1.00	\$ 1.00
7.6	Nematode Control - Semi-Annually	1	ea	<u>\$1.00</u>		Semi-Annually	\$ 0.50	\$ 1.00
8	Quiet Waters Park: Multi-Purpose Field	1	Lump Sum	\$16,937.50	\$16,937.50			\$ 16,937.50
8.1	Weekly Disease and Weed Control	1	ea	\$5,240.40		Weekly	\$ 100.78	\$ 5,240.40
8.2	Quarterly Fertilization	1	ea	\$5,379.00		Quarterly	\$ 1,344.75	\$ 5,379.00
8.3	Weekly Integrated Pest Management (IPM)	1	wkly	\$1,040.00		Weekly	\$ 20.00	\$ 1,040.00
8.4	Quarterly Soil Testing	1	ea	<u>\$1.00</u>		Quarterly	\$ 0.25	\$ 1.00
8.5	Verticutting - As Needed	1	ea	<u>\$1,402.50</u>		As Needed	\$ 1,402.50	\$ 1,402.50
8.6	Nematode Control - Semi-Annually	1	ea	<u>\$3,874.60</u>		Semi-Annually	\$ 1,937.30	\$ 3,874.60

\$ 99,552.91



21-40-JW

Juniper Landscaping of Florida LLC

Supplier Response

Event Information

Number: 21-40-JW
Title: Athletic Field Maintenance Services
Type: Invitation to Bid
Issue Date: 8/10/2021
Deadline: 9/10/2021 01:00 PM (ET)
Notes: The City of Deerfield Beach invites qualified and experienced vendors to submit bids to provide the City with athletic field maintenance services at City maintained and/or owned athletic fields throughout the City.

Contact Information

Contact: Jeremin Worlds, Senior Buyer
Address: Purchasing Division
A

2nd
401 SW 4th St.
Deerfield Beach, FL 33441
Phone: 954 (480) 4415
Fax: 954 (480) 4388
Email: jworlds@deerfield-beach.com

Juniper Landscaping of Florida LLC Information

Address: 5880 Staley Road
Ft Myers, FL 33905
Phone: (239) 561-5980

By submitting your response, you certify that you are authorized to represent and bind your company.

Ricardo Peraza

Signature

Submitted at 9/7/2021 10:57:33 AM

ricardo.peraza@juniperlandscaping.com

Email

Requested Attachments

Executive Summary

Local Executive Summaries_.pdf

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

Experience and Qualifications

Experience & Qualification.pdf

Describe the entities experience and qualifications. Include resumes of key individuals and staff. Provide information on how your firm meets or exceeds the minimum qualifications required.

Operations Plan and Approach

Operational Plan & Approach.pdf

Describe in detail how the required services will be executed. Include information related, but not limited to, operations, management, timeframes and scheduling, communicating with the City, reporting methods, employee training and safety, and invoicing.

Certified Business Entity (CBE) Certification

No response

Submit a copy of your firms CBE Certification or your identified subcontractor's CBE Certification if claiming your firm is a CBE pursuant to the City's Disadvantaged Business Enterprise Program. Please reference Section III – General Terms and Conditions, Article 21.

Proof of Insurability

Juniper-Landscaping-_Juniper-Landsca_21-22-GL,-Auto,_6-30-2021_2044548988_1.pdf

Provide proof of insurability meeting the minimum insurance requirements stated in the Insurance Requirements. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.

Copies of Applicable Licenses and Certifications

1288_001.pdf

Submit copies of any required licenses and/or certifications that are required to perform the work, applicable to the work, or relative to supporting your firm's qualifications.

Business Tax Receipt

2021-2022 Juniper Landscaping Lawn Maitenance - Business Tax Receipt 051110.pdf

Submit a copy of your firms local business tax receipt for the principal place of business regardless of location.

Attachment A – Vendor Performance Reference Verification Survey Form

Juniper Reference Letter.pdf

Offerors shall complete the Vendor Performance Reference Verification Survey Form. The Vendor Performance Reference Verification Survey Form shall be completed by your five (5) references and provide it with your Response Attachments.

Material Safety Data Sheets (MSDS)

MSDS.docx

Provide MSDS on all products to be used for weed/pest control.

Attachment B - E-Verify Compliance Verification Form.

1320_001.pdf

OFFERORS SHALL COMPLETE THIS E-VERIFY COMPLIANCE VERIFICATION FORM AND PROVIDE IT WITH YOUR RESPONSE ATTACHMENTS.

a. Include a listing of all campaign contributions to a City Commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Bid Attributes

1	Drug-Free Workplace Programs Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does: (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1). (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. Yes
2	Indemnification To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement. ☒ I Affirm (Vendor Indemnifies City)

3 Non-Collusive Affirmation

1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation;
 2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response;
 3. Such response is genuine and is not a collusive or sham response;
 4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirmant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
 5. The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirmant.
- ☒ I Affirm (Non-Collusion Affirmed)

4 Convicted / Suspended / Discriminatory / Complaints Vendor Lists

An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration.

A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list.

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES:

Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes]

Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code)

Discriminatory Vendor List

Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code.

Vendor Complaint List (end list)

Offeror affirms that they are not one any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.

☒ I affirm (Affirmed)

5 Local Vendor Affirmation

1. Vendor affirms it has a principal place of business located within the City of Deerfield Beach for a period of at least one year prior to the date of the release of this solicitation as evidenced by a local business tax receipt. VENDOR SHALL ATTACH LOCAL BUSINESS TAX RECEIPT TO THE RESPONSE. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

☐ I am not a local vendor.

6 Certified Business Entity Affirmation

1. Vendor affirms it or one of its named subcontractors performing at least 50 % of the work to be performed is a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. VENDOR SHALL ATTACH CBE CERTIFICATION DOCUMENTATION FOR EACH NAMED TO THE RESPONSE TO THIS SOLICITATION. Please reference Section III – General Terms and Conditions, Article 21 for list of acceptable certifying organizations. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

☐ I am not a Disadvantaged Business Entity

7 Ethics Code Disclosure

Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information:

a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company):

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

c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation:

If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

☐ Not Applicable

8 Attachment B - Verification of Employment Status

Offeror affirms and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment status of: a. all persons employed by Offeror who will perform employment duties within Florida during the term of the Contract if awarded, and; b. all persons (including subcontractors) who will be assigned by Offeror to perform work pursuant to the Contract. The Offeror further acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System shall be a condition of the Contract. Successful Offeror shall annually certify compliance with this requirement in writing to the CITY'S Contract Administrator assigned to the Contract.

The successful Offeror affirms to 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 the contract. 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 the contract is terminated for a violation of the statute by the successful proposer, the successful proposer *may not be awarded a public contract for a period of 1 year after the date of termination.*

☒ I Affirm (Complies with E-Verify Requirement)

9 Background Check Affidavit

Offeror affirms to conduct background checks in accordance to the City's Background Check Affidavit (Attachment C) if awarded the contract.

☒ Yes (Yes)

10 Completing the Statements of Qualification

All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.

1
1**Individuals with legal authority to contract**

In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business.

IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE.

Tom Jacob, Branch Manager & Ricardo Peraza Director of Sports Turf

1
2**Compliance with Florida Factitious Name Statute**

If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.

1
3**Former Business Names**

Under what other former names has your organization or principals holding at least 30% interest operated?

N/A

1
4**Years of Experience**

How many years has your company been in business providing the products and services that are subject to this solicitation?

18

1
5**Attachment A - Vendor Performance Reference Verification Survey**

Please confirm you have provided your Vendor Performance Reference Verification Surveys. Refer to Attachment A - Vendor Performance Reference Verification Survey. Surveys will be checked for complete and accurate contact information which is required.

☒ I have completed and attached my references (Provided)

1
6**Licenses and Certifications**

I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals.

☒ Yes (Yes)

1
7**Use of Subcontractors**

Will you be using any subcontractors?

Yes

1
8**List of Subcontractors**

If using subcontractors state the name of the subcontractor(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program.

Southern soils for nematode application

1
9**Default and Non-Performance History**

Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details.

No

20

Criminal Litigation History

Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?

No

21

Conflicts of Interest

Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business.

None

Bid Lines

1

Package Header

West Side Park: Football Field

Quantity: 1 Total: \$15,936.24 **Package Items****1.1 Weekly Disease and Weed Control**Quantity: 1 UOM: ea Price: \$4,414.64 Total: \$4,414.64 Supplier Notes: Price is for the annual service**1.2 Quarterly Fertilization**Quantity: 1 UOM: ea Price: \$3,950.38 Total: \$3,950.38 Supplier Notes: Polyon with Ronstar Price is for the annual service**1.3 Weekly Integrated Pest Management (IPM)**Quantity: 1 UOM: wkly Price: \$1,040.00 Total: \$1,040.00 Supplier Notes: Price is for the annual service**1.4 Quarterly Soil Testing**Quantity: 1 UOM: ea Price: \$1.00 Total: \$1.00 **1.5 Verticutting - As Needed**Quantity: 1 UOM: ea Price: \$1,181.50 Total: \$1,181.50 **1.6 Nematode Control - Semi Annually**Quantity: 1 UOM: ea Price: \$5,348.72 Total: \$5,348.72 Supplier Notes: Price is for the annual service or both applications

2

Package Header

West Side Park: Baseball Fields

Quantity: 3 Total: \$18,188.67

Package Items

2.1 Weekly Disease and Weed Control

Quantity: 1 UOM: ea Price: \$1,693.87 Total: \$1,693.87

Supplier Notes: Price is for the annual service

2.2 Quarterly Fertilization

Quantity: 1 UOM: ea Price: \$1,515.74 Total: \$1,515.74

Supplier Notes: Polygon with Ronstar Price is for the annual service

2.3 Weekly Integrated Pest Management (IPM)

Quantity: 1 UOM: wkly Price: \$347.00 Total: \$347.00

Supplier Notes: Price is for the annual service

2.4 Quarterly Soil Testing

Quantity: 1 UOM: ea Price: \$0.01 Total: \$0.01

2.5 Verticutting - As Needed

Quantity: 1 UOM: ea Price: \$454.00 Total: \$454.00

2.6 Nematode Control - Semi-Annually

Quantity: 1 UOM: ea Price: \$2,052.27 Total: \$2,052.27

Supplier Notes: Price is for the annual service or both applications

3 Package Header

West Side Park: Multi-Purpose Field

Quantity: 1 Total: \$8,381.46

Package Items

3.1 Weekly Disease and Weed Control

Quantity: 1 UOM: ea Price: \$2,175.56 Total: \$2,175.56

Supplier Notes: Price is for the annual service

3.2 Quarterly Fertilization

Quantity: 1 UOM: ea Price: \$1,946.77 Total: \$1,946.77

Supplier Notes: Polygon with Ronstar Price is for the annual service

3.3 Weekly Integrated Pest Management (IPM)

Quantity: 1 UOM: wkly Price: \$1,040.00 Total: \$1,040.00

Supplier Notes: Price is for the annual service

3.4 Quarterly Soil Testing

Quantity: 1 UOM: ea Price: \$1.00 Total: \$1.00

3.5 Verticutting - As Needed

Quantity: 1 UOM: ea Price: \$582.25 Total: \$582.25

3.6 Nematode Control - Semi-Annually

Quantity: 1 UOM: ea Price: \$2,635.88 Total: \$2,635.88

Supplier Notes: Price is for the annual service or both applications

4 Package Header

Pioneer Park: Baseball Field

Quantity: 1

Total: \$10,238.32

Package Items

4.1 Weekly Disease and Weed Control

Quantity: 1 UOM: ea Price: \$3,171.63 Total: \$3,171.63

Supplier Notes: Price is for the annual service

4.2 Quarterly Fertilization

Quantity: 1 UOM: ea Price: \$3,255.51 Total: \$3,255.51

Supplier Notes: Polyon with Ronstar Price is for the annual service

4.3 Weekly Integrated Pest Management (IPM)

Quantity: 1 UOM: wkly Price: \$1,040.00 Total: \$1,040.00

Supplier Notes: Price is for the annual service

4.4 Quarterly Soil Testing

Quantity: 1 UOM: ea Price: \$1.00 Total: \$1.00

4.5 Verticutting - As Needed

Quantity: 1 UOM: ea Price: \$848.83 Total: \$848.83

4.6 Nematode Control - Semi-Annually

Quantity: 1 UOM: ea Price: \$1,921.35 Total: \$1,921.35

Supplier Notes: Price is for the annual service or both applications

5 Package Header

Middle School Athletic Complex: Football Field

Quantity: 1

Total: \$10,492.40

Package Items

5.1 Weekly Disease and Weed Control

Quantity: 1 UOM: ea Price: \$3,414.20 Total: \$3,414.20

Supplier Notes: Price is for the annual service

5.2 Quarterly Fertilization

Quantity: 1 UOM: ea Price: \$3,055.15 Total: \$3,055.15

Supplier Notes: Polyon with Ronstar Price is for the annual service

5.3 Weekly Integrated Pest Management (IPM)

Quantity: 1 UOM: wkly Price: \$1,040.00 Total: \$1,040.00

Supplier Notes: Price is for the annual service

5.4 Quarterly Soil Testing

Quantity: 1 UOM: ea Price: \$1.00 Total: \$1.00

5.5 Verticutting - As Needed

Quantity: 1 UOM: ea Price: \$913.75 Total: \$913.75

5.6 Nematode Control - Semi-AnnuallyQuantity: 1 UOM: ea Price: \$2,068.30 Total: \$2,068.30 Supplier Notes: Price is for the annual service or both applications**6 Package Header**

Middle School Athletic Complex: Baseball Fields

Quantity: 4 Total: \$77,489.28 **Package Items****6.1 Weekly Disease and Weed Control**Quantity: 1 UOM: ea Price: \$6,621.96 Total: \$6,621.96 Supplier Notes: Price is for the annual service**6.2 Quarterly Fertilization**Quantity: 1 UOM: ea Price: \$5,925.57 Total: \$5,925.57 Supplier Notes: Polyon with Ronstar Price is for the annual service**6.3 Weekly Integrated Pest Management (IPM)**Quantity: 1 UOM: wkly Price: \$1,040.00 Total: \$1,040.00 Supplier Notes: Price is for the annual service**6.4 Quarterly Soil Testing**Quantity: 1 UOM: ea Price: \$1.00 Total: \$1.00 **6.5 Verticutting - As Needed**Quantity: 1 UOM: ea Price: \$1,772.25 Total: \$1,772.25 **6.6 Nematode Control - Semi-Annually**Quantity: 1 UOM: ea Price: \$4,011.54 Total: \$4,011.54 Supplier Notes: Price is for the annual service or both applications**7 Package Header**

Quiet Waters Park: Baseball Field

Quantity: 1 Total: \$6.00 **Package Items****7.1 Weekly Disease and Weed Control**Quantity: 1 UOM: ea Price: \$1.00 Total: \$1.00 Supplier Notes: Price is for the annual service**7.2 Quarterly Fertilization**Quantity: 1 UOM: ea Price: \$1.00 Total: \$1.00 Supplier Notes: Polyon with Ronstar Price is for the annual service**7.3 Weekly Integrated Pest Management (IPM)**Quantity: 1 UOM: wkly Price: \$1.00 Total: \$1.00 Supplier Notes: Price is for the annual service

7.4 Quarterly Soil TestingQuantity: 1 UOM: ea Price: Total: **7.5 Verticutting - As Needed**Quantity: 1 UOM: ea Price: Total: **7.6 Nematode Control - Semi-Annually**Quantity: 1 UOM: ea Price: Total: Supplier Notes: **8 Package Header**

Quiet Waters Park: Multi-Purpose Field

Quantity: 1 Total: **Package Items****8.1 Weekly Disease and Weed Control**Quantity: 1 UOM: ea Price: Total: Supplier Notes: **8.2 Quarterly Fertilization**Quantity: 1 UOM: ea Price: Total: Supplier Notes: **8.3 Weekly Integrated Pest Management (IPM)**Quantity: 1 UOM: wkly Price: Total: Supplier Notes: **8.4 Quarterly Soil Testing**Quantity: 1 UOM: ea Price: Total: **8.5 Verticutting - As Needed**Quantity: 1 UOM: ea Price: Total: **8.6 Nematode Control - Semi-Annually**Quantity: 1 UOM: ea Price: Total: Supplier Notes: **Response Total: \$157,669.87**

EXHIBT A - SCOPE OF WORK

1. General

- a. The City of Deerfield Beach invites qualified and experienced vendors to submit bids to provide the City with athletic field maintenance services at City maintained and/or owned athletic fields throughout the City.
- b. It is the intention of the City to award a single contract to the first ranked responsive and responsible Bidder responding to this Invitation to Bid (ITB). However, the City reserves the right to award the Contract to more than one (1) successful Bidder in the sole discretion of the City.

2. Scope of Services

- a. The Contractor shall be responsible for athletic field maintenance services at City maintained and/or owned athletic fields throughout the City. The services shall be performed on a total of thirteen (13) athletic fields comprising of two (2) football fields, two (2) multi-purpose fields and nine (9) baseball fields. The total acreage of the thirteen (13) fields to be maintained is approximately twenty-one (21) acres. Service requirements include, but are not limited to: soil testing, fertilization, pest control (IPM), weed and disease control, nematode treatments, verticutting and Nematode Control.
- b. The City shall be responsible for mowing, field marking and lining, aerating and top dressing, maintenance of clay areas (infields, pitcher's mounds, batting boxes, etc.), surrounding landscape features, and irrigation systems. However, any damages caused by the Contractor, in the City's sole determination, shall be repaired by the Contractor at no cost to the City.
- c. Currently, the City's athletic fields contain either one of two turf grasses, 419 tiff or Celebration. It is the intent of the City to replace all athletic fields that currently have 419 tiff with Celebration when replacement is required. Replacement of actual turf grass shall be the responsibility of the City.

3. Athletic Field Locations

- a. **West Side Park** (445 SW 2nd Street, Deerfield Beach, FL 33441)
 - Football Fields (1),
 - Baseball Fields (3)
 - Multi-purpose Field (1)
- b. **Pioneer Park** (501 NE Eller Street Deerfield Beach, FL 33441)
 - Baseball Field (1)
- c. **Middle School Athletic Complex** (501 SE 6th Ave., Deerfield Beach, FL 33441)
 - Football Field (1)
 - Baseball Field (4)
- d. **Quiet Waters Park** (4150 W. Hillsboro Blvd, Deerfield Beach, FL 33441)
 - Baseball Fields (1)
 - Multipurpose Field (1)

4. STMA Standards

The contractor that is awarded the contract will be required to follow STMA Standards (Sports Turf Management Association) and work closely with the Contract Administrator to formulate a service schedule based on the frequencies contained in Item #6 Frequency Schedule. At no time will the Contractor be allowed to perform any services without the prior notification and approval of the Contract Administrator.

5. Maintenance Service Requirements

Contractor shall perform the following services in accordance with the requirements contained the Scope of Services and at the frequencies contained in Item #6 Frequency Schedule.

a. General Use of Chemicals

- i. Bidders shall submit MSDS on all products to be used for weed/pest control with the Bid Package and obtain the City's permission prior to any use of additional chemicals.
- ii. There shall be no run-off of chemicals into any water bodies, adjacent roadways, gutters, planting areas, or other hard surfaces.
- iii. Chemicals shall only be applied by or under the direct on-site supervision of those persons possessing a valid Florida Certified Pest Applicator's license.
- iv. Records must be kept and retained as prescribed by law for the use of pesticides and herbicides of all operations stating dates, times, methods of applications, chemical formulations, applicator's names, and weather conditions. A copy shall be given to the City with each billing.
- v. Chemicals shall be applied when air currents are still and using methods preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the work site.
- vi. Any soil, sod, or plants contaminated by misuse of chemicals on the sites shall be removed and replaced at the Contractor's cost.
- vii. The Contractor shall supply all chemicals as part of the contract at no additional cost.

b. Disease and Weed Control

- i. It is the City's goal to have weed and disease free conditions in all areas covered under this contract. The Contractor is responsible for keeping all athletic fields covered under this contract weed and disease free at all times. The Contractor shall provide weed and disease control as necessary each time they visit an athletic field, but no less than the frequency specified in Item #6 Frequency Schedule. Any additional treatments required to achieve this goal shall be provided at no additional cost to the City.
- ii. The City shall inspect all areas to determine if weeds or disease are present. Deductions shall be taken for incomplete work or for areas found not to be weed-free. Deductions of either 25%, 50%, 75%, or 100% will be assessed as determined by the Contract Administrator.
- iii. Turf weeds and diseases shall be controlled by the Contractor through the use of a granular or liquid herbicides approved by the City.

- iv. Upon contract commencement, weed and disease control at locations currently overrun by weeds or otherwise in a state that chemical application and approved methods contained herein would not result in the City's goal of a weed and disease free environment shall not be required until such time as the City resolves the turf condition. Locations subject to this clause shall be determined by the City only.

c. Fertilization

- i. The Contractor shall furnish all fertilizer and notify the City designee prior to fertilizing. The Contractor shall supply the City with a fertilization schedule for City approval. The City reserves the right to change the fertilizer schedule as needed to meet special turf needs, athletic league scheduling, or other conditions.
- ii. The Contract Administrator shall be notified whenever the turf is to be fertilized so that the irrigation system can be set to water after application of the fertilizer. The City shall conduct spot inspections of the Contractor's equipment and application methods to ensure that material is being applied properly. Following this watering, the sprinkler system controls shall be returned to automatic mode.
- iii. Fertilizers shall be removed from curbs and other hard surfaces to avoid staining.
- iv. Fertilization shall be performed by the broadcasting method. The Contractor shall supply all labor and equipment necessary to apply the material correctly at his expense. If the Contractor does not fertilize in an even uniform manner, the area(s) shall be re-fertilized at no additional cost to the City. The Contractor is fully responsible for the proper application. Turf and other surrounding areas that are damaged due to over fertilization or burning resulting from Contractor negligence shall be replaced at the Contractor's expense.

d. Integrated Pest Management

Integrated Pest Management (IPM) is a sustainable approach that combines the use of prevention, avoidance, monitoring and suppression strategies in a way that minimizes economic, health, and environmental risks. IPM will be implemented for the treatment of damaging insects and diseases to the City's athletic fields. Incidental application of pesticide shall be done as needed. Fire ant control (granular or power insecticide) shall be done as needed upon discovery of active mounds.

e. Soil Testing

The Contractor shall make adjustments for pH, phosphorous and potassium. Each soil test may consist of three (3) separate locations on the field. Test shall be conducted with an accredited agricultural laboratory. The "Soil Analysis Report" provided by the laboratory shall be made available to the City within seven (7) to fourteen (14) calendar days from soil sampling date. Sampling location on the field shall be determined by the City.

f. Verticutting

Each site will be evaluated by Contractor and City and a verticutting schedule recommendation will be evaluated and implemented. It is mutually understood by both the Contractor and the City that verticutting services will depend upon turf conditions and usage.

6. Frequency Schedule

The following frequency schedule is the City's estimation of service level requirements. Frequencies may change and pricing will be based on unit costs contained in the Bid Schedule.

City of Deerfield Beach
Athletic Field Maintenance Services, ITB #21-40-JW

Location	Field Type	Service Requirement	Estimated Frequency
West Side Park	Football Fields (1)	Disease and Weed Control	Weekly
		Fertilization	Quarterly
		IPM	Weekly
		Soil Testing	Quarterly
		Verticutting	As Needed
		Nematode Control	Semi-Annually
	Baseball Fields (3)	Disease and Weed Control	Weekly
		Fertilization	Quarterly
		IPM	Weekly
		Soil Testing	Quarterly
		Verticutting	As Needed
		Nematode Control	Semi-Annually
	Multi-purpose Field (1)	Disease and Weed Control	Weekly
		Fertilization	Quarterly
		IPM	Weekly
		Soil Testing	Quarterly
		Verticutting	As Needed
Pioneer Park	Baseball Field (1)	Nematode Control	Semi-Annually
		Disease and Weed Control	Weekly
		Fertilization	Quarterly
		IPM	Weekly
		Soil Testing	Quarterly
		Verticutting	As Needed

Location	Field Type	Service Requirement	Estimated Frequency
Middle School Athletic Complex	Football Field (1)	Disease and Weed Control	Weekly
		Fertilization	Quarterly
		IPM	Weekly
		Soil Testing	Quarterly
		Verticutting	As Needed
		Nematode Control	Semi-Annually
	Baseball Fields (4)	Disease and Weed Control	Weekly
		Fertilization	Quarterly
		IPM	Weekly
		Soil Testing	Quarterly
		Verticutting	As Needed
Quiet Waters Park	Baseball Field (1)	Nematode	Semi-Annually
		Disease and Weed Control	Weekly
		Fertilization	Quarterly
		IPM	Weekly

	Multi-Purpose Field (1)	Soil Testing	Quarterly
		Verticutting	As Needed
		Nematode	Semi-Annually
		Disease and Weed Control	Weekly
		Fertilization	Quarterly
		IPM	Weekly
		Soil Testing	Quarterly
		Verticutting	As Needed
		Nematode	Semi-Annually

7. Personnel

- a. Contractor shall be available during normal business hours, 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays observed by the City. Contractor shall provide the Contract Administrator with two reliable points of contact, their direct phone numbers (cellular phone preferred) and an office phone number which shall be answered during normal business hours.
- b. All technicians performing work under this contract shall be uniformed and appropriately dressed, clean, courteous, sober and competent in operating skills.
- c. All Contractors' employees, dealing with the public under this contract, shall be identified by name through the use of a nametag or business card. 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 employees while on duty. Contractor's technicians and employees performing work under this contract shall comply with the City's Background Check Requirement found in Attachment C of the ITB.

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City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-1042

Agenda Date: 11/16/2021

Status: ADDENDUM

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the First Amendment to the Interlocal Agreement with Broward County for Disbursement of HOME Program Funds for the Housing Rehabilitation Program for fiscal year 2019-2020 to reinstate the Interlocal Agreement and extend the term of the Interlocal Agreement; authorizing the City Manager and Mayor to execute the First Amendment; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach is a member of the Broward County HOME Consortium (the "Consortium") and is subject to the terms and conditions detailed in the HOME Investment Partnerships Program Consortium Cooperation Agreement dated June 14, 2011. By partnering with other cities that are also ineligible for individual funding, both the City and Broward County (the "County") can take advantage of annual funding not otherwise available. As part of the Consortium, Broward County disburses HOME Investment Partnerships funding from the U.S. Department of Housing and Urban Development to the City of Deerfield Beach for housing rehabilitation and housing purchase assistance activities within the City.

On March 9, 2020, the City and County entered into the Housing Rehabilitation FY 2019-2020 Interlocal Agreement (the "ILA") for disbursement of HOME Program funds for the Housing Rehabilitation Program. The Agreement expired on September 30, 2021.

Current Activity

The City requested an amendment to the ILA in September 2021 to extend the agreement end date from September 30, 2021 to September 30, 2022 due to project delays caused by the COVID-19 pandemic. Of the two households being assisted with HOME Housing Rehabilitation FY2019-2020 funds, one home is complete and one home is in the final construction phase. On Wednesday, November 10, 2021, the City received notification of approval of an Amendment to the Housing Rehabilitation FY 2019-2020 ILA.

Broward County Environmental Protection and Growth Management has agreed to extend the ILA end date until September 30, 2022. Staff is confident all projects will be completed before the new completion date.

Recommendation

It is recommended that the City Commission approve amendment number one of the Interlocal Agreement for Housing Rehabilitation FY 2019-2020 between the City of Deerfield Beach and Broward County Environmental Protection and Growth Management Department for the HOME grant.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR DISBURSEMENT OF HOME PROGRAM FUNDS FOR THE HOUSING REHABILITATION PROGRAM FOR FISCAL YEAR 2019-2020 TO REINSTATE THE INTERLOCAL AGREEMENT AND EXTEND THE TERM OF THE INTERLOCAL AGREEMENT; AUTHORIZING THE CITY MANAGER AND MAYOR TO EXECUTE THE FIRST AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to 24 C.F.R. Part 92.101, the City of Deerfield Beach (the “City”) and Broward County (the “County”) entered into a standard form HOME Consortium Cooperation Agreement, pursuant to which the City and County became members of the Broward County HOME Investment Partnership Program Consortium (the “HOME Consortium”); and

WHEREAS, the County, in its representative capacity to the U.S. Department of Housing and Urban Development (“HUD”) for all members of the HOME Consortium, is the recipient of HOME funds from HUD and disburses the HOME funds to the City; and

WHEREAS, on March 9, 2020, the City and County entered into an Interlocal Agreement for disbursement of HOME Program Funds for the Housing Rehabilitation Program for Fiscal Year 2019-2020 (the “ILA”); and

WHEREAS, the ILA expired on September 30, 2021; and

WHEREAS, due to project delays caused by the COVID-19 pandemic, the City has requested, and the County has agreed, to extend the term of the ILA to September 30, 2022; and

WHEREAS, City staff recommends approving and authorizing execution of the first amendment to the ILA, attached as Exhibit “A,” to reinstate the ILA and extend the term of the ILA to September 30, 2022 (the “Amendment”).

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

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

Section 2. The City Commission hereby approves the Amendment with Broward County, attached as Exhibit “A,” to reinstate the ILA and extend the term of the ILA to September 30, 2022.

Section 3. The City Commission hereby authorizes the Mayor and City Manager to execute the Amendment, 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 and expedient to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

**REINSTATEMENT AND FIRST AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND CITY OF DEERFIELD BEACH PROVIDING FOR
DISBURSEMENT OF HOME PROGRAM FUNDS FOR HOUSING REHABILITATION
PROGRAM FOR FISCAL YEAR 2019 – 2020**

This Reinstatement and First Amendment ("First Amendment") to the Agreement (as defined below) is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and City of Deerfield Beach, a municipal corporation of the State of Florida ("City") (collectively, County and City are the "Parties").

RECITALS

A. On February 11, 2020, (Agenda Item No. 12), the Broward County Board of County Commissioners authorized fiscal year 2019 – 2020 HOME funding.

B. On March 9, 2020, the Parties entered into an Agreement Between Broward County and City of Deerfield Beach Providing for Disbursement of HOME Program Funds for Housing Rehabilitation Program for Fiscal Year 2019 – 2020 ("Agreement").

C. The Agreement expired on September 30, 2021, and City has requested, and County has agreed, that the Agreement be reinstated and the term of the Agreement be extended to September 30, 2022, and the Parties now desire to enter into this First Amendment to extend the term of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. The above recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Amendments made to the Agreement by this First Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions, unless otherwise indicated.

3. This First Amendment shall be effective as of the date it is fully executed by the Parties.

4. The Agreement is reinstated effective October 1, 2021.

5. The first sentence of Article 10 of the Agreement shall be amended as follows:

The term of this Agreement shall commence retroactively on October 1, 2019 ("Effective Date"), and shall end on ~~September 30, 2021~~ September 30, 2022, unless terminated earlier or extended pursuant to the terms of this Agreement.

6. Exhibit C to the Agreement, Project Timeline, is hereby deleted and replaced in its entirety with Exhibit C attached hereto and incorporated herein.

7. This First Amendment 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 amendment.

8. Preparation of this First Amendment has been a joint effort of the Parties 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.

9. Except as modified in this First Amendment, all terms and conditions of the Agreement shall remain in full force and effect. If any conflict or ambiguity exists between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control.

10. This First Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this First Amendment that are not contained in the Agreement and this First Amendment.

11. City represents and warrants that this First Amendment constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this First Amendment constitutes a breach of any agreement that City has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to City. City further represents and warrants that execution of this First Amendment is within City's legal powers, and each individual executing this First Amendment on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: Broward County, signing by and through its County Administrator, authorized to execute same by Board action on the 11th day of February, 2020, (Agenda Item No. 12), and City of Deerfield Beach, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through its
County Administrator

Signature

By: _____
Bertha Henry

Print Name

_____ day of _____, 20__

Signature

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Print Name

By: _____
Alicia C. Lobeiras (Date)
Assistant County Attorney

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

REINSTATEMENT AND FIRST AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND CITY OF DEERFIELD BEACH PROVIDING FOR
DISBURSEMENT OF HOME PROGRAM FUNDS FOR HOUSING REHABILITATION
PROGRAM FOR FISCAL YEAR 2019 - 2020

CITY

ATTEST:

CITY OF DEERFIELD BEACH

By: _____
City Clerk (SEAL)

By: _____
Mayor
____ day of _____, 20__

By: _____
City Manager
____ day of _____, 20__

I HEREBY CERTIFY that I have approved this
First Amendment as to form and legal
sufficiency subject to execution by the Parties:

By: _____
City Attorney

EXHIBIT C

PROJECT TIMELINE

The table below lists the main work tasks required to complete Project objectives before the term of the Agreement expires.

<u>WORK TASKS</u>	<u>START-UP</u>	<u>COMPLETION</u>
Identify and process Income Eligible Households	December 2, 2019	January 31, 2022
Provide Quarterly Progress Reports to County	October 1, 2019	September 30, 2022
Commence Work Write-Ups	March 2, 2020	February 28, 2022
Commence Repairs	June 1, 2020	April 1, 2022
Repairs Completed	July 1, 2021	August 30, 2022
Final Invoice to the County	August 3, 2021	September 15, 2022
Provide Final Report to County with Final Beneficiary Data	September 1, 2021	September 30, 2022



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-1043

Agenda Date: 11/16/2021

Status: ADDENDUM

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the First Amendment to the Interlocal Agreement with Broward County for Disbursement of HOME Program Funds for the Homebuyer Purchase Assistance Program for fiscal year 2019-2020 to reinstate the Interlocal Agreement and extend the term of the Interlocal Agreement; authorizing the City Manager and Mayor to execute the First Amendment; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach is a member of the Broward County HOME Consortium (the "Consortium") and is subject to the terms and conditions detailed in the HOME Investment Partnerships Program Consortium Cooperation Agreement, dated June 14, 2011. By partnering with other cities that are also ineligible for individual funding, both the City and Broward County (the "County") can take advantage of annual funding not otherwise available. As part of the Consortium, Broward County disburses HOME Investment Partnerships funding from the U.S. Department of Housing and Urban Development to the City of Deerfield Beach for housing rehabilitation and housing purchase assistance activities within the City.

On February 18, 2020, the City and County entered into the Purchase Assistance FY 2019-2020 Interlocal Agreement (the "ILA"), which expired on September 30, 2021.

Current Activity

The City requested an amendment to the ILA in September 2021 to extend the ILA end date from September 30, 2021 to September 30, 2022 due to project delays caused by the coronavirus (COVID-19) pandemic. Of the three households being assisted with HOME Purchase Assistance FY2019-2020 funds, all funds have been encumbered and expended. The projects are in the close-out phase and the City needs additional time to finalize the reimbursement process.

Broward County Environmental Protection and Growth Management has agreed to extend the project completion date until September 30, 2022. Staff is confident all projects will be completed before the new completion date.

Recommendation

It is recommended that the City Commission approve amendment number one of the Interlocal Agreement for Purchase Assistance FY 2019-2020 between the City of Deerfield Beach and Broward

County Environmental Protection and Growth Management Department for the HOME grant.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR DISBURSEMENT OF HOME PROGRAM FUNDS FOR THE HOMEBUYER PURCHASE ASSISTANCE PROGRAM FOR FISCAL YEAR 2019-2020 TO REINSTATE THE INTERLOCAL AGREEMENT AND EXTEND THE TERM OF THE INTERLOCAL AGREEMENT; AUTHORIZING THE CITY MANAGER AND MAYOR TO EXECUTE THE FIRST AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to 24 C.F.R. Part 92.101, the City of Deerfield Beach (the “City”) and Broward County (the “County”) entered into a standard form HOME Consortium Cooperation Agreement, pursuant to which the City and County became members of the Broward County HOME Investment Partnership Program Consortium (the “HOME Consortium”); and

WHEREAS, the County, in its representative capacity to the U.S. Department of Housing and Urban Development (“HUD”) for all members of the HOME Consortium, is the recipient of HOME funds from HUD and disburses the HOME funds to the City; and

WHEREAS, on February 18, 2020, the City and County entered into an Interlocal Agreement for disbursement of HOME Program Funds for the Homebuyer Purchase Assistance Program for Fiscal Year 2019-2020 (the “ILA”); and

WHEREAS, the ILA expired on September 30, 2021; and

WHEREAS, due to project delays caused by the COVID-19 pandemic, the City has requested, and the County has agreed, to extend the term of the ILA to September 30, 2022; and

WHEREAS, City staff recommends approving and authorizing execution of the first amendment to the ILA, attached as Exhibit “A,” to reinstate the ILA and extend the term of the ILA to September 30, 2022 (the “Amendment”).

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

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

Section 2. The City Commission hereby approves the Amendment with Broward County, attached as Exhibit “A,” to reinstate the ILA and extend the term of the ILA to September 30, 2022.

Section 3. The City Commission hereby authorizes the Mayor and City Manager to execute the Amendment, 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 and expedient to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

**REINSTATEMENT AND FIRST AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND CITY OF DEERFIELD BEACH PROVIDING FOR
DISBURSEMENT OF HOME PROGRAM FUNDS FOR HOMEBUYER PURCHASE
ASSISTANCE PROGRAM FOR FISCAL YEAR 2019 – 2020**

This Reinstatement and First Amendment ("First Amendment") to the Agreement (as defined below) is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and City of Deerfield Beach, a municipal corporation of the State of Florida ("City") (collectively, County and City are the "Parties").

RECITALS

A. On February 11, 2020, (Agenda Item No. 12), the Broward County Board of County Commissioners authorized fiscal year 2019 – 2020 HOME funding.

B. On February 18, 2020, the Parties entered into an Agreement Between Broward County and City of Deerfield Beach Providing for Disbursement of HOME Program Funds for Homebuyer Purchase Assistance Program for Fiscal Year 2019 – 2020 ("Agreement").

C. The Agreement expired on September 30, 2021, and City has requested, and County has agreed, that the Agreement be reinstated and the term of the Agreement be extended to September 30, 2022, and the Parties now desire to enter into this First Amendment to extend the term of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. The above recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Amendments made to the Agreement by this First Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions, unless otherwise indicated.

3. This First Amendment shall be effective as of the date it is fully executed by the Parties.

4. The Agreement is reinstated effective October 1, 2021.

5. The first sentence of Article 10 of the Agreement shall be amended as follows:

The term of this Agreement shall commence retroactively on October 1, 2019 ("Effective Date"), and shall end on

~~September 30, 2021~~ September 30, 2022, unless terminated earlier or extended pursuant to the terms of this Agreement.

6. Exhibit C to the Agreement, Project Timeline, is hereby deleted and replaced in its entirety with Exhibit C attached hereto and incorporated herein.

7. This First Amendment 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 amendment.

8. Preparation of this First Amendment has been a joint effort of the Parties 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.

9. Except as modified in this First Amendment, all terms and conditions of the Agreement shall remain in full force and effect. If any conflict or ambiguity exists between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control.

10. This First Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this First Amendment that are not contained in the Agreement and this First Amendment.

11. City represents and warrants that this First Amendment constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this First Amendment constitutes a breach of any agreement that City has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to City. City further represents and warrants that execution of this First Amendment is within City's legal powers, and each individual executing this First Amendment on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: Broward County, signing by and through its County Administrator, authorized to execute same by Board action on the 11th day of February, 2020, (Agenda Item No. 12), and City of Deerfield Beach, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through its
County Administrator

Signature

By: _____
Bertha Henry

Print Name

_____ day of _____, 20__

Signature

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Print Name

By: _____
Alicia C. Lobeiras (Date)
Assistant County Attorney

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

REINSTATEMENT AND FIRST AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND CITY OF DEERFIELD BEACH PROVIDING FOR
DISBURSEMENT OF HOME PROGRAM FUNDS FOR HOMEBUYER PURCHASE
ASSISTANCE PROGRAM FOR FISCAL YEAR 2019 - 2020

CITY

ATTEST:

CITY OF DEERFIELD BEACH

By: _____
City Clerk (SEAL)

By: _____
Mayor
____ day of _____, 20__

By: _____
City Manager
____ day of _____, 20__

I HEREBY CERTIFY that I have approved this
First Amendment as to form and legal
sufficiency subject to execution by the Parties:

By: _____
City Attorney

EXHIBIT C

PROJECT TIMELINE

The table below lists the main work tasks required to complete Project objectives before the term of the Agreement expires.

<u>WORK TASKS</u>	<u>START-UP</u>	<u>COMPLETION</u>
Identify and process Income Eligible Households	December 2, 2019	January 31, 2022
Preparation and Execution of Homebuyer Agreements with Income Eligible Clients (Encumber funds)	March 2, 2020	Ongoing
Provide Quarterly Progress Reports to County	October 1, 2019	September 30, 2022
Final Invoice to County	September 1, 2021	September 15, 2022
Provide Final Report to County with Final Beneficiary Data	September 15, 2021	September 30, 2022



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-1044

Agenda Date: 11/16/2021

Status: ADDENDUM

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Second Amendment to the Interlocal Agreement with Broward County for Disbursement of HOME Program Funds for the Housing Rehabilitation Program for fiscal year 2018-2019 to reinstate the Agreement and extend the term of the Interlocal Agreement; authorizing the City Manager and Mayor to execute the Second Amendment; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach is a member of the Broward County HOME Consortium (the "Consortium") and is subject to the terms and conditions detailed in the HOME Investment Partnerships Program Consortium Cooperation Agreement dated June 14, 2011. By partnering with other cities that are also ineligible for individual funding, both the City and the County can take advantage of annual funding not otherwise available. As part of the Consortium, Broward County disburses HOME Investment Partnerships funding from the U.S. Department of Housing and Urban Development to the City of Deerfield Beach for housing rehabilitation and housing purchase assistance activities within the City.

On July 25, 2019, the City and County entered into an Interlocal Agreement for disbursement of HOME Program Funds for the Housing Rehabilitation Program for Fiscal Year 2018-2019 (the "ILA"). On August 4, 2020, the City Commission approved the first amendment to the ILA to extend the term of the ILA until September 30, 2021.

Current Activity

The City requested a second amendment to the ILA in September 2021 to extend the ILA end date from September 30, 2021 to May 31, 2022 due to project delays caused by the COVID-19 pandemic. Of the three households being assisted with Housing Rehabilitation HOME FY2018-2019 funds, two homes are complete and one home is in the final inspection phase of the project. On Wednesday, November 10, 2021, the City received notification of approval of an Amendment to Housing Rehabilitation FY 2018-2019 ILA .

Broward County Environmental Protection and Growth Management has agreed to extend the ILA end date until March 31, 2022. Staff is confident all projects will be completed before the new end date.

Recommendation

It is recommended that the City Commission approve amendment number two of the Interlocal Agreement for Housing Rehabilitation FY 2018-2019 between the City of Deerfield Beach and Broward County Environmental Protection and Growth Management Department for the HOME grant.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR DISBURSEMENT OF HOME PROGRAM FUNDS FOR THE HOUSING REHABILITATION PROGRAM FOR FISCAL YEAR 2018-2019 TO REINSTATE THE AGREEMENT AND EXTEND THE TERM OF THE INTERLOCAL AGREEMENT; AUTHORIZING THE CITY MANAGER AND MAYOR TO EXECUTE THE SECOND AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to 24 C.F.R. Part 92.101, the City of Deerfield Beach (the “City”) and Broward County (the “County”) entered into a standard form HOME Consortium Cooperation Agreement, pursuant to which the City and County became members of the Broward County HOME Investment Partnership Program Consortium (the “HOME Consortium”); and

WHEREAS, the County, in its representative capacity to the U.S. Department of Housing and Urban Development (“HUD”) for all members of the HOME Consortium, is the recipient of HOME funds from HUD and disburses the HOME funds to the City; and

WHEREAS, on July 25, 2019, the City and County entered into an Interlocal Agreement for disbursement of HOME Program Funds for the Housing Rehabilitation Program for Fiscal Year 2018-2019 (the “ILA”); and

WHEREAS, on August 4, 2020, the City Commission approved the first amendment to the ILA to extend the term of the ILA to September 30, 2021; and

WHEREAS, due to project delays caused by the COVID-19 pandemic, the City has requested, and the County has agreed, to extend the term of the ILA to March 31, 2022; and

WHEREAS, City staff recommends approving and authorizing execution of the second amendment to the ILA, attached as Exhibit “A,” to reinstate the ILA and extend the term of the ILA to March 31, 2022 (the “Second Amendment”).

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

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

Section 2. The City Commission hereby approves the Second Amendment with Broward County, attached as Exhibit “A to reinstate the ILA and extend the term of the ILA to March 31, 2022.

Section 3. The City Commission hereby authorizes the Mayor and City Manager to execute the Second Amendment, 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 and expedient to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



**REINSTATEMENT AND SECOND AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND CITY OF DEERFIELD BEACH PROVIDING FOR
DISBURSEMENT OF HOME PROGRAM FUNDS FOR HOUSING REHABILITATION
PROGRAM FOR FISCAL YEAR 2018 - 2019**

This Reinstatement and Second Amendment ("Second Amendment") to the Agreement (as defined below) is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County") and City of Deerfield Beach, a municipal corporation of the State of Florida ("City") (collectively, County and City are the "Parties").

RECITALS

A. On August 14, 2018, (Agenda Item No. 43), the Broward County Board of County Commissioners ("Board") authorized funding to City under County's HOME Program for a Housing Rehabilitation Program in City.

B. On July 25, 2019, the Parties entered into the Agreement Between Broward County and City of Deerfield Beach Providing for Disbursement of HOME Program Funds for Housing Rehabilitation Program for Fiscal Year 2018 – 2019 (as amended, the "Agreement").

C. On August 26, 2020, the Parties entered into a First Amendment to the Agreement to extend the term of the Agreement to September 30, 2021.

D. The Agreement has expired and City has requested, and County has agreed, that the Agreement be reinstated and the term extended to March 31, 2022, and the Parties now desire to enter into this Second Amendment to reinstate and modify the Agreement accordingly.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. The above recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within the Second Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Amendments made to the Agreement by this Second Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions, unless otherwise indicated.

3. This Second Amendment shall be effective as of the date it is fully executed by the Parties.

4. The Agreement is hereby reinstated effective October 1, 2021.

5. The first sentence of Article 10 of the Agreement is hereby amended as follows:

The term of this Agreement shall commence retroactively on October 1, 2018 ("Effective Date"), and shall end on ~~September 30, 2021~~ March 31, 2022, unless terminated earlier or extended pursuant to the terms of this Agreement.

6. Exhibit C to the Agreement, Project Timeline, is hereby deleted and replaced in its entirety with Exhibit C attached hereto and incorporated herein.

7. This Second Amendment 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 amendment.

8. Preparation of this Second Amendment has been a joint effort of the Parties 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.

9. Except as modified in this Second Amendment, all terms and conditions of the Agreement shall remain in full force and effect. If any conflict or ambiguity exists between this Second Amendment and the Agreement, the Parties agree that this Second Amendment shall control.

10. This Second Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Second Amendment that are not contained in the Agreement and this Second Amendment.

11. City represents and warrants that this Second Amendment constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this Second Amendment constitutes a breach of any agreement that City has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to City. City further represents and warrants that execution of this Second Amendment is within City's legal powers, and each individual executing this Second Amendment on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment: BROWARD COUNTY, signing by and through its County Administrator, authorized to execute same by Board action on the 14th day of August, 2018, (Agenda Item No. 43), and CITY OF DEERFIELD BEACH, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through its
County Administrator

Signature

By: _____
Bertha Henry

Print Name

____ day of _____, 2019

Signature

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Print Name

By: _____
Alicia C. Lobeiras (Date)
Assistant County Attorney

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

REINSTATEMENT AND SECOND AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND CITY OF DEERFIELD BEACH PROVIDING FOR
DISBURSEMENT OF HOME PROGRAM FUNDS FOR HOUSING REHABILITATION
PROGRAM FOR FISCAL YEAR 2018 - 2019

CITY

ATTEST:

CITY OF DEERFIELD BEACH

By: _____
City Clerk (SEAL)

By: _____
Mayor

____ day of _____, 20__

By: _____
City Manager

____ day of _____, 20__

I HEREBY CERTIFY that I have approved this
Second Amendment as to form and legal
sufficiency subject to execution by the parties:

By: _____
City Attorney

EXHIBIT C

PROJECT TIMELINE

FY 2018-2019 Funding

<u>WORK TASKS</u>	<u>START-UP</u>	<u>COMPLETION</u>
Identify and process Income Eligible Households	January 30, 2019	September 30, 2021
Provide Monthly Progress Reports to County	One month after execution of Agreement by the Parties	March 31, 2022
Commence Work Write- Ups	June 30, 2019	November 1, 2021
Commence Repairs	August 30, 2019	November 30, 2021
Repairs Completed	N/A	February 28, 2022
Final Invoice to County	N/A	March 15, 2022
Provide Close Out Report to County	N/A	March 31, 2022



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-1006

Agenda Date: 11/16/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a sign relocation and reconstruction agreement with Clear Channel Outdoor, LLC pursuant to the City's billboard relocation policy and Section 70.20, Florida Statutes; authorizing the City Manager to execute the sign relocation agreement; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Current Activity

Section 70.20, Florida Statutes, provides that "It is a policy of this state to encourage municipalities, counties, and other governmental entities and sign owners to enter into relocation and reconstruction agreements that allow governmental entities to undertake public projects and accomplish public goals without the expenditure of public funds while allowing the continued maintenance of private investment in signage as a medium of commercial and noncommercial communication."

On December 5, 2017, the City Commission approved a Billboard Sign Relocation Ordinance, which amended the City's Sign Code to expressly authorize the City to enter into billboard sign relocation and reconstruction agreements pursuant to Section 70.20, Fla. Stat. Section 102-1 of the Land Development Code permits the City to enter into agreements with private property owners to relocate legal non-conforming billboards to other locations deemed acceptable by the City Commission.

Clear Channel Outdoor, LLC, proposes to install a new double faced, digital display billboard on property located at 3652 SW 10th Street in exchange for removing three existing billboards at 4381 N. Dixie Highway, 4201 N. Dixie Highway and 910 NE 48th Street.

The proposed new digital display billboard will be 65 feet high with each sign face measuring 14 feet x 48 feet in area.

A location map, proposed site plan, sign detail and the proposed agreement are attached.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A SIGN RELOCATION AND RECONSTRUCTION AGREEMENT WITH CLEAR CHANNEL OUTDOOR, LLC PURSUANT TO THE CITY'S BILLBOARD RELOCATION POLICY AND SECTION 70.20, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SIGN RELOCATION AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 70.20, Florida Statutes, provides that “It is a policy of this state to encourage municipalities, counties, and other governmental entities and sign owners to enter into relocation and reconstruction agreements that allow governmental entities to undertake public projects and accomplish public goals without the expenditure of public funds while allowing the continued maintenance of private investment in signage as a medium of commercial and noncommercial communication”; and

WHEREAS, it is in the City’s best interests to reduce the number of billboards within the residential and commercial neighborhoods within the City and to provide for replacement of existing, legally non-conforming signs in need of repair and their relocation to areas of the City where the impact of a sign on neighboring homes and businesses will be reduced; and

WHEREAS, the City desires to encourage outdoor advertising companies to voluntarily reduce or eliminate outdoor advertising structures within the City and cause the relocation of signs to sites that will have less visual impact upon our community; and

WHEREAS, the City also desires to increase the safety of billboards; and

WHEREAS, on December 5, 2017, the City approved a Billboard Sign Relocation Ordinance, which amends the City’s Sign Code to expressly authorize the City to enter into billboard sign relocation and reconstruction agreements pursuant to Section 70.20, Fla. Stat.; and

WHEREAS, Section 70.20, Florida Statutes, expressly authorizes municipalities to enter into sign relocation and reconstruction agreements on whatever terms are agreeable to the sign owner and the municipality involved; and

WHEREAS, on December 5, 2017, the City adopted a billboard sign relocation policy, pursuant to Section 70.20, Florida Statutes, governing the City’s consideration of sign relocation and reconstruction agreements that requires adherence to the following goals:

- i.) to encourage outdoor advertising companies to reduce or eliminate outdoor advertising structures on surface streets in the City, including, without limitation, on Sample Road and Dixie Highway, and
- ii.) to improve the safety of outdoor advertising signs, and
- iii.) to reduce the number of billboards in the City; and

WHEREAS, Clear Channel Outdoor, LLC (“Clear Channel”) is the owner of three double-faced legally existing, non-conforming sign structures located within the City on the parcels of land specified in the attached Exhibit “A”, including billboard locations along Dixie Highway and NE 48th Street (collectively, the "Existing Signs"); and

WHEREAS, the City has negotiated a Sign Relocation and Reconstruction Agreement with Clear Channel, attached as Exhibit “A”, (the “Sign Relocation Agreement”) which provides for the terms and conditions of Clear Channel’s removal of the three Existing Signs and the construction and maintenance of one digital, double-sided replacement outdoor advertising sign (the “Replacement Sign”) that meets all current engineering and wind-load requirements of the City’s Land Development Code; and

WHEREAS, the Replacement Sign is to be located at 3652 SW 10th Street along the south side of SW 10th Street adjacent to the Sawgrass Expressway; and

WHEREAS, City staff finds that the Sign Relocation Agreement adheres to the City’s sign relocation policy and recommends approval of the Sign Relocation 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 hereof.

Section 2. The City Commission finds that the Sign Relocation Agreement adheres to the City’s Sign Relocation Policy and hereby approves the Sign Relocation Agreement with Clear Channel, attached as Exhibit “A”.

Section 3. The Mayor and City Manager are authorized to execute the Sign Relocation Agreement with Clear Channel, 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 City Manager or designee is authorized to take all necessary steps to implement the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

EXHIBIT A

RELOCATION AND RECONSTRUCTION AGREEMENT

THIS RELOCATION AND RECONSTRUCTION AGREEMENT (the "Agreement") is made as of the _____ day of _____ 2021, by and between the City of Deerfield Beach, a municipal corporation organized and existing under the laws of the State of Florida (the "City"), and Clear Channel Outdoor, LLC, a Delaware limited liability company registered and authorized to do business in Florida ("Clear Channel").

WITNESSETH:

WHEREAS, Section 70.20, *Florida Statutes*, expressly authorizes and encourages agreements of this type by empowering municipalities and owners of billboard signs to enter into relocation and reconstruction agreements, on mutually agreeable terms, that allow the municipality to accomplish its public goals while allowing the continued maintenance of private investment in outdoor advertising signs as a medium of commercial and non-commercial communication; and

WHEREAS, Clear Channel is engaged in the business of constructing, operating and maintaining billboard signs in Broward County, Florida and, in particular, within the City; and

WHEREAS, Clear Channel is the owner of certain legally existing, non-conforming sign structures (the "Existing Signs"), located within the jurisdiction of the City on the parcels of land as follows:

- A. Existing Sign #1 - Double-faced Sign, located at 4381 N. Dixie Highway (Folio No. 484213070030), on the west side of Dixie Highway 40 feet south of NE 44th St
 - 1. Face#: 12875 – Facing South
 - 2. Face#: 12876 – Facing North
- B. Existing Sign #2 – Double-faced Sign, located at 4201 N. Dixie Highway (Folio No. 484213010140), on the west side of Dixie Highway 105 feet south of NE 42nd St
 - 1. Face#: 12865 – Facing South
 - 2. Face#: 12866 – Facing North
- C. Existing Sign #3 – Double-faced Sign, located at 910 NE 48th St (Folio No. 484213210010), on the south side of NE 48th St 300 feet west of Dixie Highway, in conjunction with 4701 N. Dixie Highway (Folio No. 484213300020)
 - 1. Face#: 13014 – Facing East
 - 2. Face#: 13015 - Facing West

WHEREAS, Clear Channel represents that the Existing Signs, notwithstanding the fact that the signs could not be constructed under the present code, are legally existing and allowed to remain in use as non-conforming signs under the City's current Land Development Code (the "LDC") as long as their use is continued and unaltered and subject to the conditions set forth for

nonconforming uses in the LDC; and

WHEREAS, the Existing Signs may not meet current wind-load and other relevant engineering requirements of the LDC; and

WHEREAS, the City desires to encourage outdoor advertising companies to voluntarily reduce or eliminate outdoor advertising structures within the City that do not comply with current engineering and wind-load requirements; and

WHEREAS, pursuant to Resolution No. 2017/160, the City has the goals, pursuant to §70.20, *Florida Statutes*, to

- A. encourage outdoor advertising companies to reduce or eliminate outdoor advertising structures on surface streets in the City, including, without limitation, on Dixie Highway and
- B. to improve the safety of outdoor advertising signs, and
- C. to reduce the number of billboards in the City; and

WHEREAS, the City hereby gives notice of its intent to act in accordance with its goals defined above by allowing Clear Channel to remove the Existing Signs and reconstruct the Replacement Sign (as defined below) pursuant to §70.20, *Florida Statutes*, City Code Chapter 102, as amended by Ordinance 2017/027, Resolution No. 2017/160 and this Agreement; and

WHEREAS, as a result of said notice, Clear Channel proposes to remove the Existing Signs and construct the replacement outdoor advertising sign (the "Replacement Sign") that meets all current engineering and wind-load requirements of the LDC, located within the jurisdiction of the City on the parcel of land as follows:

- A. Replacement Sign. New Double-faced Sign, located at 3652 SW 10th St (Folio No. 484209020010; Replacement Sign location), south side of SW 10th St., aka Sawgrass Expressway SS 600 FT WO Powerline Road. One digital face facing East and one digital face facing West. This sign is a replacement for the Existing Signs and each face of the Replacement Sign will be operated by Clear Channel as a digital display face.; and

WHEREAS, the City and Clear Channel desire to enter into this Agreement, establishing the terms and conditions under which Clear Channel will be permitted to remove the Existing Signs, and to construct and maintain the Replacement Sign; and

WHEREAS, the City finds and determines that the provisions of this Agreement are in the public interest and will assist it in accomplishing the goals set forth herein, including, without limitation, reducing the number of billboards in the City; and

WHEREAS, Clear Channel represents to the City that Clear Channel has obtained from the owner of the Replacement Sign location, all legal rights to construct and maintain Replacement

Sign thereon in accordance with this Agreement.

WHEREAS, the City is entering into this Agreement solely based upon the authority of Section 70.20, *Florida Statutes*, City Code Chapter 102, as amended by Ordinance 2017/027, Resolution No. 2017/160 and agreement of Clear Channel to reduce the number of signs in the City and to relocate certain sign, in addition to the other valuable consideration set forth herein;

NOW THEREFORE, for and in consideration of the above recitals and the mutual exchange of the covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the City and Clear Channel do hereby agree as follows:

1. Recitals. The foregoing recitals express the intent of the parties and are incorporated herein as contractual terms, and not merely recitals.

2. Removal of Existing Signs. Clear Channel shall completely remove the Existing Signs before performing construction on the Replacement Sign beyond the installation of the foundation for said sign. It is understood and agreed that construction of the Replacement Sign shall not commence until receipt of all applicable final non-appealable (with no appeal having been filed) governmental and third party permits and approvals.

A. Sign Removal. Contemporaneously with the submission of Clear Channel's permit applications to the City for construction of the Replacement Sign, Clear Channel shall also apply for demolition permits for the Existing Signs. The City shall use its best efforts to issue the demolition permits within forty-five (45) days after submission of complete permit applications which comply with all applicable City requirements. Clear Channel shall demolish the above-ground portions of the Existing Signs, remove all sign debris, and dispose of same in accordance with applicable regulations of the City's LDC, prior to or contemporaneous with erection of the Replacement Sign. Upon demolition, the Existing Signs may not be replaced, and such signs shall lose their status as legal non-conforming signs.

B. Clear Channel shall have no obligation to demolish or remove the Existing Signs unless and until it has obtained all necessary permits and approvals from the City and FDOT for construction and maintenance of the Replacement Sign. In the event that Clear Channel is unable to obtain all necessary permits and approvals for the construction of the Replacement Sign, Clear Channel shall be relieved of any obligation under this Agreement to remove the Existing Signs and shall have the right to terminate this Agreement upon thirty (30) days written notice to the City. In any event, if Clear Channel fails to submit a complete permit application for the Replacement Sign in compliance with all building code requirements within 180 days of receiving an FDOT permit for such sign, then this Agreement shall be deemed terminated and null and void as to the Replacement Sign.

C. The demolition permits for the Existing Signs shall be building permits as required by the City and shall provide, without limitation, the following:

1. The Existing Sign shall be completely removed at the expense of Clear Channel.
2. The pole for each Existing Sign shall be cut two (2) feet below grade.
3. The hole caused by the excavation necessary to cut the pole two (2) feet below grade, shall be filled to grade, and the site shall be regraded, re-asphalted and/or re-landscaped as appropriate.
4. Clear Channel shall be responsible to repair any utility lines cut or damaged during removal of an Existing Sign and to repair all other property damage resulting from such removal.

D. The City shall cooperate with Clear Channel in obtaining any necessary permits and/or approvals from any State or local agency or department for removal of the Existing Signs; provided that nothing herein shall require the City to assume or acknowledge any obligations, or responsibility, whether financial or otherwise, other than those obligations specifically set forth in this Agreement.

E. Upon removal as provided herein, the Existing Signs shall lose their non-conforming status.

3. Replacement Sign.

A. Location. The Replacement Sign will be constructed as depicted in the site plans attached hereto:

Exhibit A-Site Plan for Replacement Sign

B. Permits and Construction. Clear Channel shall be responsible for obtaining and paying for all required building permits and approvals to erect and maintain the Replacement Sign. The Replacement Sign shall be permitted and constructed in compliance with the requirements of Chap. 479, Fla. Stat. and the rules applicable to same. In addition, Clear Channel shall obtain building permits from the City based on plans which are in compliance with the Florida Building Code ("FBC"). The City, shall expeditiously process all necessary permits for erection of the Replacement Sign after submission of complete permit application(s) by Clear Channel, including any necessary engineering and construction plans or specifications demonstrating compliance with all applicable building and electrical codes. The City shall cooperate with Clear Channel in obtaining any necessary permits and/or approvals from FDOT (or any other State or local agency or department) for the removal of the Existing Signs and/or the erection and maintenance of the Replacement Sign by, among other things, timely executing such forms, applications or other documents as may be required for Clear Channel to obtain all such permits or approvals. The City's approval and issuance of all permits and approvals, shall not be

unreasonably withheld, delayed or conditioned. As to FDOT, the City shall prepare and execute the portion of the FDOT Application for Outdoor Advertising Permit entitled "Determination of Land Use" and similar documents or information requested by FDOT; a copy of the current Application for Outdoor Advertising Permit form is attached hereto as Exhibit B. Nothing contained herein shall require the City to commit to or assume any obligations, financial or otherwise as part of its duty to execute documents or cooperate or to assume or acknowledge any liability of any kind whatsoever for the actions of Clear Channel, except as specifically set forth in this Agreement.

C. Description. The City and Clear Channel agree that the height of the Replacement Sign shall be measured pursuant to, and shall comply with the provisions of, Chapter 479, *Florida Statutes*, and the related Florida Administrative Code provisions and FDOT regulations. The Replacement Sign shall be constructed using a double-face monopole structure, and the monopole and sign structure shall be of a silver/metallic finish. The size of each display face of the Replacement Sign shall not exceed 14 feet in height and 48 feet in length. The Replacement Sign will utilize LED or other similar electronic changeable message technology (as may be determined by Clear Channel from time to time). Clear Channel will operate the sign face(s) as digital display faces.

D. FDOT Regulations. The changeable message display shall comply with all applicable FDOT regulations (as they may be amended from time to time) relating to brightness and the interval of copy change, which regulations are currently set forth in Section 14-10.004 of the Florida Administrative Code, a copy of which is attached hereto as Exhibit C, provided that the interval of copy change on any sign face on the Replacement Sign shall be no more frequent than one (1) change every eight (8) seconds.

E. Landscaping. Clear Channel shall install landscaping that complies with all requirements of the City Code, or near the base of each Replacement Sign sufficient to reasonably obscure the base of the Replacement Sign and any ground-level appurtenances thereto from the view of the travelling public on adjacent roadways. The nature and location of said landscape screening shall be subject to City approval, which approval shall not be unreasonably withheld, delayed or conditioned. Clear Channel shall maintain said landscaping in good condition and shall replace same if necessary. Clear Channel shall be responsible for the maintenance and/or replacement of said landscaping only so long as it has the permission of the owner of the Replacement Sign property location to do so and has adequate access to the Replacement Sign property location for such purpose. All irrigation required to maintain the landscaping shall be installed at the sole cost and expense of Clear Channel and kept in working order.

Clear Channel has submitted landscaping plans for the Replacement Sign location, [copies of which are attached hereto as Exhibit D. Clear Channel shall submit an appropriate landscaping permit application to obtain a landscaping permit to landscape the property of the owner of the Replacement Sign location. Clear Channel shall secure prior approval by the property owner for any landscape permit, to the extent required by the City. Clear Channel shall be responsible for obtaining from FDOT any vegetation management

permits required for trimming/removing any vegetation in the right-of-way of SW 10th Street and all other required permits in connection therewith, if necessary.

Clear Channel shall maintain landscaping for the Replacement Sign in good condition. Upon the removal of the Replacement Sign by Clear Channel, Clear Channel shall have no further responsibility for said landscaping.

4. Repair and Maintenance. The parties acknowledge and agree that the Replacement Sign is not permitted under the City Code. However, the parties acknowledge and agree that under the authority of Section 70.20 *Florida Statutes*, City Code Chapter 102, as amended by Ordinance 2017/027, Resolution No. 2017/160 and solely by virtue of this Agreement, the Replacement Sign shall be deemed to be, and treated as, conforming uses in all respects under the City Code for purposes of maintenance of the Replacement Sign and for purposes of repair, restoration or reconstruction of the Replacement Sign after a casualty or damage to the Replacement Sign; provided that should Clear Channel not comply with its obligations to the City as set forth herein as to the Replacement Sign, and subject to the City giving to Clear Channel notice of default and opportunity to cure under Section 9 herein, it is agreed by Clear Channel that the conforming status of such Replacement Sign shall be lost and the Replacement Sign shall be deemed to be illegal and in violation of the City Code and removed promptly upon receipt of written notice from the City.

5. Payments. In order to offset the expense to the City of negotiating, adopting and implementing this Agreement, and in consideration for the opportunity for Clear Channel to reconstruct the Existing Signs as a new, more modern, safe and structurally sound monopole billboard, thereby extending the usable life of the sign structures, and to take advantage of the opportunity to utilize electronic changeable message technology on the Replacement Sign, Clear Channel agrees to pay the City as follows:

A. Annual payments of \$30,000.00 ("Annual Payment") for the Replacement Sign (computed on the basis of \$15,000.00 per each Digital face); the first annual payment shall be due and payable within forty-five (45) days after Clear Channel has received the final FDOT permit and all final City permits for the construction of the Replacement Sign ("Commencement Date") and prior to commencement of construction of the Replacement Sign. Thereafter, each Annual Payment shall be made on the anniversary date of the Commencement Date.

B. If Clear Channel fails to pay an Annual Payment on its due date, then, after ten (10) days' written notice from the City to Clear Channel of the Annual Payment, Clear Channel fails to pay the Annual Payment, Clear Channel shall be responsible for paying the principal due plus a 5% late charge. If after an additional twenty (20) days written notice, the Annual Payment plus the 5% late charge is unpaid for an additional thirty (30) days, Clear Channel shall be deemed to be in default, and subject to the terms of Section 9 herein, any unpaid amount due (including late charge) shall accrue interest at the rate of twelve per cent (12 %) per annum until the date of payment.

C. The Annual Payment shall be increased by ten percent (10%) on each

five (5) year anniversary of the Commencement Date.

D. In the event that, in Clear Channel's sole opinion: (a) Clear Channel is unable to secure or maintain any required permit or license from any appropriate governmental authority; (b) any federal, state or local statute, ordinance regulation or other governmental action precludes or materially limits use of the Replacement Sign property location for outdoor advertising purposes; (c) the Replacement Sign becomes entirely or partially obstructed or destroyed; (d) the view of the Replacement Sign is obstructed or impaired in any way by any object or growth on the Replacement Sign property location or on any neighboring property; there occurs a diversion of traffic from, or a change in the direction of, traffic past the Replacement Signs; (f) Clear Channel is prevented from maintaining electrical power to the Replacement Sign property location or illuminating the Replacement Sign; (g) Clear Channel finds that, in Clear Channel's sole opinion, the continued maintenance/operation of the Replacement Sign is impractical or uneconomical due to engineering, architectural, construction or maintenance circumstances which will require structural improvements to the Replacement Sign or the Replacement Sign property location; (h) maintenance will be hampered or made unsafe due to conditions caused by nearby properties, land uses, or utilities; (i) Clear Channel loses its lease with the owner of the property where the Replacement Sign is located or is unable to extend the lease on reasonably economic terms (in Clear Channel's sole opinion); then Clear Channel shall, at its option, have the right to remove the Replacement Sign and terminate this Agreement. As a precondition to being released from the payment obligations set forth herein based upon the above, Clear Channel shall be required to completely remove the Replacement Sign and remove all debris and fill any holes in the ground back to grade and thereafter all obligations hereunder as to the Replacement Sign shall be void except for any obligations to indemnify, defend or hold harmless the City; once removed there shall be no right to reconstruct the Replacement Sign.

E. It is understood and agreed by the parties hereto that so long as the Replacement Sign remains at its location, Clear Channel shall be required to comply with the obligations set forth herein. No assignment of any rights of Clear Channel shall relieve it of said obligation unless said assignee confirms in writing that it has the ability to honor the terms hereof and commits to honor the terms hereof in a written document reasonably acceptable to the City. If the lease for the property upon which the Replacement Sign is located is terminated or assigned and terminated, then Clear Channel shall remove the Replacement Sign unless there is acceptance of the obligations of this Agreement in a written document reasonably acceptable to the City by a party with the lawful authority to comply with the conditions hereof; otherwise the Replacement Sign shall be removed and failure to do so shall be a violation of the City Code. If the Replacement Sign is removed for the lease termination described herein, Clear Channel's obligation for the annual payment to the City in Section 4. Payments (A), shall immediately cease upon the date the Sign(s) cease operation.

Except as expressly provided in this Section 4, or for permitting fees, Clear Channel shall not have any additional or further obligation for payment of any fees, costs or expenses to

the City for the right to erect, operate and/or maintain the Replacement Sign.

6. Non-Monetary Consideration. In addition to the financial payments set forth in Paragraph 4 above, Clear Channel further agrees as follows:

A. Clear Channel will make the Replacement Sign available for the dissemination of public service information as follows: (a) during times of declared weather emergencies affecting the City, Clear Channel will make the Replacement Sign available for the sole and limited purpose of communicating emergency information to the City's citizens and the travelling public, in accordance with the terms and conditions of the emergency alert notification program (the "Emergency Notification Program") adopted by the Florida Outdoor Advertising Association (the "FOAA") and the Florida Division of Emergency Management ("FDEM"); and (b) Clear Channel will make the Replacement Sign available for the display of "amber alerts" issued by the Florida Department of Law Enforcement ("FDLE"), when it is determined, pursuant to guidelines and procedures already in place between the FDLE and the outdoor advertising industry to identify appropriate situations, duration and sign locations, that display of the "amber alert" on the Replacement Sign would provide information to the travelling public that could be instrumental in assisting authorities in resolving an abduction; and

B. Public Service Notices. On a space-available basis, Clear Channel will display City public service announcements and advertise City-sponsored events ("City Announcements") on the Replacement Sign, pursuant and subject to the procedures, conditions and restrictions set forth below. Any such City Announcements shall be strictly for the benefit of the City and shall not include the names or logos of any third-party businesses or sponsors. If after posting a City Announcement any third party asserts that said announcement is defamatory or infringes on any copyright, trademark, or other intellectual property or privacy right, or if adverse publicity results therefrom, Clear Channel shall have the right to remove the City Announcement, and to discontinue the display of the City Announcement until such time as the City shall supply a new, or designate a previous, City Announcement as the Stock Copy (as defined below), pursuant to the provisions of this paragraph.

Clear Channel will provide the City with one (1) slot (hereinafter "Slot") on each face of the Replacement Sign for the advertisement of City Announcements any time there is an unsold Slot available on any such face. A "slot" is defined as one in a rotation of eight advertisement slots, each eight seconds in duration. To be eligible to take advantage of this opportunity, the City shall provide Clear Channel, in advance, with the artwork/design/graphics for the City Announcement. Any advertising shall be at no cost to the City. All artwork, design, graphics, production and installation costs relating to the City Announcement(s) shall be at the sole expense of the City.

During any time period when there is an unsold Slot on either face of the Replacement sign, Clear Channel will post, without prior notice to the City, the most recent City Announcement supplied by the City to Clear Channel and designated for such purpose (the "Stock Copy"). The City may change the Stock Copy at any time, and from time to

time, by providing Clear Channel with a new City Announcement, along with a request that such City Announcement be substituted as the designated Stock Copy. Clear Channel's obligation to post City Announcements shall be limited to the last City Announcement designated as Stock Copy by the City for such purpose. Any change in the Stock Copy designation shall not be effective until ten (10) days after receipt by Clear Channel of the artwork/design/graphics for the new City Announcement. A City Announcement may be removed by Clear Channel at any time, without prior notice to the City in the event the space so occupied by the City Announcement is leased or rented to third parties by Clear Channel.

For purposes of this paragraph, the City's contact person shall be the City Manager or designee, and Clear Channel's contact person shall be Greg Hibbs, a Real Estate Representative and / or assigns.

7. Complete Understanding. This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits hereto (if any), constitute the full and complete agreement between the parties hereto with respect to the matters covered herein to the date hereof, and supersedes and controls over any and all prior agreements, understanding, representations, correspondence and statements whether written, oral or implied, which are deemed to be merged into this Agreement.

8. Amendment. The parties may amend this Agreement only by a written instrument signed by each of the parties. There cannot be any waiver, variation, modification, amendment or change to the terms of this Agreement except as may be made in writing and executed by each party hereto. If any party fails to enforce its respective rights under this Agreement or fails to insist upon the performance of another party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

9. Notices. All notices, demands, requests for approvals or other communications required or authorized to be given by either party to another shall be in writing and shall be hand-delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by a recognized overnight courier service to each party indicated below, addressed as follows:

If to City:

City of Deerfield Beach
Attn.: City Manager
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441

With copies to:

City Attorney
City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441

If to Clear Channel:

Clear Channel Outdoor, LLC
Attn: Jeff Andres, VP of Real Estate
5800 NW 77th Court
Miami, FL 33166

With Copies to:
Clear Channel Outdoor, LLC
2325 E. Camelback Road, Suite 400
Phoenix, AZ 85016
Attn: Operations Counsel

Notices given by courier service or by hand delivery shall be effective upon delivery and notices given by mail shall be effective on the fifth (5) business day after mailing. Refusal by any person to accept delivery of any notice delivered at the address indicated above (or as it may be changed) shall be deemed to have been an effective delivery as provided in this Section as of the date/time of such refusal. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other parties in accordance herewith, and such notices shall be effective upon receipt. Until notice of change of address is received as to any particular party hereto, all other parties may rely upon the last address given.

10. Default. In the event any Party is in default of any provision of this Agreement, the non-defaulting party, as a condition precedent to the exercise of its remedies under this Section 9, shall be required to give the defaulting Party or Parties thirty (30) days written notice ("Section 9 Notice") of same, in addition to any notices required elsewhere in this Agreement: under the Section 9 Notice, the defaulting Party or Parties shall have thirty (30) days from the receipt of such Section 9 Notice to cure the default or, if the default cannot be cured within thirty (30) days, to commence and diligently pursue a cure. If the defaulting Party or Parties timely cure the default, the default shall be deemed waived and this Agreement shall continue in full force and effect. If the defaulting Party or Parties do not timely cure such default, the non-defaulting Party or Parties shall be entitled to pursue the following rights and remedies, which are cumulative: to terminate this Agreement or to terminate this Agreement as to a Replacement Sign (if Clear Channel is the defaulting party, Clear Channel shall remove the Replacement Sign and the Replacement Sign shall lose its status as a conforming Sign(s)); to sue the defaulting Party for injunctive relief enjoining the commission of or attempt or threatened commission of a default and to obtain a decree specifically compelling performance of a term or provision of this Agreement without, in either case, being required to prove or establish that non-defaulting Party does not have an adequate remedy at law and the defaulting Party hereby waives the requirement of any such proof and acknowledges that non-defaulting Party would not have an adequate remedy at law for such default; and any other remedy which the non-defaulting Party may now have or hereafter have in equity. In no case shall Clear Channel be entitled to business damages, lost profits or consequential damages and all such claims, causes of action and rights as hereby waived. The City reserves all rights to enforce the terms hereof either by judicial action or code enforcement action or both. In addition to the foregoing, if the default claimed by the City is based on Section 4(B), the City shall have the remedy for damages in the amount of the late unpaid Annual Payment causing the default,

plus late charges and interest, as described in Section 4(B).

11. Severability. The parties covenant and agree that they will not initiate, pursue, assist, participate in (except to oppose or defend against) or in any way aid or support any action or proceeding of any type or nature challenging the constitutionality, legality or enforceability of this Agreement, or having the effect of rendering this Agreement void or unenforceable, or that would negatively impact the validity or enforceability of this Agreement in any way. The foregoing shall not prevent any party from initiating or pursuing legal action based on the other party's default hereunder except as limited herein. If any term or provision of this Agreement or the application thereof to any person or circumstance is declared invalid or unenforceable as a result of any third party challenge, the remainder of this Agreement, including any valid portion of the invalid term or provision stricken or held invalid, shall not be affected thereby and shall, with the remainder of this Agreement, continue unmodified and in full force and effect. In the event that any portion of this Agreement shall be held invalid and/or unenforceable, resulting in the forced removal of any of the Replacement Sign, the parties shall be released from any further obligations hereunder.

12. Controlling Law and Venue. This Agreement shall be construed under the laws of the State of Florida. Venue for any proceeding arising under this agreement shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida as to state court actions, and in the United States District Court for the Southern District of Florida as to federal court actions, to the exclusion of any other venue.

13. Authority to Execute and Bind. Each party represents and warrants that all requisite actions have been taken to authorize execution of this Agreement by the person signing on behalf of that party, and thereby bind that party to the terms and conditions of this Agreement.

14. Non-Waiver. The failure of any party to promptly or continually insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any Exhibit hereto, or any other agreement, instrument or document of whatever form or nature contemplated hereby by any other party or parties, shall not be deemed a waiver of any right or remedy that said party may have as a result thereof, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

15. Successors and Assigns. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. This Agreement shall not run with the land.

16. Continuing Cooperation. The parties covenant and agree that they will execute such further documents and take such further actions as may be reasonably necessary to effectuate and implement the provisions and intent of this Agreement.

17. Construction. The provisions of this Agreement shall not be construed in favor of or against any particular party as each party has reviewed the terms and conditions hereof and, by execution of this Agreement, acknowledges that said party has carefully considered the legal ramifications of this instrument, has consulted with legal counsel or has knowingly and willingly

chosen not to do so. This Agreement has been negotiated by the City and Clear Channel, and this Agreement, including, without limitation, the Exhibits (if any), shall not be deemed to have been prepared by any one party but, rather, by all equally. This Agreement shall be construed in a manner consistent with City Code Chapter 102, as amended by Ordinance 2017/027 and Resolution No. 2017/160.

18. No Third Party Beneficiaries. It is expressly agreed and understood that there are no third parties intended to be benefited by this Agreement or any of the terms, provisions, rights or benefits conferred herein, and no private right of action is intended to be created by this Agreement in any third party.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute a single instrument.

20. Term. The parties hereby expressly agree that the term of this Agreement shall be thirty (30) years, with option to renew for thirty (30) years at mutually agreeable terms, subject to any termination rights contained herein and subject to evidence that Clear Channel has a lease agreement with the owner of the Replacement Sign location at all times during the Term. At the end of the Term, this Agreement, which constitutes the primary approval for such Replacement Sign, shall also terminate, and Clear Channel shall remove the Replacement Sign, all debris at the site and fill any holes back to grade.

21. Prohibited Advertising Displays. Clear Channel represents and warrants that the content of any advertising copy or other material installed on the Replacement Sign shall comply with all applicable laws. Further, Clear Channel shall not display on the Replacement Sign, , or any other signs owned, operated or managed by Clear Channel within the City, any advertising copy or other material advertising adult entertainment (e.g. topless clubs, adult bookstores, sexually graphic materials or X-rated movies) (all such advertising in this sentence, "Restricted Advertising"). In the event Clear Channel inadvertently places such Restricted Advertising on the Replacement Sign, or on any other sign owned, operated or managed by Clear Channel in the City, Clear Channel will remove such copy within twenty-four (24) hours of receipt of written notice from the City in the case of a digital sign, and within seventy-two (72) hours of written notice from the City in the case of a non-digital sign.

22. Indemnity and Hold Harmless. This Agreement contemplates the removal of the Existing Signs in accordance with the terms and conditions set forth in this Agreement. It is recognized that Clear Channel has lease agreements with property owners (the "Landlords") relating to such existing signs that Clear Channel is voluntarily obligating itself to remove under the terms of this Agreement. Consequently, Clear Channel agrees to indemnify the City from any lawsuit by a Landlord and shall defend with counsel designated by Clear Channel and reasonably acceptable to the City and hold the City harmless against any claim asserted by a Landlord arising from the removal of an Existing Sign that is removed after the date of this Agreement. In the event of litigation or an administrative proceeding concerning the validity or enforceability of this Agreement or the City Commission approval of same, Clear Channel shall defend the City in any such litigation with counsel designated by Clear Channel and reasonably acceptable to the City

and shall seek to uphold the terms and conditions of this Agreement.

Further, Clear Channel shall defend, indemnify and hold the City harmless from any challenges to the validity or enforceability of this Agreement and may not settle any such matter without the City's consent, which may be withheld if the settlement requires the City to pay any money or forego enforcement of the City Code. Clear Channel shall also defend, indemnify and hold the City harmless from all other claims, causes of action, judgments, penalties, or other liability of any nature related to this Agreement. Nothing herein shall be deemed a waiver of the City's sovereign immunity.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the City and Clear Channel have executed or caused their duly authorized representatives to execute this Agreement.

Mayor

Dated: _____, 2021

Attest:

Approved as to legal form:

City Clerk

City Attorney

Dated: Dated: _____, 2021

Dated: _____, 2021

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing was acknowledged before me this _____ day of _____, 2021 by: _____ as _____ of THE CITY OF DEERFIELD BEACH, on behalf of the City. He/She [] is personally known to me or [] produced _____ as identification.

Notary Public, State of

Printed Name of Notary

My commission expires:

Signed, sealed and delivered
In our presence as witnesses:

CLEAR CHANNEL OUTDOOR, LLC

Signature

By: _____
JASPER JOHNSON
President, S. FL Division

Printed Name

Dated: _____

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing was acknowledged before me this _____ day of _____,
2021 by: _____ as _____ of Clear Channel
Outdoor. He/She [] is personally known to me or [] produced _____ as
identification.

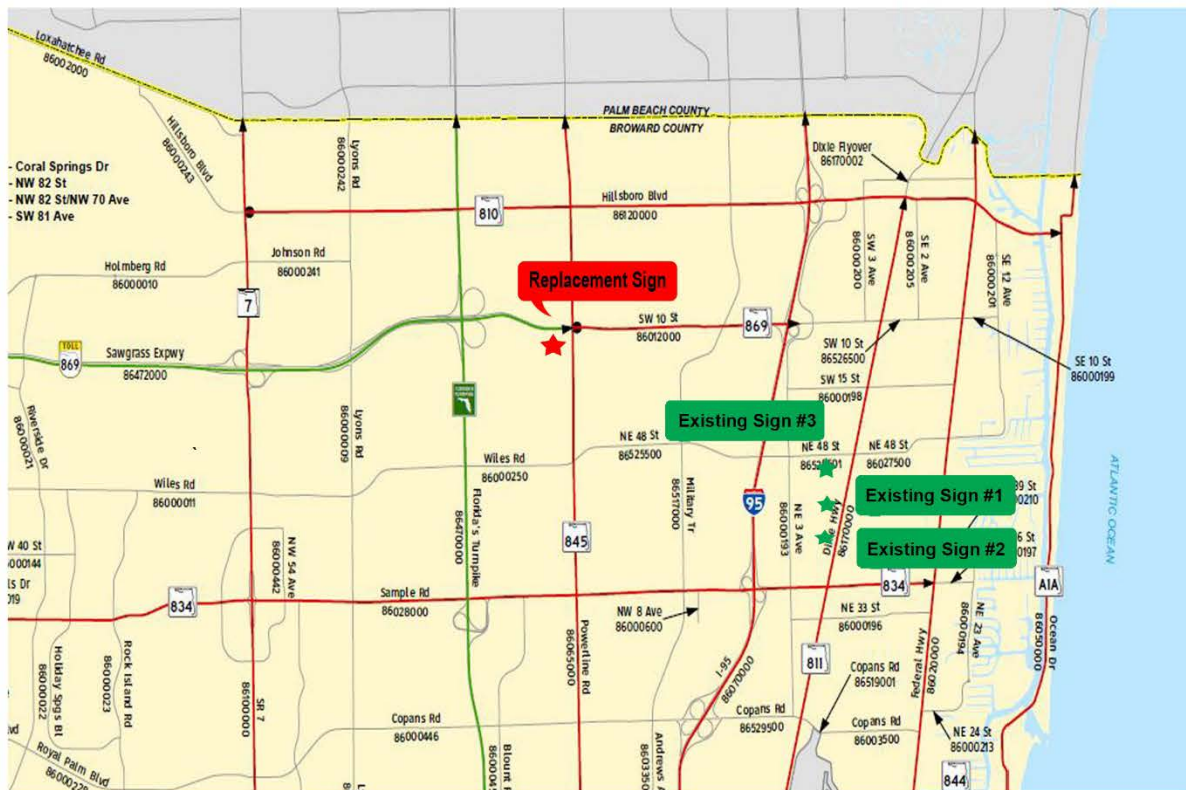
Notary Public, State of

Printed Name of Notary

My commission expires:

Exhibit#: _____

Relocation and Reconstruction Agreement Billboard Map



Existing Signs to be removed - Green

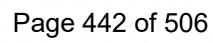
#1: Folio#: 484213070030
 #2: Folio#: 484213010140
 #3: Folio#: 484213210010 [w] /
 in conjunction with (e) 4842213300020

4381 N. Dixie Highway
 4201 N. Dixie Highway
 910 NE 48th Street
 4701 N. Dixie Hwy

Replacement Sign - Red

Folio#: 484209020010

3652 SW 10th Street
 aka: Sawgrass Expressway



3652 SW 10th Street, Deerfield Beach
aka: Sawgrass Expwy SS 600F WO Powerline Rd

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RELOCATION AND RECONSTRUCTION AGREEMENT

THIS RELOCATION AND RECONSTRUCTION AGREEMENT (the "Agreement") is made as of the _____ day of _____ 2021, by and between the City of Deerfield Beach, a municipal corporation organized and existing under the laws of the State of Florida (the "City"), and Clear Channel Outdoor, LLC, a Delaware limited liability company registered and authorized to do business in Florida ("Clear Channel").

WITNESSETH:

WHEREAS, Section 70.20, *Florida Statutes*, expressly authorizes and encourages agreements of this type by empowering municipalities and owners of billboard signs to enter into relocation and reconstruction agreements, on mutually agreeable terms, that allow the municipality to accomplish its public goals while allowing the continued maintenance of private investment in outdoor advertising signs as a medium of commercial and non-commercial communication; and

WHEREAS, Clear Channel is engaged in the business of constructing, operating and maintaining billboard signs in Broward County, Florida and, in particular, within the City; and

WHEREAS, Clear Channel is the owner of certain legally existing, non-conforming sign structures (the "Existing Signs"), located within the jurisdiction of the City on the parcels of land as follows:

- A. Existing Sign #1 - Double-faced Sign, located at 4381 N. Dixie Highway (Folio No. 484213070030), on the west side of Dixie Highway 40 feet south of NE 44th St
 - 1. Face#: 12875 – Facing South
 - 2. Face#: 12876 – Facing North
- B. Existing Sign #2 – Double-faced Sign, located at 4201 N. Dixie Highway (Folio No. 484213010140), on the west side of Dixie Highway 105 feet south of NE 42nd St
 - 1. Face#: 12865 – Facing South
 - 2. Face#: 12866 – Facing North
- C. Existing Sign #3 – Double-faced Sign, located at 910 NE 48th St (Folio No. 484213210010), on the south side of NE 48th St 300 feet west of Dixie Highway, in conjunction with 4701 N. Dixie Highway (Folio No. 484213300020)
 - 1. Face#: 13014 – Facing East
 - 2. Face#: 13015 - Facing West

WHEREAS, Clear Channel represents that the Existing Signs, notwithstanding the fact that the signs could not be constructed under the present code, are legally existing and allowed to remain in use as non-conforming signs under the City's current Land Development Code (the "LDC") as long as their use is continued and unaltered and subject to the conditions set forth for nonconforming uses in the LDC; and

WHEREAS, the Existing Signs may not meet current wind-load and other relevant engineering requirements of the LDC; and

WHEREAS, the City desires to encourage outdoor advertising companies to voluntarily reduce or eliminate outdoor advertising structures within the City that do not comply with current engineering and wind-load requirements; and

WHEREAS, pursuant to Resolution No. 2017/160, the City has the goals, pursuant to §70.20, *Florida Statutes*, to

- A. encourage outdoor advertising companies to reduce or eliminate outdoor advertising structures on surface streets in the City, including, without limitation, on Dixie Highway and
- B. to improve the safety of outdoor advertising signs, and
- C. to reduce the number of billboards in the City; and

WHEREAS, the City hereby gives notice of its intent to act in accordance with its goals defined above by allowing Clear Channel to remove the Existing Signs and reconstruct the Replacement Sign (as defined below) pursuant to §70.20, *Florida Statutes*, City Code Chapter 102, as amended by Ordinance 2017/027, Resolution No. 2017/160 and this Agreement; and

WHEREAS, as a result of said notice, Clear Channel proposes to remove the Existing Signs and construct the replacement outdoor advertising sign (the "Replacement Sign") that meets all current engineering and wind-load requirements of the LDC, located within the jurisdiction of the City on the parcel of land as follows:

1. Replacement Sign. New Double-faced Sign, located at 3652 SW 10th St (Folio No. 484209020010; Replacement Sign location), south side of SW 10th St., aka Sawgrass Expressway SS 600 FT WO Powerline Road. One digital face facing East and one digital face facing West. This sign is a replacement for the Existing Signs and each face of the Replacement Sign will be operated by Clear Channel as a digital display face.; and

WHEREAS, the City and Clear Channel desire to enter into this Agreement, establishing the terms and conditions under which Clear Channel will be permitted to remove the Existing Signs, and to construct and maintain the Replacement Sign; and

WHEREAS, the City finds and determines that the provisions of this Agreement are in the public interest and will assist it in accomplishing the goals set forth herein, including, without limitation, reducing the number of billboards in the City; and

WHEREAS, Clear Channel represents to the City that Clear Channel has obtained from the owner of the Replacement Sign location, all legal rights to construct and maintain Replacement Sign thereon in accordance with this Agreement.

WHEREAS, the City is entering into this Agreement solely based upon the authority of Section 70.20, *Florida Statutes*, City Code Chapter 102, as amended by Ordinance 2017/027, Resolution No. 2017/160 and agreement of Clear Channel to reduce the number of signs in the City and to relocate certain sign, in addition to the other valuable consideration set forth herein;

NOW THEREFORE, for and in consideration of the above recitals and the mutual exchange of the covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the City and Clear Channel do hereby agree as follows:

1. **Recitals.** The foregoing recitals express the intent of the parties and are incorporated herein as contractual terms, and not merely recitals.
2. **Removal of Existing Signs.** Clear Channel shall completely remove the Existing Signs before performing construction on the Replacement Sign beyond the installation of the foundation for said sign. It is understood and agreed that construction of the Replacement Sign shall not commence until receipt of all applicable final non-appealable (with no appeal having been filed) governmental and third party permits and approvals.

A. Sign Removal. Contemporaneously with the submission of Clear Channel's permit applications to the City for construction of the Replacement Sign, Clear Channel shall also apply for demolition permits for the Existing Signs. The City shall use its best efforts to issue the demolition permits within forty-five (45) days after submission of complete permit applications which comply with all applicable City requirements. Clear Channel shall demolish the above-ground portions of the Existing Signs, remove all sign debris, and dispose of same in accordance with applicable regulations of the City's LDC, prior to or contemporaneous with erection of the Replacement Sign. Upon demolition, the Existing Signs may not be replaced, and such signs shall lose their status as legal non-conforming signs.

B. Clear Channel shall have no obligation to demolish or remove the Existing Signs unless and until it has obtained all necessary permits and approvals from the City and FDOT for construction and maintenance of the Replacement Sign. In the event that Clear Channel is unable to obtain all necessary permits and approvals for the construction of the Replacement Sign, Clear Channel shall be relieved of any obligation under this Agreement to remove the Existing Signs and shall have the right to terminate this Agreement upon thirty (30) days written notice to the City. In any event, if Clear Channel fails to submit a complete permit application for the Replacement Sign in compliance with all building

code requirements within 180 days of receiving an FDOT permit for such sign, then this Agreement shall be deemed terminated and null and void as to the Replacement Sign.

C. The demolition permits for the Existing Signs shall be building permits as required by the City and shall provide, without limitation, the following:

1. the Existing Sign shall be completely removed at the expense of Clear Channel.
2. the pole for each Existing Sign shall be cut two (2) feet below grade.
3. the hole caused by the excavation necessary to cut the pole two (2) feet below grade, shall be filled to grade, and the site shall be regraded, re-asphalted and/or re-landscaped as appropriate.
4. Clear Channel shall be responsible to repair any utility lines cut or damaged during removal of an Existing Sign and to repair all other property damage resulting from such removal.

D. The City shall cooperate with Clear Channel in obtaining any necessary permits and/or approvals from any State or local agency or department for removal of the Existing Signs; provided that nothing herein shall require the City to assume or acknowledge any obligations, or responsibility, whether financial or otherwise, other than those obligations specifically set forth in this Agreement.

E. Upon removal as provided herein, the Existing Signs shall lose their non-conforming status.

3. **Replacement Sign.**

A. **Location.** The Replacement Sign will be constructed as depicted in the site plans attached hereto:

Exhibit A- Site Plan for Replacement Sign

B. **Permits and Construction.** Clear Channel shall be responsible for obtaining and paying for all required building permits and approvals to erect and maintain the Replacement Sign. The Replacement Sign shall be permitted and constructed in compliance with the requirements of Chap. 479, Fla. Stat. and the rules applicable to same. In addition, Clear Channel shall obtain building permits from the City based on plans which are in compliance with the Florida Building Code ("FBC"). The City, shall expeditiously process all necessary permits for erection of the Replacement Sign after submission of complete permit application(s) by Clear Channel, including any necessary engineering and construction plans or specifications demonstrating compliance with all applicable building and electrical codes. The City shall cooperate with Clear Channel in obtaining any necessary permits and/or approvals from FDOT (or any other State or local agency or department) for the removal of the Existing Signs and/or the erection and maintenance of the Replacement Sign by, among other things, timely executing such forms, applications or other documents as may be required for Clear Channel to obtain all such permits or approvals. The City's approval and issuance of all permits and approvals, shall not be unreasonably withheld, delayed or conditioned. As to FDOT, the City shall prepare and execute the portion of the FDOT Application for Outdoor Advertising Permit entitled "Determination of Land Use" and similar documents or information requested by FDOT; a copy of the current Application for Outdoor Advertising Permit form is attached hereto as **Exhibit B.** Nothing contained herein shall require the City to commit to or assume any obligations, financial or otherwise as part of its duty to execute documents or cooperate or to assume or acknowledge any liability of any kind whatsoever for the actions of Clear Channel, except as specifically set forth in this Agreement.

C. **Description.** The City and Clear Channel agree that the height of the Replacement Sign shall be measured pursuant to, and shall comply with the provisions of, Chapter 479, *Florida Statutes*, and the related Florida Administrative Code provisions and FDOT regulations. The Replacement Sign shall be constructed using a double-face monopole structure, and the monopole and sign structure shall be of a silver/metallic finish. The size of each display face of the Replacement Sign shall not exceed 14 feet in height and 48 feet in length. The Replacement Sign will utilize LED or other similar electronic changeable message technology (as may be determined by Clear Channel from time to time). Clear Channel will operate the sign face(s) as digital display faces.

D. **FDOT Regulations.** The changeable message display shall comply with all applicable FDOT regulations (as they may be amended from time to time) relating to brightness and the interval of copy change, which regulations are currently set forth in Section 14-10.004 of the Florida Administrative Code, a copy of which is attached hereto as **Exhibit C.** provided that the interval of copy change on

any sign face on the Replacement Sign shall be no more frequent than one (1) change every eight (8) seconds.

E. Landscaping. Clear Channel shall install landscaping that complies with all requirements of the City Code, or near the base of each Replacement Sign sufficient to reasonably obscure the base of the Replacement Sign and any ground-level appurtenances thereto from the view of the travelling public on adjacent roadways. The nature and location of said landscape screening shall be subject to City approval, which approval shall not be unreasonably withheld, delayed or conditioned. Clear Channel shall maintain said landscaping in good condition and shall replace same if necessary. Clear Channel shall be responsible for the maintenance and/or replacement of said landscaping only so long as it has the permission of the owner of the Replacement Sign property location to do so and has adequate access to the Replacement Sign property location for such purpose. All irrigation required to maintain the landscaping shall be installed at the sole cost and expense of Clear Channel and kept in working order.

Clear Channel has submitted landscaping plans for the Replacement Sign location, [copies of which are attached hereto as **Exhibit D.** Clear Channel shall submit an appropriate landscaping permit application to obtain a landscaping permit to landscape the property of the owner of the Replacement Sign location. Clear Channel shall secure prior approval by the property owner for any landscape permit, to the extent required by the City.

Clear Channel shall be responsible for obtaining from FDOT any vegetation management permits required for trimming/removing any vegetation in the right-of-way of SW 10th Street and all other required permits in connection therewith, if necessary.

Clear Channel shall maintain landscaping for the Replacement Sign in good condition. Upon the removal of the Replacement Sign by Clear Channel, Clear Channel shall have no further responsibility for said landscaping.

4. **Repair and Maintenance.** The parties acknowledge and agree that the Replacement Sign is not permitted under the City Code. However, the parties acknowledge and agree that under the authority of Section 70.20 *Florida Statutes*, City Code Chapter 102, as amended by Ordinance 2017/027, Resolution No. 2017/160 and solely by virtue of this Agreement, the Replacement Sign shall be deemed to be, and treated as, conforming uses in all respects under the City Code for purposes of maintenance of the Replacement Sign and for purposes of repair, restoration or reconstruction of the Replacement Sign after a casualty or damage to the Replacement Sign; provided that should Clear Channel not comply with its obligations to the City as set forth herein as to the Replacement Sign, and subject to the City giving to Clear Channel notice of default and opportunity to cure under Section 9 herein, it is agreed by Clear Channel that the conforming status of such Replacement Sign shall be lost and the Replacement Sign shall be deemed to be illegal and in violation of the City Code and removed promptly upon receipt of written notice from the City.
5. **Payments.** In order to offset the expense to the City of negotiating, adopting and implementing this Agreement, and in consideration for the opportunity for Clear Channel to reconstruct the Existing Signs as a new, more modern, safe and structurally sound monopole billboard, thereby extending the usable life of the sign structures, and to take advantage of the opportunity to utilize electronic changeable message technology on the Replacement Sign, Clear Channel agrees to pay the City as follows:
 - A. Annual payments of \$30,000.00 ("Annual Payment") for the Replacement Sign (computed on the basis of \$15,000.00 per each Digital face); the first annual payment shall be due and payable within forty-five (45) days after Clear Channel has received the final non-appealable FDOT permit and all final non-appealable City permits and other final requisite approvals for the construction of the Replacement Sign ("Commencement Date") and prior to commencement of construction of the Replacement Sign. Thereafter, each Annual Payment shall be made on the anniversary date of the Commencement Date.
 - B. If Clear Channel fails to pay an Annual Payment on its due date, then, after ten (10) days' written notice from the City to Clear Channel of the Annual Payment, Clear Channel fails to pay the Annual Payment, Clear Channel shall be responsible for paying the principal due plus a 5% late charge. If after an additional twenty (20) days written notice, the Annual Payment plus the 5% late charge is unpaid for an additional thirty (30) days, Clear Channel shall be deemed to be in default,

and subject to the terms of Section 9 herein, any unpaid amount due (including late charge) shall accrue interest at the rate of twelve per cent (12 %) per annum until the date of payment.

C. The Annual Payment shall be increased by ten percent (10%) on each five (5) year anniversary of the Commencement Date.

D. In the event that, in Clear Channel's sole opinion: (a) Clear Channel is unable to secure or maintain any required permit or license from any appropriate governmental authority; (b) any federal, state or local statute, ordinance regulation or other governmental action precludes or materially limits use of the Replacement Sign property location for outdoor advertising purposes; (c) the Replacement Sign becomes entirely or partially obstructed or destroyed; (d) the view of the Replacement Sign is obstructed or impaired in any way by any object or growth on the Replacement Sign property location or on any neighboring property; there occurs a diversion of traffic from, or a change in the direction of, traffic past the Replacement Signs; (f) Clear Channel is prevented from maintaining electrical power to the Replacement Sign property location or illuminating the Replacement Sign; (g) Clear Channel finds that, in Clear Channel's sole opinion, the continued maintenance/operation of the Replacement Sign is impractical or uneconomical due to engineering, architectural, construction or maintenance circumstances which will require structural improvements to the Replacement Sign or the Replacement Sign property location; (h) maintenance will be hampered or made unsafe due to conditions caused by nearby properties, land uses, or utilities; (i) Clear Channel loses its lease with the owner of the property where the Replacement Sign is located or is unable to extend the lease on reasonably economic terms (in Clear Channel's sole opinion); then Clear Channel shall, at its option, have the right to remove the Replacement Sign and terminate this Agreement. As a precondition to being released from the payment obligations set forth herein based upon the above, Clear Channel shall be required to completely remove the Replacement Sign and remove all debris and fill any holes in the ground back to grade and thereafter all obligations hereunder as to the Replacement Sign shall be void except for any obligations to indemnify, defend or hold harmless the City; once removed there shall be no right to reconstruct the Replacement Sign.

E. It is understood and agreed by the parties hereto that so long as the Replacement Sign remains at its location, Clear Channel shall be required to comply with the obligations set forth herein. No assignment of any rights of Clear Channel shall relieve it of said obligation unless said assignee confirms in writing that it has the ability to honor the terms hereof and commits to honor the terms hereof in a written document reasonably acceptable to the City. If the lease for the property upon which the Replacement Sign is located is terminated or assigned and terminated, then Clear Channel shall remove the Replacement Sign unless there is acceptance of the obligations of this Agreement in a written document reasonably acceptable to the City by a party with the lawful authority to comply with the conditions hereof; otherwise the Replacement Sign shall be removed and failure to do so shall be a violation of the City Code. If the Replacement Sign is removed for the lease termination described herein, Clear Channel's obligation for the annual payment to the City in Section 4. Payments (A), shall immediately cease upon the date the Sign(s) cease operation.

Except as expressly provided in this Section 4, or for permitting fees, Clear Channel shall not have any additional or further obligation for payment of any fees, costs or expenses to the City for the right to erect, operate and/or maintain the Replacement Sign.

4. **Non-Monetary Consideration.** In addition to the financial payments set forth in Paragraph 4 above, Clear Channel further agrees as follows:

A. Clear Channel will make the Replacement Sign available for the dissemination of public service information as follows: (a) during times of declared weather emergencies affecting the City, Clear Channel will make the Replacement Sign available for the sole and limited purpose of communicating emergency information to the City's citizens and the travelling public, in accordance with the terms and conditions of the emergency alert notification program (the "Emergency Notification Program") adopted by the Florida Outdoor Advertising Association (the "FOAA") and the Florida Division of Emergency Management ("FDEM"); and (b) Clear Channel will make the Replacement Sign available for the display of "amber alerts" issued by the Florida Department of Law Enforcement ("FDLE"), when it is determined, pursuant to guidelines and

procedures already in place between the FDLE and the outdoor advertising industry to identify appropriate situations, duration and sign locations, that display of the "amber alert" on the Replacement Sign would provide information to the travelling public that could be instrumental in assisting authorities in resolving an abduction; and

B. Public Service Notices. On a space-available basis, Clear Channel will display City public service announcements and advertise City-sponsored events ("City Announcements") on the Replacement Sign, pursuant and subject to the procedures, conditions and restrictions set forth below. Any such City Announcements shall be strictly for the benefit of the City and shall not include the names or logos of any third- party businesses or sponsors. If after posting a City Announcement any third party asserts that said announcement is defamatory or infringes on any copyright, trademark, or other intellectual property or privacy right, or if adverse publicity results therefrom, Clear Channel shall have the right to remove the City Announcement, and to discontinue the display of the City Announcement until such time as the City shall supply a new, or designate a previous, City Announcement as the Stock Copy (as defined below), pursuant to the provisions of this paragraph.

Clear Channel will provide the City with one (1) slot (hereinafter "Slot") on each face of the Replacement Sign for the advertisement of City Announcements any time there is an unsold Slot available on any such face. A "slot" is defined as one in a rotation of eight advertisement slots, each eight seconds in duration. To be eligible to take advantage of this opportunity, the City shall provide Clear Channel, in advance, with the artwork/design/graphics for the City Announcement. Any advertising shall be at no cost to the City. All artwork, design, graphics, production and installation costs relating to the City Announcement(s) shall be at the sole expense of the City.

During any time period when there is an unsold Slot on either face of the Replacement sign, Clear Channel will post, without prior notice to the City, the most recent City Announcement supplied by the City to Clear Channel and designated for such purpose (the "Stock Copy"). The City may change the Stock Copy at any time, and from time to time, by providing Clear Channel with a new City Announcement, along with a request that such City Announcement be substituted as the designated Stock Copy. Clear Channel's obligation to post City Announcements shall be limited to the last City Announcement designated as Stock Copy by the City for such purpose. Any change in the Stock Copy designation shall not be effective until ten (10) days after receipt by Clear Channel of the artwork/design/graphics for the new City Announcement. A City Announcement may be removed by Clear Channel at any time, without prior notice to the City in the event the space so occupied by the City Announcement is leased or rented to third parties by Clear Channel.

For purposes of this paragraph, the City's contact person shall be [REDACTED], and Clear Channel's contact person shall be Greg Hibbs, a Real Estate Representative and / or assigns.

5. **Complete Understanding.** This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits hereto (if any), constitute the full and complete agreement between the parties hereto with respect to the matters covered herein to the date hereof, and supersedes and controls over any and all prior agreements, understanding, representations, correspondence and statements whether written, oral or implied, which are deemed to be merged into this Agreement.
6. **Amendment.** The parties may amend this Agreement only by a written instrument signed by each of the parties. There cannot be any waiver, variation, modification, amendment or change to the terms of this Agreement except as may be made in writing and executed by each party hereto. If any party fails to enforce its respective rights under this Agreement or fails to insist upon the performance of another party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
7. **Notices.** All notices, demands, requests for approvals or other communications required or authorized to be given by either party to another shall be in writing and shall be hand- delivered or sent by registered

or certified mail, postage prepaid, return receipt requested, or by a recognized overnight courier service to each party indicated below, addressed as follows:

If to City:

City of Deerfield Beach
Attn.: City Manager
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441

With copies to:

City Attorney
City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441

If to Clear Channel:

Clear Channel Outdoor, LLC
Attn: Jeff Andres, VP of Real Estate
5800 NW 77th Court
Miami, FL 33166

With Copies to:

Clear Channel Outdoor, LLC
2325 E. Camelback Road, Suite 400
Phoenix, AZ 85016
Attn: Operations Counsel

Notices given by courier service or by hand delivery shall be effective upon delivery and notices given by mail shall be effective on the fifth (5) business day after mailing. Refusal by any person to accept delivery of any notice delivered at the address indicated above (or as it may be changed) shall be deemed to have been an effective delivery as provided in this Section as of the date/time of such refusal. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other parties in accordance herewith, and such notices shall be effective upon receipt. Until notice of change of address is received as to any particular party hereto, all other parties may rely upon the last address given.

8. **Default.** In the event any Party is in default of any provision of this Agreement, the non- defaulting party, as a condition precedent to the exercise of its remedies under this Section 9, shall be required to give the defaulting Party or Parties thirty (30) days written notice ("Section 9 Notice") of same, in addition to any notices required elsewhere in this Agreement: under the Section 9 Notice, the defaulting Party or Parties shall have thirty (30) days from the receipt of such Section 9 Notice to cure the default or, if the default cannot be cured within thirty (30) days, to commence and diligently pursue a cure. If the defaulting Party or Parties timely cure the default, the default shall be deemed waived and this Agreement shall continue in full force and effect. If the defaulting Party or Parties do not timely cure such default, the non-defaulting Party or Parties shall be entitled to pursue the following rights and remedies, which are cumulative: to terminate this Agreement or to terminate this Agreement as to a Replacement Sign (if Clear Channel is the defaulting party, Clear Channel shall remove the Replacement Sign and the Replacement Sign shall lose its status as a conforming Sign(s)); to sue the defaulting Party for injunctive relief enjoining the commission of or attempt or threatened commission of a default and to obtain a decree specifically compelling performance of a term or provision of this Agreement without, in either case, being required to prove or establish that non-defaulting Party does not have an adequate remedy at law and the defaulting Party hereby waives the requirement of any such proof and acknowledges that non-defaulting Party would not have an adequate remedy at law for such default; and any other remedy which the non-defaulting Party may now have or hereafter have in equity. In no case shall Clear Channel be entitled to business damages, lost profits or consequential damages and all such claims, causes of action and rights as hereby waived. The City reserves all rights to enforce the terms hereof either by judicial action or code enforcement action or both. In addition to the foregoing, if the default claimed by the City

is based on Section 4(B), the City shall have the remedy for damages in the amount of the late unpaid Annual Payment causing the default, plus late charges and interest, as described in Section 4(B).

9. **Severability.** The parties covenant and agree that they will not initiate, pursue, assist, participate in (except to oppose or defend against) or in any way aid or support any action or proceeding of any type or nature challenging the constitutionality, legality or enforceability of this Agreement, or having the effect of rendering this Agreement void or unenforceable, or that would negatively impact the validity or enforceability of this Agreement in any way. The foregoing shall not prevent any party from initiating or pursuing legal action based on the other party's default hereunder except as limited herein. If any term or provision of this Agreement or the application thereof to any person or circumstance is declared invalid or unenforceable as a result of any third party challenge, the remainder of this Agreement, including any valid portion of the invalid term or provision stricken or held invalid, shall not be affected thereby and shall, with the remainder of this Agreement, continue unmodified and in full force and effect. In the event that any portion of this Agreement shall be held invalid and/or unenforceable, resulting in the forced removal of any of the Replacement Sign, the parties shall be released from any further obligations hereunder.
10. **Controlling Law and Venue.** This Agreement shall be construed under the laws of the State of Florida. Venue for any proceeding arising under this agreement shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida as to state court actions, and in the United States District Court for the Southern District of Florida as to federal court actions, to the exclusion of any other venue.
11. **Authority to Execute and Bind.** Each party represents and warrants that all requisite actions have been taken to authorize execution of this Agreement by the person signing on behalf of that party, and thereby bind that party to the terms and conditions of this Agreement.
12. **Non-Waiver.** The failure of any party to promptly or continually insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any Exhibit hereto, or any other agreement, instrument or document of whatever form or nature contemplated hereby by any other party or parties, shall not be deemed a waiver of any right or remedy that said party may have as a result thereof, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.
13. **Successors and Assigns.** The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. This Agreement shall not run with the land.
14. **Continuing Cooperation.** The parties covenant and agree that they will execute such further documents and take such further actions as may be reasonably necessary to effectuate and implement the provisions and intent of this Agreement.
15. **Construction.** The provisions of this Agreement shall not be construed in favor of or against any particular party as each party has reviewed the terms and conditions hereof and, by execution of this Agreement, acknowledges that said party has carefully considered the legal ramifications of this instrument, has consulted with legal counsel or has knowingly and willingly chosen not to do so. This Agreement has been negotiated by the City and Clear Channel, and this Agreement, including, without limitation, the Exhibits (if any), shall not be deemed to have been prepared by any one party but, rather, by all equally. This Agreement shall be construed in a manner consistent with City Code Chapter 102, as amended by Ordinance 2017/027 and Resolution No. 2017/160.
16. **No Third Party Beneficiaries.** It is expressly agreed and understood that there are no third parties intended to be benefited by this Agreement or any of the terms, provisions, rights or benefits conferred herein, and no private right of action is intended to be created by this Agreement in any thirdparty.
17. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute a single instrument.
18. **Term.** The parties hereby expressly agree that the term of this Agreement shall be thirty (30) years, with option to renew for thirty (30) years at mutually agreeable terms, subject to any termination rights contained herein and subject to evidence that Clear Channel has a lease agreement with the owner of the Replacement Sign location at all times during the Term. At the end of the Term, this Agreement, which constitutes the primary approval for such Replacement Sign, shall also terminate, and Clear

Channel shall remove the Replacement Sign, all debris at the site and fill any holes back to grade.

19. **Prohibited Advertising Displays.** Clear Channel represents and warrants that the content of any advertising copy of other material installed on the Replacement Sign shall comply with all applicable laws. Further, Clear Channel shall not display on the Replacement Sign, or any other signs owned, operated or managed by Clear Channel within the City, any advertising copy or other material advertising adult entertainment (e.g. topless clubs, adult bookstores, sexually graphic materials or X-rated movies) (all such advertising in this sentence, "Restricted Advertising"). In the event Clear Channel inadvertently places such Restricted Advertising on the Replacement Sign, or on any other sign owned, operated or managed by Clear Channel in the City, Clear Channel will remove such copy within twenty-four (24) hours of receipt of written notice from the City in the case of a digital sign, and within seventy-two (72) hours of written notice from the City in the case of a non-digital sign.
20. **Indemnity and Hold Harmless.** This Agreement contemplates the removal of the Existing Signs in accordance with the terms and conditions set forth in this Agreement. It is recognized that Clear Channel has lease agreements with property owners (the "Landlords") relating to such existing signs that Clear Channel is voluntarily obligating itself to remove under the terms of this Agreement. Consequently, Clear Channel agrees to indemnify the City from any lawsuit by a Landlord and shall defend with counsel designated by Clear Channel and reasonably acceptable to the City and hold the City harmless against any claim asserted by a Landlord arising from the removal of an Existing Sign that is removed after the date of this Agreement. In the event of litigation or an administrative proceeding concerning the validity or enforceability of this Agreement or the City Commission approval of same, Clear Channel shall defend the City in any such litigation with counsel designated by Clear Channel and reasonably acceptable to the City and shall seek to uphold the terms and conditions of this Agreement.

Further, Clear Channel shall defend, indemnify and hold the City harmless from any challenges to the validity or enforceability of this Agreement and may not settle any such matter without the City's consent, which may be withheld if the settlement requires the City to pay any money or forego enforcement of the City Code. Clear Channel shall also defend, indemnify and hold the City harmless from all other claims, causes of action, judgments, penalties, or other liability of any nature related to this Agreement. Nothing herein shall be deemed a waiver of the City's sovereign immunity.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the City and Clear Channel have executed or caused their duly authorized representatives to execute this Agreement.

Mayor

Dated: _____, 2021

Attest:

Approved as to legal form:

City Clerk

City Attorney

Dated: _____, 2021

Dated: _____, 2021

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing was acknowledged before me this _____ day of _____, 2021 by:
_____ as _____ of THE CITY OF DEERFIELD BEACH, on
behalf of the City. He/She [] is personally known to me or [] produced _____ as
identification.

Notary Public, State of

Printed Name of Notary

My commission expires:

Signed, sealed and delivered
In our presence as witnesses:

CLEAR CHANNEL OUTDOOR, LLC

Signature

By: _____
JASPER JOHNSON
President, S. FL Division

Printed Name

Dated: _____

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing was acknowledged before me this _____ day of _____, 2021 by:
_____ as _____ of Clear Channel Outdoor. He/She [] is personally
known to me or [] produced _____ as identification.

Notary Public, State of

Printed Name of Notary

My commission expires:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
APPLICATION FOR OUTDOOR ADVERTISING PERMIT

575-070-04
 RIGHT OF WAY
 OGC – 07/18

[A] APPLICANT INFORMATION: (If you currently hold a State of Florida outdoor advertising license or permits, please enter the name, address and account number on file with the Department.) **PLEASE TYPE OR FILL OUT IN INK. APPLICATIONS SUBMITTED IN PENCIL WILL BE RETURNED. For assistance in completing this form, please call (850) 414-4569. THE DEPARTMENT WILL NOT MAKE CHANGES OR CORRECTIONS TO THIS FORM.**
PLEASE NOTE: If you do not currently hold an Outdoor Advertising License, it may be necessary for you to obtain one before a permit can be issued. All corrections must be initialed by the applicant, failure to do so will result in denial.

1. Name of Applicant or Company: Clear Channel Otdr - S Florida Div
2. FDOT Account Number: 50339 (If new account, leave blank. The Department will assign an Account Number)
3. Address of record: 5800 NW 77th Court
 City: Miami State: FL Zip Code: 33166 E-Mail: greghibbs@clearchannel.com
4. Mailing address for permit tag (if different from above): _____
5. Telephone #: 305-714-3543 Fax#: 305-714-3480

[B] SIGN LOCATION INFORMATION:

6. County: Broward 7. Within incorporated area? ☒ Yes ☐ No. If "yes," name of municipality: City of Deerfield Beach
8. Property Tax ID#: 4842 09 02 0010 Do you ☐ own or ☒ lease site? If lease, land owner: Anglo American, LLC
9. Location is on: US Route#: _____ State Road#: 869 Local Name/Number: Sawgrass Expressway
495 ☐ miles ☒ feet ☐ N ☐ E ☐ S ☒ W of St Rd 845 aka Powerline Road (nearest intersection),
 on the ☐ N ☐ E ☒ S ☐ W side of the roadway, facing ☐ N ☒ E ☐ S ☐ W
10. Sign Location Address (if available): 3652 SW 10th Street, Deerfield Beach, FL 33442
11. Distance of closest part of sign to state right of way: +20 feet feet
12. Method of marking sign location: ☒ Stake/flag ☐ Other (please describe): Wood Stake with White Top

[C] SIGN DESCRIPTION:

13. Sign is: ☐ Existing ☒ Proposed 14. Facing height (in feet): 14 Facing width (in feet): 48 Total Sq.Ft. 672
15. Changeable facing? ☒ Yes ☐ No If "yes," describe: Digital Changeable Message
16. Configuration of sign: ☐ Single facing (only one side) ☒ Multiple facings (a separate application is required for each facing)
17. Sign structure height: 65 feet above crown of right of way 18. Will sign be externally lighted? ☐ Yes ☒ No

[D] ADDITIONAL INFORMATION

19. Is this an application submitted as the result of a Department transportation project? ☐ Yes ☒ No If "yes," no permit fees need to be submitted.
 If yes, tag number(s) for sign to be affected: _____
20. Will cutting, trimming or removal of vegetation from State right of way to be required to create a viewing zone for this sign? ☐ Yes ☒ No
 If the answer is "Yes," an Application to Permit Vegetation Management at Outdoor Advertising Sign, Form 650-050-06 must be approved by the Department and the permits for two approximate comparable size nonconforming signs cancelled. The cancellation form(s) for the nonconforming permits surrendered for vegetation management MUST be submitted with the Application to Permit Vegetation Management at Outdoor Advertising Sign.
 Tag numbers of nonconforming permits to be affected: _____
21. Is an existing permit being cancelled as a condition of issuance of this permit OTHER than for 19. or 20., above? ☐ Yes ☒ No
 If yes, tag number(s) of permit(s) to be cancelled: _____

NOTE: IF A PERMIT IS BEING CANCELLED FOR ISSUANCE OF A NEW PERMIT, SUBMIT THE CANCELLATION CERTIFICATION WITH THIS PERMIT APPLICATION. FOR 19 & 21 ABOVE, THE EXISTING PERMIT WILL NOT BE CANCELLED UNLESS THE NEW PERMIT IS APPROVED.

22. Is application being submitted as the result of a Notice of Violation or Jurisdictional Change of Road? ☐ Yes ☒ No If yes, Notice Number: _____

[E] CERTIFICATION

I, Greg Hibbs, herby certify that the information given and the statements made in this application are true and that I have received, in writing, permission from the landowner or other person in lawful possession of the site to erect an outdoor advertising sign at the location designated in this application.

I understand that if a building permit is submitted in lieu of local government permission sign-off on this application, I am certifying that the local government has approved the placement of the proposed sign designated in this application, or in the case of an existing sign designated in this application, that the local government has not provided notice that the sign is illegal, and that the local government has taken no action to cause the sign to be removed.

I understand that submission of false or misleading information of material consequence on this application or attachments thereto, or any other violation of Chapter 479, F.S., or Chapter 14-10, F.A.C., unless corrected within 30 days of notification by the Department, will result in revocation of this permit.

I understand, pursuant to s. 479.106(5), F.S., that the Department shall not issue a permit for the cutting, trimming, or removal of trees or vegetation planted within the state right of way as part of a beautification project approved prior to the submission date of this application. I understand, pursuant to s. 14-10.057(1)(e)10., F.A.C., that a beautification project is approved when it is specifically identified in the Department's five-year work program, is a permitted landscape project, is part of an executed agreement between the Department and a local government, or has been approved in writing by the Department for installation at a later date by a local government.

I understand that the established view zone as defined in s. 479.106(6), F.S. will automatically be assigned as a result of this application being approved. Pursuant to s. 479.106(6), F.S., a view zone other than what is provided must be established by agreement with the Department's District Maintenance Engineer or Designee in the appropriate District Office.

I further understand that the metal permit tag issued as a result of this application being approved must be posted at the sign site designated in this application within 30 days of issuance. A completed sign, including the posting of a message, must be built within 270 days of permit issuance or the permit will become VOID.

Signature of Applicant Greg Hibbs Real Estate Representative _____ Date / / 2020
 Position in Company, if applicable _____

Applications are deemed Incomplete if [A]-[E] above are not completely filled in and the following required attachments are not submitted with the application (see instructions): Landowner authorization; Location Sketch; Local Government Zoning/Land Use verification; Local Government building permit (or equivalent); photograph of site showing markings (per [B]12) and surrounding area; Application fee.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
APPLICATION FOR OUTDOOR ADVERTISING PERMIT

[A] APPLICANT INFORMATION: (If you currently hold a State of Florida outdoor advertising license or permits, please enter the name, address and account number on file with the Department.) **PLEASE TYPE OR FILL OUT IN INK. APPLICATIONS SUBMITTED IN PENCIL WILL BE RETURNED. For assistance in completing this form, please call (850) 414-4569. THE DEPARTMENT WILL NOT MAKE CHANGES OR CORRECTIONS TO THIS FORM.**
PLEASE NOTE: If you do not currently hold an Outdoor Advertising License, it may be necessary for you to obtain one before a permit can be issued. All corrections must be initialed by the applicant, failure to do so will result in denial.

1. Name of Applicant or Company: Clear Channel Otdr - S FL Div
2. FDOT Account Number: 50339 (If new account, leave blank. The Department will assign an Account Number)
3. Address of record: 5800 NW 77th Court
 City: Miami State: FL Zip Code: 33166 E-Mail: greghibbs@clearchannel.com
4. Mailing address for permit tag (if different from above): _____
5. Telephone #: 305-714-3543 Fax#: 305-714-3480

[B] SIGN LOCATION INFORMATION:

6. County: Broward 7. Within incorporated area? ☒ Yes ☐ No. If "yes," name of municipality: City of Deerfield Beach
8. Property Tax ID#: 4842 09 02 0010 Do you ☐ own or ☒ lease site? If lease, land owner: Anglo American LLC
9. Location is on: US Route#: _____ State Road#: 869 Local Name/Number: Sawgrass Expressway
495 ☐ miles ☒ feet ☐ N ☐ E ☐ S ☒ W of St Rd 845 / Powerline Road (nearest intersection),
 on the ☐ N ☐ E ☒ S ☐ W side of the roadway, facing ☐ N ☐ E ☐ S ☒ W
10. Sign Location Address (if available): 3652 SW 10th Street, Deerfield Beach, FL 33442
11. Distance of closest part of sign to state right of way: +20 feet
12. Method of marking sign location: ☒ Stake/flag ☐ Other (please describe): Wood stake with a White Top

[C] SIGN DESCRIPTION:

13. Sign is: ☐ Existing ☒ Proposed 14. Facing height (in feet): 14 Facing width (in feet): 48 Total Sq.Ft. 672
15. Changeable facing? ☒ Yes ☐ No If "yes," describe: Digital Changeable Message
16. Configuration of sign: ☐ Single facing (only one side) ☒ Multiple facings (a separate application is required for each facing)
17. Sign structure height: 65 feet above the crown of right of way 18. Will sign be externally lighted? ☐ Yes ☒ No

[D] ADDITIONAL INFORMATION

19. Is this an application submitted as the result of a Department transportation project? ☐ Yes ☒ No If "yes," no permit fees need to be submitted.
 If yes, tag number(s) for sign to be affected: _____
20. Will cutting, trimming or removal of vegetation from State right of way to be required to create a viewing zone for this sign? ☐ Yes ☒ No
 If the answer is "Yes," an Application to Permit Vegetation Management at Outdoor Advertising Sign, Form 650-050-06 must be approved by the Department and the permits for two approximate comparable size nonconforming signs cancelled. The cancellation form(s) for the nonconforming permits surrendered for vegetation management MUST be submitted with the Application to Permit Vegetation Management at Outdoor Advertising Sign.
 Tag numbers of nonconforming permits to be cancelled: _____
21. Is an existing permit being cancelled as a condition of issuance of this permit OTHER than for 19. or 20., above? ☐ Yes ☒ No
 If yes, tag number(s) of permit(s) to be cancelled: _____

NOTE: IF A PERMIT IS BEING CANCELLED FOR ISSUANCE OF A NEW PERMIT, SUBMIT THE CANCELLATION CERTIFICATION WITH THIS PERMIT APPLICATION. FOR 19 & 21 ABOVE, THE EXISTING PERMIT WILL NOT BE CANCELLED UNLESS THE NEW PERMIT IS APPROVED.

22. Is application being submitted as the result of a Notice of Violation or Jurisdictional Change of Road? ☐ Yes ☒ No If yes, Notice Number: _____

[E] CERTIFICATION

I, Greg Hibbs, herby certify that the information given and the statements made in this application are true and that I have received, in writing, permission from the landowner or other person in lawful possession of the site to erect an outdoor advertising sign at the location designated in this application.

I understand that if a building permit is submitted in lieu of local government permission sign-off on this application, I am certifying that the local government has approved the placement of the proposed sign designated in this application, or in the case of an existing sign designated in this application, that the local government has not provided notice that the sign is illegal, and that the local government has taken no action to cause the sign to be removed.

I understand that submission of false or misleading information of material consequence on this application or attachments thereto, or any other violation of Chapter 479, F.S., or Chapter 14-10, F.A.C., unless corrected within 30 days of notification by the Department, will result in revocation of this permit.

I understand, pursuant to s. 479.106(5), F.S., that the Department shall not issue a permit for the cutting, trimming, or removal of trees or vegetation planted within the state right of way as part of a beautification project approved prior to the submission date of this application. I understand, pursuant to s. 14-10.057(1)(e)10., F.A.C., that a beautification project is approved when it is specifically identified in the Department's five-year work program, is a permitted landscape project, is part of an executed agreement between the Department and a local government, or has been approved in writing by the Department for installation at a later date by a local government.

I understand that the established view zone as defined in s. 479.106(6), F.S. will automatically be assigned as a result of this application being approved. Pursuant to s. 479.106(6), F.S., a view zone other than what is provided must be established by agreement with the Department's District Maintenance Engineer or Designee in the appropriate District Office.

I further understand that the metal permit tag issued as a result of this application being approved must be posted at the sign site designated in this application within 30 days of issuance. A completed sign, including the posting of a message, must be built within 270 days of permit issuance or the permit will become VOID.

Signature of Applicant Greg Hibbs Real Estate Representative _____ Date: _____/_____/2021
 Position in Company, if applicable _____

Applications are deemed Incomplete if [A]-[E] above are not completely filled in and the following required attachments are not submitted with the application (see instructions): Landowner authorization; Location Sketch; Local Government Zoning/Land Use verification; Local Government building permit (or equivalent); photograph of site showing markings (per [B]12) and surrounding area; Application fee.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
APPLICATION FOR OUTDOOR ADVERTISING PERMIT

RE: Application for outdoor advertising sign permit

To be completed by applicant:

Name of Applicant or Company: Clear Channel Otdr - S FL Div

Sign is: ☐ existing ☒ proposed

County: Broward Municipality, if applicable: City of Deerfield Beach

Highway Name & Number: St Rd 869 aka Sawgrass Expressway

Sign location description: St Rd 869 aka Sawgrass Expressway SS 495 feet WO St Rd 845 aka Powerline Road

Property Tax ID#: 4842 09 02 0010

DETERMINATION OF LAND USE**To be completed by appropriate zoning official:**

Designation of parcel on the Future Land Use Map: _____

Current zoning of parcel (from Land Development Regulations): _____

Does the referenced property qualify as a commercial or industrial parcel as defined in section 479.024, F.S. and section 14-10.0052, F.A.C: ☐ Yes ☐ No

Provide the specific website page where electronic copies of the documents referencing the future land use designation listed above: http://

Provide the specific website page where electronic copies of the documents referencing the current zoning designation listed above: http://

Is location within city limits: ☐ Yes ☐ No If yes, name of city: _____

Please provide the name and telephone number of the person the Department may contact if additional information is required:

Name: _____ Telephone #: _____

I certify that the above information reflects the designation of the parcel as it is shown on the current comprehensive plan adopted pursuant to chapter 163, Florida Statutes, and that I am authorized to sign this form on behalf of the county/municipality named above:

Signature of Local Government Official_____
Date_____
Printed Name and Title

NOTE: Form must be completed not more than six (6) months prior to receipt of the completed outdoor advertising permit application by the Department.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
APPLICATION FOR OUTDOOR ADVERTISING PERMIT

RE: Application for outdoor advertising sign permit

To be completed by applicant:

Name of Applicant or Company: Clear Channel Otdr - S FL Div

Sign is: ☐ existing ☒ proposed

County: Broward Municipality, if applicable: City of Deerfield Beach

Highway Name & Number: St Rd 869 aka Sawgrass Expressway

Sign location description: St Rd 869 aka Sawgrass Expressway SS 495 feet WO St Rd 845 aka Powerline Road

Property Tax ID#: _____

Is this sign site intended to be qualified under reduced spacing as authorized by Section 479.07(9)(c), Florida Statutes?☐ Yes ☒ NoIf Yes, you must submit the following documents with this application package:

(a) A copy of the local government adopted policy, ordinance, or other official document authorizing the placement of a new outdoor advertising sign on an interstate highway in exchange for the removal of an existing sign or signs; and

(b) A copy of the agreement between the Applicant and the local government identifying the sign(s) to be removed and approving the location that is the subject of this application.

LOCAL GOVERNMENT PERMISSION**Local Government Permission:** Please complete the items below. You may submit another form of written statement indicating that the sign complies with all local governmental requirements. For a proposed sign location, a copy of the building permit issued by the local government may be submitted.

The outdoor advertising sign identified in this application:

- ☐ Is in compliance with all duly adopted local ordinances and has been or will be issued the necessary permits.
☐ Is not in compliance with local ordinances, but is legally existing as a non-conforming sign.
☐ Is not in compliance with local ordinances and is/would be considered to be an illegally maintained structure.

I certify that I represent the governmental entity within whose jurisdiction the sign described herein is located and that the determination reflected in this section is made under my delegated authority.

Signature of Local Government Official_____
Date_____
Printed Name and Title**NOTE:** Form must be completed not more than six (6) months prior to receipt of the completed outdoor advertising permit application by the Department.

APPLICATION FOR OUTDOOR ADVERTISING SIGN PERMIT**INSTRUCTIONS FOR COMPLETING**

All items on **Page 1, Parts [A] through [E]** must be filled in and **all required attachments submitted**. Applications must be typed or filled out in ink. Applications filled out in pencil will be returned. Only completed applications will be reviewed; incomplete applications will be returned to the applicant. THE DEPARTMENT WILL NOT MAKE ANY CHANGES OR CORRECTIONS TO THIS FORM. Each sign facing (side of sign) requires separate permitting; each permit requires a separate application. A permit is valid only for the location specified on the application form. **For assistance, call (850) 414-4569.**

Prohibited signs – Before making application for an outdoor advertising sign permit, check Chapter 479, Florida Statutes, and Administrative Rule Chapter 14-10, to ensure sign meets all requirements. Any sign not complying with the law will not be permitted. Furthermore, Department of Transportation approval is subject to compliance with all applicable local governmental regulations.

PART [A] Applicant Information

1. **Name of Applicant or Company:** Person or business entity in whose name the permit will be listed. This will be the name used by the Department for all billing notices, violation notices, and any correspondence from the Department to you. If you already have an outdoor advertising account with the Department, use the name currently on file (account Name of Record).
2. **FDOT Account Number:** All persons/business entities which currently hold a DOT outdoor advertising license or permit have been assigned an account number. If you are a new account (i.e., you do not have a current Outdoor Advertising License or permit(s) with the Department) leave this item blank. An Account Number will be assigned to you.
3. **Email and Mailing Address of Record:** These will be the addresses used by the Department for all billing notices, violation notices, and any correspondence from the Department to you. The mailing address will be used in instances where email is unsuccessful. [For existing accounts, this address must be the same as the address currently on file with the Department or the application will be returned for correction.]
4. **Mailing address for permit tag:** Permit tag will be mailed to the address of record (3, above) unless this item is completed.
5. Enter **Telephone#**, and **Fax#**, as applicable.

PART [B] Sign Location Information

6. **County:** The county in which the sign will be located.
7. **Within incorporated area?:** Indicate whether location is within an incorporated are. If "Yes," indicate municipality.
8. **Property Tax ID#:** The parcel identification number of the land on which the sign is or will be located. This information may be obtained from the county Property Appraiser's office. Indicate whether you are the property owner or if you lease this site. If lease, enter the name of the property owner.
9. **Location:** Indicate the state road number of the roadway you wish to permit the sign to. If there is a US route number or a local name, enter that information also. The location description should follow this format: located on US001 (US Route#), SR002 (State Road#), Palm St. (local street name of number sign is or will be located on), 200 □ miles feet x [North] (designated direction of travel – N.E.S.W.) of Main Avenue (Nearest intersection). Sign will be on the x [East] side of the highway, facing x [South]. The designated direction of travel (N,E,S, or W) from the nearest intersection must be given in relation to the designated direction of travel of the route on which the sign will be located (i.e., North-South for odd numbered routes, East-West for even numbered routes). The side of road (N,E,S, or W) is given in relation to the direction of travel. The direction the sign will face is the principal direction (N,E,S, or W) of the sign facing in relation to the direction of travel of the route. The required location sketch MUST show the roadway the sign will be on, the distance and direction from the nearest intersection(s), and any other identifiable characteristics or landmarks which will assist the Department in properly identifying the sign location (see b., under REQUIRED ATTACHMENTS).
10. **Sign Location Address:** Enter the street address of the sign location, if available.
11. **Distance of closest part of sign to edge of right of way:** Give the distance (to the nearest whole foot) from the edge of state right of way to the portion of the sign closest to the road.
12. **Method for marking location:** To ensure that the location inspected is that specified in the application, you must mark the proposed sign location with easily visible markings. Identify the markings used. The markings must be in place prior to submission of the application and remain in place 30 days after the Department's receipt of the application.

PART [C] Sign Description

13. **Sign is existing/proposed:** Indicate whether the sign has been erected or proposed to be erected.
14. **Facing height, width and total square feet:** These measurements are taken to the nearest whole foot and include border, trim, and all embellishments. Total square feet: height times the width. Sign facing refers to the portion of the sign on which the advertising copy is displayed.
15. **Changeable facing:** This refers to a sign facing where the advertising copy changes, either mechanically or electronically. Examples of changeable facings are tri-panels, which rotate, or LED displays.
16. **Configuration of sign:** Indicate whether the completed sign will have either one facing or two. A facing is a side of the sign, or the direction a sign faces. If you are applying for a sign with two sides (facings), you need to submit an application for each side.
17. **Sign structure height:** This measurement is (to the nearest whole foot) the total vertical distance from the elevation of the crown of the road to the top of the highest sign face, including any border or trim, but excluding embellishments.

APPLICATION FOR OUTDOOR ADVERTISING SIGN PERMIT

18. Will the sign be lighted externally? Indicate whether lighting that is not incorporated into the sign facing will be used.

PART [D] Additional Information

19. Is this an application submitted as the result of a Departmental transportation project?: Indicate whether the application is being submitted due to a Department eminent domain proceeding. List the permit tag numbers of the permits being cancelled. Permit fees do not need to be included with an application submitted as a result of a Department project.

20. Do you intend to cut, trim or remove existing vegetation from state right of way to improve the visibility of the sign? If "yes," you must obtain a vegetation management permit from the Department before the sign permit application can be approved. Enter the permit tag numbers of the two nonconforming signs to be cancelled.

21. Is an existing permit being cancelled as a condition of issuance of this permit other than for #19 OR #20?: If "yes," enter permit number(s) of permit(s) to be cancelled.

22. Is application being submitted as a result of a Notice of Violation or Notice of Jurisdictional Change of Road?: If you have received a Notice for an unpermitted sign at this location, you should answer "yes" to this question, and enter the Notice number.

IF EXISTING, VALID PERMITS ARE BEING CANCELLED AS A CONDITION FOR THE ISSUANCE OF A NEW PERMIT, THE CANCELLATION CERTIFICATION MUST BE SUBMITTED WITH THIS PERMIT APPLICATION.

PART [E]: This portion of the application must be signed by the applicant.

REQUIRED ATTACHMENTS: This application for an outdoor advertising sign permit will be returned to you as **Incomplete** if Parts [A] through [E] of the application are not completely filled in or if any of the following attachments are not submitted:

- A signed statement by the owner or other person in lawful control of the proposed sign site authorizing placement of the sign at that location. If you have indicated that you are the landowner ([B]8), you do not need to submit this authorization.
- A sketch of the proposed sign location showing, **at a minimum**, the roadway the sign will be permitted to, and the distance and direction from the nearest intersection(s). Include any additional information which may make the site easier to locate, e.g., local roads, landmarks, businesses, distance from other permitted signs, driveways, etc.
- A statement from the appropriate local government official identifying the land use designation on both the Future Land Use Map and the current Land Development Regulations of the parcel on which the sign is or will be located. **This statement must include whether the location designated in this application qualifies as a commercial or industrial parcel.** The name of the appropriate official whom the Department may contact with any questions must also be supplied. You may use Page 2 of this application or any other form of written statement from the appropriate local governmental official provided all required information is supplied.
- Verification that a building permit has or will be issued for a new sign, or that the existing sign complies with all local government regulations as either a conforming or nonconforming structure. You may use Page 2 of this application or any other form of written statement from the appropriate local governmental official provided all required information is supplied.
- A photograph of the proposed sign site showing the location markings and the surrounding vegetation; and
- The correct permit fee.

PERMIT FEES:

- THE PERMIT FEE IS \$71.00. **EACH SIGN FACING REQUIRES A SEPARATE APPLICATION.** FOR APPLICATIONS SUBMITTED AS A RESULT OF A DEPARTMENT PROJECT, NO PERMIT FEES NEED TO BE SUBMITTED.
- PERMIT FEES FOR THE YEAR IN WHICH APPLICATION IS MADE MAY BE PRORATED BY PAYING ONE-FOURTH OF THE ANNUAL FEE FOR EACH WHOLE OR PARTIAL QUARTER REMAINING IN THAT YEAR. **APPLICATIONS RECEIVED AFTER SEPTEMBER 30 MUST INCLUDE THE FEES FOR THE LAST QUARTER PLUS FEES FOR THE FOLLOWING YEAR. (SEE CHART BELOW.)**

	1st Qtr. Jan. 16 through April 15	2nd Qtr. April 16 through July 15	3rd Qtr. July 16 through September 30	4th Qtr. October 1 through January 15 (includes next year fees)
Prorated permit fees	\$71.00	\$53.25	\$35.50	\$88.75

Payment may be made by personal or business check or money order. Make check or money order payable to the Department of Transportation. Cash or credit cards will not be accepted as payment. It is suggested that you submit separate checks for each permit applied for.

SUBMISSION OF APPLICATION: Submit the application and all required attachments to the Florida Department of Transportation, 605 Suwannee Street, Mail Station 22, Tallahassee, FL 32399-0450.

APPROVAL OF APPLICATION: Every completed application shall be acted on by the Department within 30 days after receipt by the Department. Upon approval of the application, a copy of the permit and the permit tag will be mailed to the applicant. If not approved, the Outdoor Advertising Office will notify the applicant, in writing, stating the reason(s) for the denial.

PERMIT TAGS: Upon approval of the application for a sign permit, the applicant will be furnished a serially numbered permanent metal permit tag, which must be displayed at the permitted location at all times until returned to the Department for cancellation. **THE PERMIT TAG MUST BE POSTED AT THE SIGN LOCATION WITHIN 30 DAYS OF ISSUANCE BY THE DEPARTMENT. A COMPLETED SIGN MUST BE ERECTED WITHIN 270 DAYS FROM THE DATE OF PERMIT ISSUANCE OR THE PERMIT WILL BECOME VOID BY ACTION OF LAW. A PERMITTEE WHO HAS NOT POSTED THE PERMIT TAG AT THE LOCATION WITHIN THE PRESCRIBED 30 DAYS MUST APPLY TO THE DEPARTMENT FOR A NEW PERMIT TAG. A PERMITTEE WHO HAS NOT ERECTED A COMPLETE SIGN, INCLUDING DISPLAYING A MESSAGE, WITHIN THE PRESCRIBED 270 DAYS MAY NOT SUBMIT ANOTHER APPLICATION FOR THAT SIGN SITE FOR AN ADDITIONAL 270 DAYS FROM THE DATE THE PERMIT IS DECLARED VOID.**

14-10.004 Outdoor Advertising Permit Applications, Criteria, and Permit Issuance.

(1) Applications. An application for a new sign permit is made by completing and submitting an Application for Outdoor Advertising Permit, Form 575-070-04, Rev. 6/15, incorporated herein by reference at <https://www.flrules.org/Gateway/reference.asp?No=Ref-05475> to the address listed in paragraph 14-10.0011(2)(a), F.A.C. Each application for a sign permit shall meet the requirements of Chapter 479, F.S., this rule chapter, and the 1972 Federal-State Agreement, incorporated herein by reference at <https://www.flrules.org/Gateway/reference.asp?No=Ref-05479>. In the event of a conflict between a provision in the 1972 Federal-State Agreement and a provision of Chapter 479, F.S., the more restrictive provision shall apply.

(a) A separate application is required for each sign permit requested (i.e. a back to back sign will require two applications). Separate payment for each application is recommended to avoid denial of multiple applications should one application be denied.

(b) Prior to issuing a sign permit, the Department will inspect the proposed sign site for compliance with Chapter 479, F.S., and this rule chapter. To ensure that the site being inspected is the same site specified in the application, the applicant shall mark the proposed site in such a manner that the markings are visible from the main-traveled way. The markings shall be displayed upon submission of the application, and shall be maintained by the applicant until the Department has approved or denied the application.

(c) The Department will act on sign permit applications in order of the date and time of receipt of complete applications.

1. An application will be considered complete when all items on the application form have been filled in, all required attachments have been received, and the correct permit fees have been submitted. All information provided on the application must be certified as being true and correct. Information required on the application from the local zoning official providing allowable land use and local government approval, must be current as of the date the complete application is received by the Department and the applicant must demonstrate that the conditions are still in effect.

2. Applications submitted with payment that will become void within 30 days from the Department receipt will be returned as incomplete.

3. Applications containing incorrect information will be denied.

4. Incomplete sign permit applications will be returned to the applicant along with any sign permit fees submitted with the application.

5. Completion of, or corrections to, the original submitted document must be initialed by the applicant on the original application.

6. Pursuant to Section 479.07(3)(b), F.S., the written statement from the landowner must have been issued to the applicant, or on behalf of the applicant. If a lease document is submitted as the statement from the landowner, the applicant must be the named lessee, or the document must be accompanied by a properly executed transfer of the leasehold rights to the applicant. The written statement must:

- a. Identify the property on which the sign is to be located;
- b. Indicate that the person authorizing placement of the sign on the property is the owner or the person in lawful control of the property. If the person authorizing placement of the sign is not the owner of the property, the legal status which gives him or her lawful control of the property must be indicated;
- c. Grant the permission to or on behalf of the applicant; and,
- d. Authorize placement of the sign on the subject property.

(2) Application status. Complete applications will be either approved or denied within 30 calendar days of receipt by the Department unless an earlier application for that site or a competing site is under review, the applicant is seeking a vegetation management permit, or removal of a conflicting sign is pending.

(a) A denied application will remain in a pending status until the time to request an administrative hearing pursuant to Sections 120.569 and 120.57, F.S., has elapsed. If a hearing is requested, the application shall remain in a pending status until a final order has been issued and the time to request an appeal of the order has elapsed. If an appeal is taken, the application will remain in a pending status until the mandate is issued by the appellate court. Subsequent applications for conflicting sites shall be held without action until the pending status of the earlier application is resolved.

(b) If an application is approved, all subsequently received applications for conflicting sites shall be denied.

(c) When a permit application is received for a new sign site where vegetation management is required pursuant to Section 479.106, F.S., the permit will not be issued until the applicant has been issued a vegetation management permit by the Department in accordance with Rule 14-10.057, F.A.C. A permit shall not be issued to an applicant for a location at which unpermitted cutting, removal, or trimming of vegetation has occurred until such time as payment of the administrative penalty and mitigation as required by Rule 14-10.057, F.A.C., and Section 479.106(7), F.S., respectively, have been collected and the applicant has surrendered two nonconforming signs in accordance with Section 479.106(5), F.S.

(d) Applications for sign permits at locations which conflict with spacing requirements relating to the location of an expired or canceled sign permit will not be processed until the sign for which the expired or canceled permit was issued is removed, except for a sign permit being canceled as a condition for issuance of a new sign permit.

(3) Reduced Spacing on Interstates. For applications to be considered for a sign with between 1,000 feet and 1,500 feet of spacing from the nearest outdoor advertising sign along an interstate in accordance with Section 479.07(9)(c), F.S., in addition to the requirements of subsection (1) of this section, the applicant must submit:

(a) A copy of the local government adopted policy, ordinance, or other official document authorizing the placement of a new outdoor advertising sign along an interstate highway, in exchange for the removal of an existing sign from areas specifically designated by the local government; and,

(b) A copy of the agreement between the local government and the sign owner allowing such removal and replacement.

(4) Size. Each sign facing shall not exceed 30 feet in height. Each sign facing shall not exceed 60 feet in length. Advertising copy shall not exceed 950 square feet for all sign faces. Embellishments shall not extend more than five feet beyond the permanent sign face, and are included in any measurement of the height, width, or area of the sign facing.

(5) Number of Sign Faces. There shall be no more than two faces showing at one time for each sign facing.

(6) Location. Signs shall not be located in such a manner as to obscure or otherwise interfere with the effectiveness of an official traffic sign, signal, or device.

(7) Spacing. The distance between a proposed sign and the nearest permitted sign shall be measured along the edge of pavement of the main-traveled way from the location marked by the applicant to the location of the permitted sign. For signs that are permitted, but not constructed, the milepost location reflected in the permitted sign's application shall be used. Measurement along the edge of pavement shall be from a point perpendicular to a tangent on the edge of the main-traveled way nearest the location of the sign.

(a) For V-type, or back-to-back signs, to be considered one sign for spacing purposes, the sign facings must either be connected by the same sign structure or cross-bracing, or the sign structures must be not more than fifteen feet apart at their nearest point.

(b) Official signs, signs exempt from permitting under Section 479.16, F.S., and structures that are not permitted signs shall not be considered in determining compliance with spacing requirements.

(c) The width of any intersections will be included in the measured distance between signs. This distance is measured in a direct line from the points of intersection of the edges of the main-traveled way.

(d) No sign permit shall be issued for a sign to be located on the interstate highway system, which is outside the boundaries of an incorporated municipality and within 500 feet of an interchange, intersection at grade, or rest area. The distance shall be measured along the interstate in the direction leading away from the interchange, intersection at grade, or rest area beginning at the pavement widening of the exit from the main-traveled way, or at the end of pavement widening of the entrance to the main-traveled way. For the purposed of this subsection, all portions of an interchange between the points of pavement widening of the entrance and exit ramps of the same interchange shall be considered part of that interchange.

(e) When a sign or proposed sign is, or would be located within the controlled area and visible from any portion of the main-traveled way of more than one highway subject to the jurisdiction of the Department, pursuant to Section 479.07(1), F.S., the sign shall meet the permitting requirements of all highways, and

be permitted to the roadway with the stricter controls.

(8) Sign Structure Height. The height of a sign structure shall be measured from the elevation of the crown of the main-traveled way to which the sign is permitted to the top of the highest sign face, excluding embellishments.

(9) Lighting. Signs shall not be illuminated by flashing, intermittent, or moving lights. Signs shall not be illuminated so that it interferes with the effectiveness of or obscures, an official traffic sign, device, or signal.

(10) Changeable messages – Signs may have an automatic changeable facing provided:

(a) The static display time for each message is at least six seconds;

(b) The time to completely change from one message to the next is a maximum of two seconds or, if messages are displayed digitally, the message must change instantaneously;

(c) The change of message occurs simultaneously for the entire sign face; and,

(d) All signs with changeable messages shall contain a default design that will ensure no flashing, intermittent message, or any other apparent movement is displayed should a malfunction occur.

(11) Outside an incorporated area, signs will not be permitted within 100 feet of the property line of a cemetery, public park, public reservation, public playground, or state or national forest. For schools and churches outside an incorporated area, signs will not be permitted within 100 feet of the outer edges of the primary building or primary building complex when the individual units of the complex are connected by covered walkways.

(12) Changes to Roadway Designations.

(a) A sign existing at a location which was not previously subject to the permitting requirements of Chapter 479, F.S., and this rule chapter, but has subsequently become subject to the requirements due to changes in the jurisdictional designation of highways, shall be granted a conforming or non-conforming state permit in accordance with the process outlined below:

1. The Department shall conduct an inventory of outdoor advertising signs on the highway section subject to jurisdictional change and, within 60 calendar days of the effective date of the proposed change, advise all affected sign owners and local governments that the change is being considered, the regulatory effect of the change, and when the change may become effective.

2. Upon approval of the jurisdictional change, the Department will provide a second notice to sign owners and local governments advising that the change in jurisdiction has become effective and that sign owners have 30 calendar days from receipt of the second notice to submit an application for a sign permit.

3. When the Department is unable to provide the advance notice referenced in paragraph (a), the Department will advise the affected sign owners that they have 90 calendar days from receipt of the notice, that the change in jurisdiction has become effective and to submit an application for a sign permit.

4. The sign owner shall submit a completed application as provided in above subsection (1) together with all items required pursuant to Section 479.07(3)(b), F.S. The written statement required by Section 479.07(3)(b), F.S., shall be any written document from the appropriate local governmental official indicating compliance with local requirements as of the date of the permit application. A previously issued building permit shall be accepted as the statement from an appropriate local governmental official, except where the local government has provided notice to the sign owner that the sign is illegal or has undertaken action to cause the sign to be removed. When a building permit is submitted as the statement of the local government, the applicant shall certify in the application that the local government has not provided notice that the sign is illegal, and that the local government has taken no action to cause the sign to be removed. If land use information is not provided in accordance with Section 479.024, F.S., but all other permit requirements are met, the Department shall classify the sign as non-conforming upon permit issuance.

(b) When a change in the designation of a highway removes that highway from the Department's regulatory jurisdiction, a notice will be provided to all permittees on the affected roadway informing them their sign is no longer subject to the Department's jurisdiction and their permit will not be renewed.

(c) When a controlled road, or any portion of a controlled road, is designated as a scenic highway or scenic byway pursuant to Section 335.093, F.S., new permits will not be issued for signs visible from the portion of the highway designated as a scenic highway or byway.

(13) Upon Department verification that an application meets the requirements of Chapter 479, F.S., and this rule chapter, the Department will issue an Outdoor Advertising Permit and a permit tag to the applicant.

(14) Posting of Tags. The permit tag issued by the Department must be posted at the sign site within

30 calendar days of issuing the sign permit and must remain in place at all times, whether or not a sign has been erected, or a previously erected sign has been removed. If a permit tag is lost, stolen, or destroyed, the permittee must apply to the Department for a replacement tag on Outdoor Advertising Permit Tag Replacement Request, Form 575-070-01, Rev. 06/15, incorporated herein by reference, at <https://www.flrules.org/Gateway/reference.asp?No=Ref-05477> and shall include a replacement fee of \$12.00 per tag.

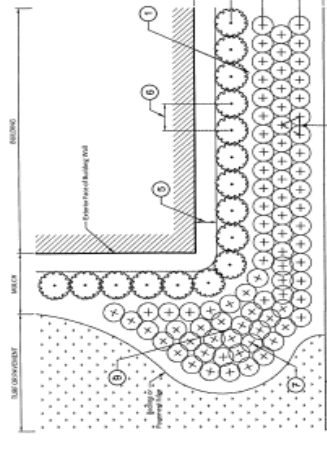
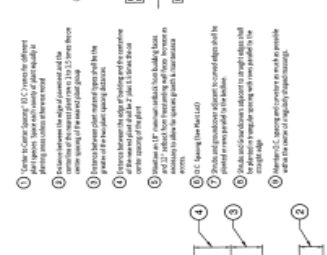
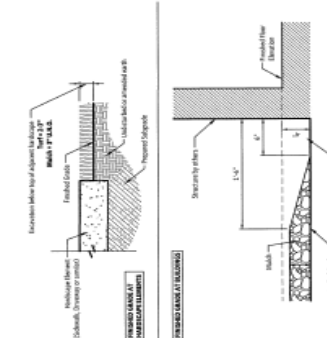
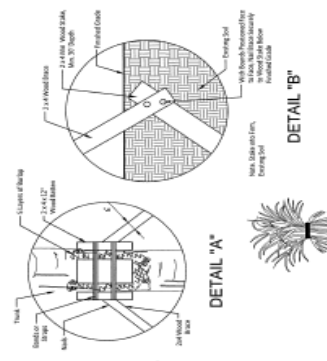
(15) Changes made to the Department's inventory, maintained in accordance with Section 479.02(8), F.S., to reflect physical characteristics of a sign or sign facing existing at the time of an inventory update shall not create a waiver or constitute forgiveness of any violation of Chapter 479, F.S.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 334.044(28), 339.05, 479.02, 479.04, 479.07, 479.106(5), 479.11, 479.24 FS. History—(Formerly part of Rule 14-10.04, Permits; 14-15.05, Right of Way Bureau Operating Procedures), New 3-28-76, Amended 4-21-77, 12-10-77, 6-26-78, 12-31-78, 1-1-86, Formerly 14-10.04, Amended 7-7-92, 6-28-98, 8-10-99, 8-19-01, 1-25-04, 3-15-05, 12-31-06, 4-2-09, 10-3-10, 1-7-16.



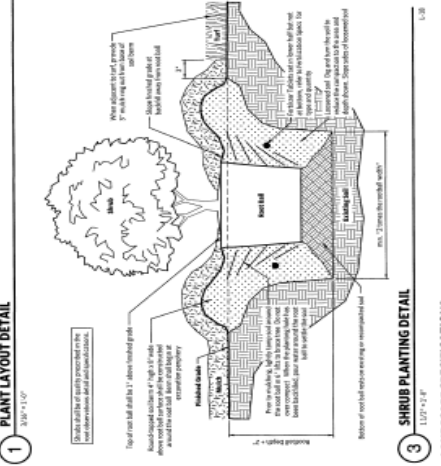
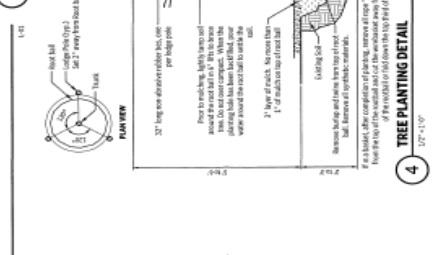
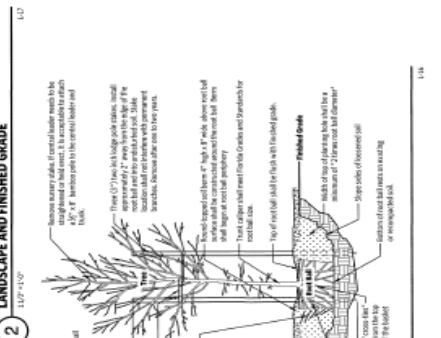
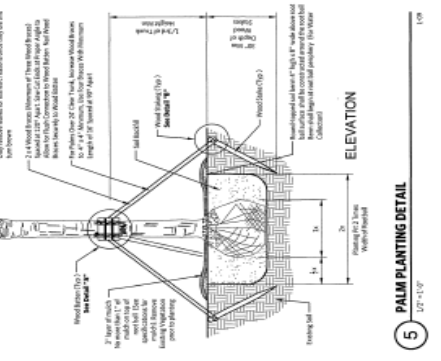
dark moss

DESIGNING THE URBAN FOREST



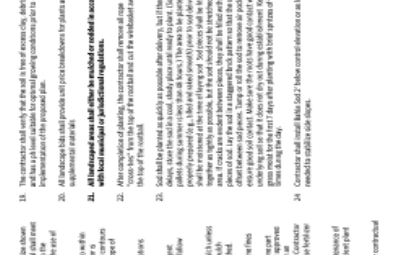
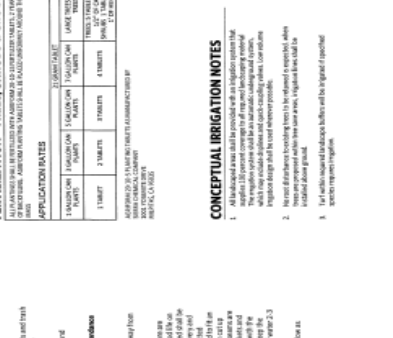
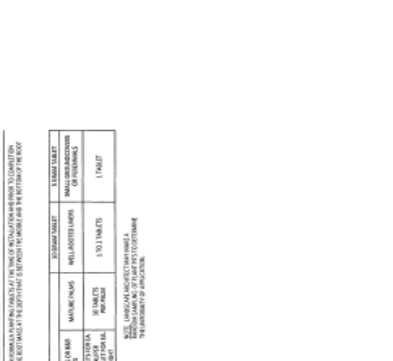
3652 SW 10TH STREET ODA LANDSCAPE

DESIGNER: DEERFIELD BEACH, FLORIDA



LA1.1

PROJECT: 3652 SW 10TH STREET ODA LANDSCAPE



ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE
1	Grass seed (Bermuda)	1000	SQ YD	1.50
2	Grass seed (St. Augustine)	1000	SQ YD	1.50
3	Grass seed (Zoysia)	1000	SQ YD	1.50
4	Grass seed (Centipede)	1000	SQ YD	1.50
5	Grass seed (Bahia)	1000	SQ YD	1.50
6	Grass seed (Paspalum)	1000	SQ YD	1.50
7	Grass seed (Elymus)	1000	SQ YD	1.50
8	Grass seed (Festuca)	1000	SQ YD	1.50
9	Grass seed (Lolium)	1000	SQ YD	1.50
10	Grass seed (Poa)	1000	SQ YD	1.50

CONCEPTUAL IRRIGATION NOTES

1. All landscape areas shall be irrigated with a minimum of 1" of water per week. The irrigation system shall be designed to provide uniform coverage of all landscape areas.
2. The irrigation system shall be designed to provide uniform coverage of all landscape areas.
3. The irrigation system shall be designed to provide uniform coverage of all landscape areas.
4. The irrigation system shall be designed to provide uniform coverage of all landscape areas.
5. The irrigation system shall be designed to provide uniform coverage of all landscape areas.
6. The irrigation system shall be designed to provide uniform coverage of all landscape areas.
7. The irrigation system shall be designed to provide uniform coverage of all landscape areas.
8. The irrigation system shall be designed to provide uniform coverage of all landscape areas.
9. The irrigation system shall be designed to provide uniform coverage of all landscape areas.
10. The irrigation system shall be designed to provide uniform coverage of all landscape areas.



December 21st, 2020

City of Deerfield Beach
and / or Florida Department of Transportation

Re: Lease#: 80372
Location: Sawgrass Expwy S/S 600F W/O Powerline Rd
Address: 3652 SW 10th Street, Deerfield Beach, FL 33442
PCN#: 4842 09 02 0010

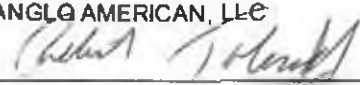
Dear Governmental Agency;

I, ROBERT TODOROFF, as owner of ANGLO AMERICAN, LLC, as the landlord/property owner, hereby grant permission to and authorize Gregory J. Hibbs, a Real Estate Representative for and on the behalf of Clear Channel Outdoor – South Florida Division to be my agent, specifically and limited to the above mentioned proposed outdoor advertising display to be placed on my property. As my agent he is authorized to apply, govern all decisions for any and all permitting documents, engineering plans, zoning codes and the placement of the outdoor advertising displays in regards to this property.

As the owner of above-mentioned property, I have the authority, legal status and lawful control to enter into a Lease with Clear Channel Outdoor and to execute this permission letter. The title to this property is in the name of ANGLO AMERICAN LLC and I am the sole owner. This letter is to give permission for Clear Channel Outdoor to expedite and receive all necessary permits for this outdoor advertising display from any governmental agency involved and to approve the construction (placement) of the sign on the property.

As of above date, I, ROBERT TODOROFF, on behalf of ANGLO AMERICAN, LLC, has reviewed and approves the DARK MOSS – Tree Removal and Mitigation Plan which Clear Channel Outdoor, LLC is submitting to the City of Deerfield Beach, FL, and understands that Clear Channel Outdoor may revise the landscaping permit to screen the monopole at the city's direction.

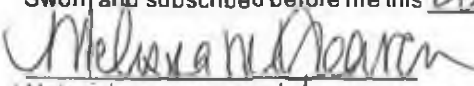
Sincerely,
ANGLO AMERICAN, LLC


Print Name: ROBERT TODOROFF
Title: OWNER

State of: New York

County of: ERIC

Sworn and subscribed before me this 22nd day of December A.D. 20 20


Notary Melissa M Heavern
Print Notary Name:

MELISSA M HEVERN
NOTARY PUBLIC STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
LIC. #01HE6340348
COMM. EXP. 04/18/ 2024

If you have any questions in regards to this Permission Letter, please feel free to call me at my desk direct line (305) 714-3543.

Sincerely,

Greg Hibbs
Real Estate Representative

CLEAR CHANNEL OUTDOOR
5800 NW 77th Court, Miami, Florida 33166
Telephone: (305) 592-6250 Direct Line#: (305) 714-3543 Fax: (305) 714-3480

From: Robert Todoroff <robbylove021568@gmail.com>
Sent: Monday, May 17, 2021 2:46 PM
To: Hibbs, Greg <GregHibbs@clearchannel.com>
Cc: Robby Love <sportsmall@hotmail.com>
Subject: Re: Revised Tree Miti Plan 80372 Sawgrass SS 600F WO Powerline Rd

[EXTERNAL]

Yes, I approve.

On Mon, May 17, 2021 at 11:40 AM Hibbs, Greg <GregHibbs@clearchannel.com> wrote:

Robby;

Attached is the REVISED Landscaping Plan for your review. I need you to confirm that you are approve this plan.

Sincerely

Greg Hibbs

Real Estate Representative



[5800 NW 77th Court](#)

Miami, FL 33166

Direct Line 305.714.3543

greghibbs@clearchannel.com

clearchanneloutdoor.com

Unless expressly stated otherwise, the information contained in this e-mail and any attachments is confidential and may be privileged. It is intended for the sole use of the addressee(s). Access to this e-mail and its attachments (if any) by anyone else is unauthorized. If you are not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, any dissemination, distribution or copying of the contents of this e-mail is strictly prohibited and any action taken (or not taken) in reliance on it is unauthorized and may be unlawful. If you have received this e-mail in error, please inform the sender immediately and delete it from your computer.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-1010

Agenda Date: 11/16/2021

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 rankings and funding allocations to charitable and public purpose organizations for the Community Participation Grant Program; providing for implementation and an effective date. (Funds from Account #001-8100-569-8099 - Community Participation)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 4/5 vote of the City Commission

Fiscal Impact

Costs:\$125,000

Account Name: Community Participation

Account Number:001-8100-569-8099

Background/History

The Community Participation Grant program (the “CPG Program”) was established to provide financial resources to local non-profit organizations that assist the City in serving a valid public purpose. The grant is competitive, and funding is determined annually. The CPG Program’s guidelines are outlined in Resolution 2020/115, which includes a provision designating City Staff to evaluate and rank all grant proposals and provide a funding recommendation to the City Commission for approval.

Current Activity

The FY 22 Community Participation Grant application cycle opened on May 3, 2021 and closed on May 31, 2021. Ten (10) nonprofit organizations submitted applications for funding consideration. The total amount of funding requested is \$194,243. The program’s budget for FY 22 is \$125,000.

In accordance with Resolution 2020/115, the CPG Program evaluation committee, comprised of City staff, completed a programmatic and budgetary review of each FY 22 proposal. The scoring criteria included: completeness of proposal, demonstrated need, impact, and execution. The evaluation committee’s ranking and funding recommendation are outlined in Exhibit A attached for City Commission approval.

Upon approval, a Notification of Award will be distributed to award recipients. Awardees will be required to enter into a binding agreement with the City that outlines the grant terms and conditions.

Recommendation

It is recommended that the City Commission approve the FY 22 Community Participation Grant

award recommendations provided by the evaluation committee.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE RANKINGS AND FUNDING ALLOCATIONS TO CHARITABLE AND PUBLIC PURPOSE ORGANIZATIONS FOR THE COMMUNITY PARTICIPATION GRANT PROGRAM; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach believes that charitable and public purpose organizations contribute to the public welfare of the community and should be supported by the City financially to the extent these Organizations assist the City in serving a valid public purpose; and

WHEREAS, the Community Participation Grant program (the “CPG Program”) was established to provide financial resources to charitable and public purpose organizations; and

WHEREAS, Resolution 2020/115, which outlines the CPG Program’s guidelines, provides for City staff to review and rank all grant proposals received by the deadline and make a funding allocation recommendation to the City Commission; and

WHEREAS, the application cycle for the FY 2022 CPG Program opened on May 3, 2021 and closed May 31, 2021; and

WHEREAS, the City received 10 applications from charitable and public purpose organizations for consideration (collectively, the “Organizations”), with the total amount of funding requested equaling \$194,243.00; and

WHEREAS, the CPG Program’s budget for FY 22 is \$125,000.00; and

WHEREAS, in accordance with Resolution 2020/115, the evaluation committee comprised of City staff completed a programmatic and budgetary review of each timely received application, and ranked and recommended the allocation of funding to the Organizations; and

WHEREAS, the evaluation committee recommends the City Commission approve the rankings and funding allocations to the Organizations as set forth in the attached Exhibit “1”; and

WHEREAS, the City Commission finds that the Organizations contribute to a valid public purpose and service the public interests of the citizens of the City of Deerfield Beach.

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

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

Section 2. The City Commission hereby approves the rankings and funding allocations to the Organizations as set forth in Exhibit “1”.

Section 3. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution, including providing the funding as set forth in Exhibit “1”.

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



Exhibit 1

FY 2022 Community Participation Grant Committee Ranking & Funding Recommendation

In accordance with Resolution 2020/115, the table below outlines the City of Deerfield Beach Community Participation Grant Committee applicant ranking and funding recommendation for FY 22. The Community Participation Grant program budget for FY 22 is \$125,000. The City received 10 grant applications requesting funding in the amount of \$194,243 combined.

Organization	FY 22 Funding Request	Ranking (1-10) <i>(1= high priority 10 = low priority)</i>	Recommended Funding Amount
Early Learning Coalition of Broward County	\$ 15,000.00	1	\$ 15,000.00
Women in Distress of Broward County	\$ 10,000.00	2	\$ 10,000.00
Junior Achievement of South Florida	\$ 6,018.00	3	\$ 5,000.00
Kids in Distress	\$ 10,000.00	4	\$ 10,000.00
Gateway Community Outreach	\$ 25,000.00	5	\$ 25,000.00
Deerfield Beach Historical Society	\$ 37,000.00	6	\$ 37,000.00
Family Central, Inc.	\$ 10,000.00	7	\$ 10,000.00
Lighthouse of Broward County	\$ 5,000.00	8	\$ 4,000.00
Center for Hearing and Communication	\$ 62,375.00	9	\$ 4,000.00
American Legion Glenn Miller Post 287	\$ 13,850.00	10	\$ 5,000.00
	\$ 194,243.00		\$ 125,000.00

Community Participation Grant Program FY 2022 Funding Requests Summary

1. American Legion Glenn Miller Post 287 - \$13,850

The organization provides assistance and guidance to veterans, military personnel and underserved communities. Funding request to support the organization's Memorial and Veteran's Day events and activities; provide food baskets to veterans and seniors in Deerfield Beach on major holidays; provide toys to low income children during the holidays; and provide resources for the Black History Month breakfast event. The grant will cover expenses for utilities, technology equipment, supplies, licensing and food.

2. Center for Hearing and Communication - \$62,375

The organization's mission is to provide high quality comprehensive services to empower people affected by hearing loss, deafness and listening challenges. Funding request for case management services through the Connect to Life-H.E.A.R. for Seniors Program which provides support to seniors and their care givers. Grant will cover personnel and fringe cost for one Senior Project Manager and an Outreach Specialists along with cost for mileage, supplies, assisted devices, PPE and accessories.

3. Deerfield Beach Historical Society - \$37,000

The organization inspires public awareness and appreciation of the diverse people, places and events that contribute to Deerfield Beach's evolving history through a wide variety of community programs, exhibitions, publications and special events and outreach services within national registered buildings and properties. Funding request to cover operational costs that include utilities, marketing, insurance, external accounting services and banyan and lawn.

4. Early Learning Coalition of Broward County - \$15,000

Funding request to support the School Readiness Child Care Match program which provides income-based subsidies for childcare to economically disadvantaged families living and working in Deerfield Beach. The organization receives state and federal grants with local match requirements. The funding requested will cover a portion of the local match that directly benefits Deerfield Beach families. The local match will be used for childcare costs and paid directly to childcare providers.

5. Family Central - \$10,000

Funding request to support the Home Instruction Program for Parents of Preschool Youngster (HIPPPY) which addresses literacy, problem solving and discrimination skills in underserved communities that are low income, have limited English, limited literacy, low educational attainment and single parent, etc. The grant will cover operational costs to include part time personnel w/ fringe, curriculum materials, supplies, food, incentives and misc. costs.

6. Gateway Community Outreach - \$25,000

The organization's purpose is to fill the gaps in services to help vulnerable families with children, seniors and individuals in Deerfield Beach and Broward County overcome hunger and homelessness. Funding request to support case management services for the Bridging the Gaps program to effectively respond to the organizations target clients that need assistance in becoming self-sufficient.

7. Junior Achievement of South Florida (JASF)- \$6,018

The mission of the organization is to inspire and prepare youth to succeed in a global economy by training the next generation of business leaders, employees and consumers by educating students through financial literacy, entrepreneurship and workforce readiness programs. Funding request to cover curriculum materials and fees and instructor services for the JA Biz Town & JA Finance Park programs which support the organization's mission and targets students in grades 5 - 8.

8. Kids in Distress- \$10,000

The organization is dedicated to the prevention of child abuse, preservation of family, and the treatment of abused and neglected children. Funding request for operational support of the Healthy Start Program, a comprehensive maternal and infant mental health care program established by the Florida Department of Health that provides education, support, and referrals to pregnant women, women with children under the age of three years and women who have recently experienced a fetal demise. The grant will cover expenses for personnel emergency assistance, incentives and mileage.

9. Lighthouse of Broward County - \$5,000

The organization provides leadership, services, advocacy and resources necessary to enhance the lives of people who are blind and visually impaired in Broward County and empower them to live independently, healthy, employed and fulfilling lives. The grant will cover a portion of personnel costs for the Daily Living Instructor who provides individual and group instruction services to seniors in the Vital Living Program.

10. Women in Distress of Broward County- \$10,000

The organization provides domestic abuse services. Funding requested to supplement the cost of providing emergency shelter and supportive (advocacy) services to Deerfield Beach residents who are victims of domestic violence.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-1013

Agenda Date: 11/16/2021

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 City's Projects to be funded with American Rescue Plan Act Funds; 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 American Rescue Plan Act of 2021 ("ARPA"), also called the COVID-19 Stimulus Package or American Rescue Plan ("ARP"), is a \$1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law by President Biden on March 11, 2021. The Act established the Coronavirus State and Local Fiscal Recovery Fund, which provides for \$350 billion for states, municipalities, counties, tribes, and territories in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses. The funds may be used as follows:

- **Support public health expenditures**, by, for example, funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff.
- **Address negative economic impacts caused by the public health emergency**, including economic harm to workers, households, small businesses, impacted industries, and the public sector.
- **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic.
- **Provide premium pay for essential workers**, offering additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors.
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Eligible expenses must be incurred during the timeframe between March 3, 2021 and December 31, 2024, and the ARPA funds must be expended by December 31, 2026.

The City of Deerfield Beach has been allotted \$16.28 million dollars in ARPA funding, which will be distributed by the U.S. Treasury in two installments as follows:

- First payment within 60 days of the ARPA enactment for 50% of the allocation; and
- Second, payment no earlier than 12 months after the date of the first payment for up to the

remaining 50% allocation.

In June 2021, the City received its first installment of ARPA funding in the amount of \$8,142,442.50. The City hired consultants, Government Services Group ("GSG") in December 2020 to assist with administration of the funds.

Current Activity

Over the past few months, staff from departments citywide met to discuss and identify ARPA projects within their respective departments. Proposed projects were identified based on the aforementioned eligibility criteria, community impact, and long-term benefits. GSG has played an integral role in the selection process by vetting the proposed projects and developing a spending plan that addresses eligible community needs while mitigating risk and maximizing impact.

The City is proposing the 32 projects outlined in Exhibit A for ARPA funding (collectively, the "Projects"). The Projects will address eligible infrastructure needs, COVID-19 public health and economic impacts, and services to disproportionately impacted communities. The City has also earmarked an estimated 3% (\$500,000) of its ARPA allocation for administrative costs. ARPA allows local governments to claim up to 10% of their total allotment for eligible administrative costs (direct and indirect).

The estimated total project costs currently exceed the allocation. However, there is uncertainty in future market prices, actual project costs, and availability of other funding sources that may become available during the period in which the City has to expend the funds (December 31, 2026). Additionally, priorities may change during this period, or the final guidance may rule out certain projects on the list. The list is a living document that may be amended by the City Commission.

GSG performed an initial risk-weighting of the proposed Projects on allowability, risk, and impact of potential claw-back of funds based on the current funding guidelines outlined in the U.S. Treasury Interim Final Rule. The Final Rule from the U.S. Treasury is still pending; upon its release, the proposed Projects will be audited against the rule again to ensure continued project compliance and allowability.

Recommendation

It is recommended that the City Commission approve the proposed Projects for funding through the City's American Rescue Plan Act of 2021 allocation of \$16.28 million dollars to Revive, Recover, and Renew the City of Deerfield Beach.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING THE CITY PROJECTS
TO BE FUNDED WITH AMERICAN RESCUE PLAN ACT FUNDS;
PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE**

WHEREAS, on March 11, 2021, the President of the United States signed into law the American Rescue Plan Act of 2021 (the “ARPA”), which is a \$1.9 trillion economic stimulus bill; and

WHEREAS, the ARPA established the Coronavirus State and Local Fiscal Recovery Fund, which provides for \$350 billion for states, municipalities, counties, tribes, and territories in responding to the economic and public health impacts of COVID-19, and in their efforts to contain impacts on their communities, residents, and businesses; and

WHEREAS, the City was allocated \$16,284,885 of ARPA funds (the “ARPA Funds”); and

WHEREAS, the ARPA Funds may be used to address negative economic impacts caused by the public health emergency, replace lost public sector revenue, provide premium pay for essential workers, or invest in water, sewer, and broadband infrastructure (collectively, the “Eligible Expenses”); and

WHEREAS, the Eligible Expenses must be incurred between March 3, 2021 and December 31, 2024, and the ARPA Funds must be expended by December 31, 2026; and

WHEREAS, the City is proposing 32 projects, outlined in the attached Exhibit “A” (collectively, the “Projects”), to be funded by the ARPA Funds; and

WHEREAS, the Projects will address eligible infrastructure needs, COVID-19 public health and economic impacts, and the provision of services to disproportionately impacted communities; and

WHEREAS, staff recommends that the City Commission approve the Projects, set forth in the attached Exhibit “A,” to be funded by the ARPA Funds.

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 Projects, set forth in the attached Exhibit “A,” to be funded by the ARPA Funds.

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

Project Description	Department	Funding Requested	Eligibility Category	Priority	Risk
SE 8th Avenue Stormwater Improvements	Engineering & Operations	\$ 2,400,000.00	Infrastructure	1	1
West Deerfield Beach Stormwater Improvements	Engineering & Operations	\$ 1,500,000.00	Infrastructure	2	1
Middle School Aquatics Upgrade	Parks & Recreation	\$ 750,000.00	Public Health	3	3
Beach Nourishment Project	Sustainable Management	\$ 3,500,000.00	Infrastructure	4	3
Advanced Meter Infrastructure Project	Environmental Services	\$ 3,000,000.00	Infrastructure	5	1
Community Participation Grant for Non-Profits	Legislative & Community Affairs	\$ 300,000.00	Economic Impact	6	1
Message Boards Main Entrances to City	Public Affairs & Marketing	\$ 150,000.00	Public Health	7	4
Bill Pay Kiosks	Financial Services	\$ 450,000.00	Public Health	8	2
Touchless Water Fountains	Environmental Services	\$ 110,000.00	Public Health	9	2
Touchless Faucets for all Restrooms	Environmental Services	\$ 100,000.00	Public Health	10	2
Automatic Toilet Flush System	Facilities	\$ 80,000.00	Public Health	11	2
Automatic Hand Dryer for Restrooms	Environmental Services	\$ 160,000.00	Public Health	12	2
COVID Recovery Economic Analysis	Economic Development	\$ 35,000.00	Economic Impact	13	2
Gov-Easy	Planning & Development Svcs.	\$ 160,000.00	Public Health	14	2
Monitor Upgrades for Electronic Plan Review	Planning & Development Svcs.	\$ 9,000.00	Public Health	15	3
Conference Room Reconfiguration for Hybrid Meet	Planning & Development Svcs.	\$ 2,000.00	Public Health	16	2
Solar Traffic Message Boards	Parks & Recreation	\$ 50,000.00	Public Health	17	4
Outdoor digital signage	Parks & Recreation	\$ 35,000.00	Public Health	18	4
UV-C Air Purification Systems	Environmental Services	\$ 180,000.00	Public Health	19	1
Air Duct Cleaning & Decontamination	Environmental Services	\$ 350,000.00	Public Health	20	1
DFB Live Naturescapes	Public Affairs & Marketing	\$ 64,690.00	Public Health	21	3
Business Incubator	Economic Development	\$ 122,000.00	Economic Impact	22	1
Hire DFB	Economic Development	\$ 100,000.00	Economic Impact	23	1
Chlorine Conversion	Environmental Services	\$ 2,800,000.00	Infrastructure	24	1
Outdoor Seating Strategy	Planning & Development Svcs.	\$ 25,000.00	Public Health	25	3
Resources, Service & Interventions for Youth & Far	Parks & Recreation	\$ 17,000.00	Economic Impact	26	1
Automatic Transfer Switch	Environmental Services	\$ 200,000.00	Infrastructure	26	1
Ammonia Conversion Project	Environmental Services	\$ 1,000,000.00	Infrastructure	27	1
PLC Upgrades	Environmental Services	\$ 250,000.00	Infrastructure	28	1
Well Rehabilitation Project	Environmental Services	\$ 1,000,000.00	Infrastructure	29	1
Fiber Optic Replacement	Environmental Services	\$ 100,000.00	Infrastructure	30	1
Beach Facility Improvements	Parks & Recreation	\$ 245,000.00	Public Health	31	2
Consulting Services		\$ 500,000.00			1
		\$ 19,744,690.00			



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-928

Agenda Date: 11/16/2021

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 ranking and award of Request for Proposals #21-37-PC for the West Water Treatment Plant Chlorine Conversion Project; authorizing execution of an agreement with the top ranked responsive and responsible contractor, Intercounty Engineering, Inc., for an amount not to exceed \$2,491,298.00; providing for implementation and an effective date. (Funds from American Rescue Plan Fund)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$2,491,298.00

Account Name: American Rescue Plan Fund

Account Number: TBD

Background/History

The City is working towards converting the West Water Treatment Plant's disinfection solution from chlorine gas to liquid sodium hypochlorite (the "Project"). This Project will include the full installation of a temporary disinfection feed system, removal of the current chlorine gas system, and installation of a new system. Once the temporary system is running and the old chlorine gas system is removed, contractors will begin to install a permanent sodium hypochlorite feed system in its location. As part of the Project, contractors will replace all below ground chlorine piping and chemical injection points. The contractor will also complete installation of a carbon dioxide system, which is required based on raw water testing completed by City consultants. Once completed, this Project will allow staff to reliably disinfect its drinking water and reduce the potential dangers associated with chlorine gas disinfection.

Current Activity

The Purchasing and Contract Administration Division issued a Request for Proposals for West Water Treatment Plant, RFP #21-37-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 June 9, 2021, the RFP was advertised in the legal notices section of the Sun-Sentinel. The notice was sent to three hundred and forty-two (342) prospective Offerors via the e-Procurement Marketplace.
- Twenty-eight (28) vendors viewed the documents of the RFP.
- On June 21, 2021 at 9:00 a.m., a Mandatory Site Visit / Examination was held in person.

- On June 22, 2021 at 10:00 a.m., a Mandatory Pre-Proposal Conference was held in person and via Zoom.
- On June 24, 2021 at 9:00 a.m., due to technical difficulties with Zoom, a Secondary Pre-Proposal Conference was held in person and via Zoom.
- Two (2) Addendums were issued to make additions, deletions, and changes to the RFP documents.
- On July 9, 2021 at 2:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed two (2) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the RFP requirements.
- The proposal of one Offeror, Lawrence Lee Construction Services, Inc., was deemed non-response due to not submitting the required original Bid Bond.

The Evaluation Committee, assigned by the City Manager, received their evaluation package, which consisted of evaluation committee policies and procedures and the evaluation sheets.

- Each Evaluation Committee Member independently reviewed and scored one (1) responsive proposal in accordance with the weighted criteria stated in the RFP prior to the initial public Evaluation Committee meeting held on August 26, 2021 at 1:30 p.m. EST. The Evaluation Committee consisted of: Priscilla Cygielnik, City Engineer; Joshua Niemann, Water Plant Superintendent; Tery Glunt, Stantec Consulting Services, Inc.
- After Evaluation Committee discussion of the one proposal, the scores were not changed.
- Following the initial ranking, Priscilla Cygielnik made a motion to recommend to the City Commission award of the contract to Intercounty Engineering, Inc. This motion was seconded by Joshua Niemann. The Evaluation Committee was unanimous in their decision. In summary, the Evaluation Committee is recommending the award of the contract to Intercounty Engineering, Inc.

Recommendation

It is recommended that the City Commission approve the RFP rankings and recommendation to award a contract to Intercounty Engineering, Inc. for the Project and authorize the City Manager to execute the contract.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE RANKING AND AWARD OF REQUEST FOR PROPOSALS #21-37-PC FOR THE WEST WATER TREATMENT PLANT CHLORINE CONVERSION PROJECT; AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE TOP RANKED RESPONSIVE AND RESPONSIBLE CONTRACTOR, INTERCOUNTY ENGINEERING, INC., FOR AN AMOUNT NOT TO EXCEED \$2,491,298.00; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City is working towards converting the West Water Treatment Plant's disinfection solution from chlorine gas to liquid sodium hypochlorite (the "Project"); and

WHEREAS, the City issued Request for Proposals No. 21-37-PC for the West Water Treatment Plant Chlorine Conversion Project (the "RFP"); and

WHEREAS, the RFP was advertised in the legal notices section of the Sun Sentinel on June 9, 2021, and the notice was also sent to 342 prospective respondents via the e-Procurement Marketplace; and

WHEREAS, 28 firms viewed the RFP documents; and

WHEREAS, on July 9, 2021 at 2:00 p.m., the due date and time for the responses, the Purchasing and Contract Division (the "Division") closed and unsealed the two proposals that were timely received, and reviewed the proposals to ensure they met the RFP requirements; and

WHEREAS, one proposal was deemed non-responsive due to failure to submit the required original bid bond; and

WHEREAS, the evaluation committee independently reviewed and scored the one responsive proposal in accordance with the weighted criteria stated in the RFP prior to the first evaluation committee meeting; and

WHEREAS, the evaluation meeting was held on August 26, 2021 to score the proposal based on the weighted criteria stated in the RFP; and

WHEREAS, following the initial ranking, the evaluation committee was unanimous in their decision to recommend award of the RFP to Intercounty Engineering, Inc. ("Intercounty") as the top ranked, responsive and responsible contractor; and

WHEREAS, the evaluation committee recommends that the City Commission approve the ranking and award of the RFP to Intercounty, and authorize execution of an agreement with Intercounty for the Project.

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

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

Section 2. The City Commission hereby approves the award of the RFP to Intercounty for the Project.

Section 3. The City Manager is hereby authorized to execute an agreement with Intercounty for the Project, in an amount not to exceed \$2,491,298.00, consistent with the terms of the RFP, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Memorandum

TO: Tom Good, Assistant City Manager

FROM: Paul Collette, Buyer

THRU: Ivelsa Guzman, Purchasing Manager

DATE: August 26, 2021

RE: **West Water Treatment Plant Chlorine Conversion Project, RFP #21-37-PC**

The Purchasing and Contract Administration Division issued a Request for Proposals for West Water Treatment Plant, RFP #21-37-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 June 9, 2021 the RFP was advertised in the legal notices section of the Sun-Sentinel. The notice was sent to three hundred and forty-two (342) prospective Offerors via the e-Procurement Marketplace.
- Twenty-eight (28) vendors viewed the documents of the RFP.
- On June 21, 2021 at 9:00 a.m., a Mandatory Site Visit / Examination was held in person.
- On June 22, 2021 at 10:00 a.m., a Mandatory Pre-Proposal Conference was held in person and via Zoom.
- On June 24, 2021 at 9:00 a.m., due to technical difficulties with Zoom a Secondary Pre-Proposal Conference was held in person and via with Zoom.
- Two (2) Addendums were issued to make additions, deletions and changes to the RFP documents.
- On July 9, 2021 at 2:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed two (2) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the RFP requirements.
- One Offeror, Lawrence Lee Construction Services, Inc. proposal was deemed non-response due to not submitting the required original Bid Bond.
 - Bid Bond must be received prior to the competitive solicitation closing date and time as a condition of responsiveness, and shall either be mailed or hand-delivered to the Purchasing and Contract Administration Division, 401 SW 4th Street,

Deerfield Beach, FL 33441 (Central City Campus, Bldg. A., 2nd Floor) during normal business hours (8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays observed by the City). Offerors who do not submit a bid security prior to the competitive solicitation close date and time, their response shall be deemed as non-responsive and rejected from the award.

- Subsequently, each member of the Evaluation Committee assigned by the City Manager received their evaluation packages that consisted of: evaluation committee policies and procedures and the evaluation sheets.
- Each Evaluation Committee Member independently reviewed and scored the one (1) responsive proposal in accordance with the weighted criteria stated in the RFP prior to the initial public Evaluation Committee meeting held on August 26, 2021 at 1:30 p.m. EST. The Evaluation Committee consisted of: Priscilla Cygielnik, City Engineer; Joshua Niemann, Water Plant Superintendent; Tery Glunt, Stantec Consulting Services, Inc.
- The proposal was evaluated based on the following weighted criteria:

<u>Criteria</u>	<u>Weight</u>
Price	6
Qualifications and Experience of Principals and Staff	3
Understanding of the Project and City's Objective	3
History and Past Performances of Similar Projects	3
Construction Approach and Process	2
Availability of Personnel, Facilities, and Equipment	2
Project Scheduling and Phasing	2

- The proposals were ranked (After Committee Members Independent Review) as follows:

Ranking Chart	Priscilla Cygielnik	Joshua Niemann	Tery Glunt	Total	Ranking
Intercounty Engineering, Inc.	192 / 1	133 / 1	165 / 1	3	1

- After Evaluation Committee Discussion of the one Proposal, the scores were not changed.
- Following the initial ranking, Priscilla Cygielnik made a motion to recommend awarding the contract with Intercounty Engineering, Inc. to the City Commission. This motion was seconded by Joshua Niemann. The Evaluation Committee was unanimous in their decision.

In summary, the Evaluation Committee is recommending award of the contract with Intercounty Engineering, Inc.

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

Att. Tabulation by Line Item, Tabulation Summary, Scope of Work

c: Hamid Nikvan, Assistant Director of Environmental Services
Joshua Niemann, Water Plant Superintendent

1	Mobilization and Demobilization.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Intercounty Engineering, Inc.	1	Lump Sum	\$196,726.00	\$196,726.00	
2	Bonds and Insurances.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Intercounty Engineering, Inc.	1	Lump Sum	\$73,772.00	\$73,772.00	
3	Permits Fees.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Intercounty Engineering, Inc.	1	Lump Sum	\$6,000.00	\$6,000.00	
4	Shop Drawings and other required submittals as per proposal documents.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Intercounty Engineering, Inc.	1	Lump Sum	\$8,400.00	\$8,400.00	
5	Temporary Sodium Hypochlorite System as per proposal documents.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Intercounty Engineering, Inc.	1	Lump Sum	\$90,000.00	\$90,000.00	
6	Demolition of Chlorine Gas System and Associated Equipment and Structures as per proposal documents.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Intercounty Engineering, Inc.	1	Lump Sum	\$50,400.00	\$50,400.00	
7	Sodium Hypochlorite System as per proposal documents.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Intercounty Engineering, Inc.	1	Lump Sum	\$456,000.00	\$456,000.00	
8	Carbon Dioxide System as per proposal documents.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Intercounty Engineering, Inc.	1	Lump Sum	\$468,000.00	\$468,000.00	
9	Dosing Piping and Chemical Trench, Injection Points and Civil Site Works as per proposal documents.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Intercounty Engineering, Inc.	1	Lump Sum	\$444,000.00	\$444,000.00	
10	Concrete Slabs, Structural and Building modifications, and Fire Suppression as per proposal documents.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Intercounty Engineering, Inc.	1	Lump Sum	\$144,000.00	\$144,000.00	
11	Electrical as per proposal documents.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Intercounty Engineering, Inc.	1	Lump Sum	\$240,000.00	\$240,000.00	
12	Instrumentation and Controls as per proposal documents.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Intercounty Engineering, Inc.	1	Lump Sum	\$264,000.00	\$264,000.00	
13	Owners Contingency.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Intercounty Engineering, Inc.	1	Lump Sum	\$50,000.00	\$50,000.00	

Event Number	21-37-PC Addendum 2	Organization	City of Deerfield Beach
Event Title	West Water Treatment Plant Chlorine Conversion Pr	Workgroup	Purchasing & Contract Admin. Div.
Event Description	The City of Deerfield Beach is soliciting sealed respor	Event Owner	Paul Collette
Event Type	RFP	Email	pcollette@deerfield-beach.com
Issue Date	6/9/2021 05:38:17 PM (ET)	Phone	(954) 480-4418
Close Date	7/9/2021 02:00:00 PM (ET)	Fax	(954) 480-4388

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Intercounty Engineering, Inc.	Pompano Beach	FL	7/9/2021 01:38:49 PM (ET)	13	\$2,491,298.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

SECTION VI - SCOPE OF WORK

1. General

a. Work Covered by Contract Documents

- i. The completed Work will provide Owner with fully equipped and completely functional sodium hypochlorite and carbon dioxide treatment systems, with all associated piping, electrical, geotechnical, instrumentation and controls, site civil works, HVAC modifications and demolition of existing chlorine gas cylinders and associated equipment and pipes, indicated on the Drawings as being within the limits of the Contract Work.
- ii. The sodium hypochlorite treatment system is designed to a detailed design level whereas the carbon dioxide treatment system is designed to a conceptual, or functional, design level, as depicted in this Section, the attached sketches, and described in Section 43 13 10, Carbon Dioxide Feed Equipment. As part of the Work, the Contractor shall develop the design of the carbon dioxide treatment system to a detailed design level and submit for review and approval to Owner and Owner's appointed Engineer during Construction.

iii. Scope of Contract Work

1. The Sodium hypochlorite treatment system shall include, but is not limited to, the following items as indicated on the Drawings.
 - a. Temporary sodium hypochlorite system: furnish, transfer to Site, and install a temporary sodium hypochlorite system with all accessories including a storage tank with fill and drain lines, metering pumps located inside a pump skid, piping and valving and instrumentation and controls.
 - b. Demolition of chlorine gas cylinders and chlorinators, including associated equipment, piping & valving, panels, cabling, appurtenances, carrier water and compressor systems, air scrubber, scrubber enclosure walls and electrical components.
 - c. Storage tanks and metering pumps: furnish, transfer to Site, and install a sodium hypochlorite system with all accessories including a tank fill panel, storage tanks with access ladders and manways, metering pumps located inside pump skids, piping and valving, instrumentation and controls, and housekeeping pads.
 - d. Dosing trench and injection points: furnish, transfer to Site, and install dosing trench, vaults, dosing trench covers and chemical injection points, including chemical dosing piping, and above-ground chemical injection assemblies.
 - e. All associated electrical, instrumentation and controls, structural and HVAC modifications and civil works for a completely functional system.
 - f. Control panel: design, fabricate, transfer to Site, and install a control panel that will control the sodium hypochlorite treatment system.

- g. Instrumentation: all field instruments.
 - h. Software programming: provide all software and programming for the control panel, and upgrading and modifying the existing work station programmed with VTScada at the Owner's main control room. Meet with the Owner and their representative to discuss required programming at the Owners work station. Receive the Owners input and update the Owner work station accordingly.
 - i. Fire suppression and fire alarm: design, furnish and install fire suppression and fire alarm system as specified in the contract documents.
- Carbon dioxide treatment system:
- a. The carbon dioxide treatment system shall be designed and constructed by the Contractor. The information contained in these Contract Documents is developed to a functional design level and needs to be further developed by the Contractor to a detailed design level to include drawings and technical specifications. The design and method of construction of the carbon dioxide system shall eliminate the need for a WTP outage and shall minimize equipment downtime. The design work may require topographical, geotechnical and utility-locate surveys. Design drawings shall include, but not be limited to:
 - i. General sheets.
 - ii. Civil site layout and details.
 - iii. Yard piping layout and details.
 - iv. Equipment general arrangement, sections and details.
 - v. Electrical site plan, including cable and conduit runs.
 - vi. Structural tank foundation layout, section and details.
 - vii. Electrical diagrams and schedules and panel layout drawings.
 - viii. I&C P&ID and Block diagrams.

The detailed design shall be prepared and signed and sealed by a Professional Engineer, under contract with the Contractor, and shall be submitted as part of the regular shop drawing submittal process to Owner and Owner's appointed Engineer during Construction for review and approval.

- b.** Carbon dioxide equipment: design, fabricate, transfer to Site, and install a carbon dioxide treatment system with all accessories including a tank fill panel, storage tank, carbon dioxide feed panel, piping and valving and instrumentation and controls.
- c.** All associated electrical, instrumentation and controls, structural and civil works for a completely functional system.
- d.** Instrumentation: all field instruments.
- e.** Software programming: provide all software and programming for the feed panel, connection to the sodium hypochlorite control panel and upgrade and modification of the existing work station programmed with VTScada at the Owners main control room. Meet with the Owner and their representative to

discuss the required programming at the Owners work station. Receive the Owners input and update the Owner work station accordingly.

- f. The equipment specified in this section including the fill panel, storage tank and associated equipment, feed panel, pH analyzer and diffuser shall be the products of one manufacturer.
- g. The Contractor shall install equipment and provide all other Work for a completely operational system at no additional cost to the Owner.

2. Drawings and Technical Specifications

Refer to: Exhibit II – 100% Technical Specifications and Exhibit III - 100% Drawings. Exhibit III – 100% Drawings contains information that is exempt from public inspection under Section 119.071, Florida Statutes. Accordingly, Exhibit III will be available only to the Proposers who attend the Mandatory Site Visit and Examination, subject to the execution of a confidentiality agreement.

3. 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 Project Manager 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 service 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 created by the Contractor and deduct the actual cost of repairs from their payment.

4. 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 materials and workmanship on the job throughout the duration of his/her responsibility.

5. Personnel

- a. The City may require the Contractor 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 Contractor to immediately address upon the City's notification to the Contractors 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 through the use of a nametag or embroidered

name on his/her 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. Contractor's personnel shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them.

6. Contractor's Vehicles

Contractor's vehicles used on City projects shall be clean and presentable, in working condition, and identified with the name of the company and proper licensing.

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City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-975

Agenda Date: 11/16/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the City of Deerfield Beach Stormwater Management and Flood Resiliency Strategies Master Plan; providing an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In April of 2018, the City Commission passed an ordinance creating the Stormwater Management Program (the "Program") and Fund. The Program was initiated on October 1, 2018 and was established to improve, maintain and address the future capital needs of the City's stormwater management system (the "System"). The Program funds maintenance personnel, materials, equipment, capital planning, and projects. With the inception of the Program, it was determined that a master plan was needed to guide the City's capital planning and projects over the next ten plus years. The proposed Stormwater and Flood Resiliency Strategies Master Plan (the "Master Plan") aids the City in developing capital improvement projects and regulatory strategies to increase flood resiliency and improve stormwater quality.

Predicted changes in future climate and sea level rise require specific strategies to ensure stormwater infrastructure will perform to its design level of service. The evolving regulatory reporting requirements at the local, state and Federal level, including the National Pollutant Discharge Elimination System (NPDES) permits and the National Flood Insurance Program Community Rating System, place new demands on local utilities, requiring new strategies to address stormwater quality and quantity. These factors dictate that the City implement Best Management Practices (BMPs) through the implementation of sustainable capital project concepts. The Master Plan identifies innovative and practical methods of long-term flood management that identifies the best course of action for cost effective improvements, sustained operability, and continued protection of community assets through appropriate investments and upgrades.

Current Activity

In October 2019, the City entered into an agreement with Geosyntec Consultants (the "Consultant") for services related to the preparation of the Master Plan. The Consultant performed a review of the overall System and evaluated the state of the City's inland and coastal infrastructure. A flood assessment informed by a Hydrologic and Hydraulic model evaluated the City's existing infrastructure for 10, 25, and 100 year design storm frequencies. This model was used to confirm known flooding areas and predict potential problems. Similarly, the Consultant evaluated water quality impairments and performed pollutant load modeling to identify hot spots. These assessments inform the capital

improvement recommendations for flood mitigation and water quality improvement recommendations. In addition, the Master Plan provides recommendations for enhancements to operations and maintenance needed to ensure effective stormwater management, overall.

The Master Plan is required to predict capital improvement program ("CIP") project needs over a reasonable planning period in order to forecast CIP expenditures and identify funding mechanisms. The capital project recommendations total just under \$19 million dollars. The initial target planning horizon for this Master Plan is 10 years. The primary source of funding for CIP projects is through stormwater utility fees. However, it is recognized that there are a number of external funding sources that can also be used to supplement paying for CIP project costs.

The Master Plan was communicated to residents by community-led workshops. The first workshops were conducted on November 17 and 18, 2020. This initial workshop identified four critical projects, one in each district, to develop conceptual level plans funded by FEMA Flood Mitigation Advanced Assistance program to prioritize the capital project recommendations in the Master Plan. On September 20, 21, 27, and 28, the conceptual plans were presented to each district each day, respectively, in addition to the final Master Plan recommendations.

A summary of the Master Plan is included in the back up of this item, and the entirety of the Master Plan is on file with the City Clerk's Office.

Recommendation

It is recommended the City Commission adopt the City of Deerfield Beach Stormwater Management and Flood Resiliency Strategies Master Plan.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, ADOPTING THE CITY OF
DEERFIELD BEACH STORMWATER MANAGEMENT AND FLOOD
RESILIENCY STRATEGIES MASTER PLAN; PROVIDING AN
EFFECTIVE DATE**

WHEREAS, in April 2018, the City Commission adopted an ordinance creating the Stormwater Management Program and Utility Fund; and

WHEREAS, the City's Stormwater Utility Program was initiated on October 1, 2018; and

WHEREAS, in October 2019, the City entered into an agreement with Geosyntec Consultants, Inc. (the "Consultant") for services related to the preparation of a Stormwater Management and Flood Resiliency Strategies Master Plan; and

WHEREAS, the Consultant has prepared and completed the City's Stormwater Management and Flood Resiliency Strategies Master Plan, a summary of which is attached as Exhibit "A" and the entirety is on file with the City Clerk's Office (the "Master Plan"); and

WHEREAS, the Master Plan predicts capital improvement program ("CIP") project needs over a reasonable planning period in order to forecast CIP expenditures, identifies funding mechanisms, and will aid the City in developing capital improvement projects and regulatory strategies to increase flood resiliency and improve stormwater quality; and

WHEREAS, City staff recommends that the City Commission adopt the Master Plan.

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

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

Section 2. The City Commission hereby adopts the Master Plan, a summary of which is attached as Exhibit "A" and the entirety is on file with the City Clerk's Office.

Section 3. The appropriate City officials are hereby 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.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

11. SUMMARY AND RECOMMENDATIONS

This report provides the City of Deerfield Beach (City) with a comprehensive Stormwater Master and Flood Resiliency Strategies Master Plan to guide the City's stormwater management program over the next 10 years. The Stormwater Master Plan (SMP) will aid the City in developing capital improvement projects (CIPs) and regulatory strategies to increase flood resiliency and improve stormwater quality.

Predicted changes in future climate and sea level rise require specific strategies to ensure stormwater infrastructure will perform to its design level of service. Evolving regulatory requirements such as Total Maximum Daily Loads (TMDLs) and enhanced National Pollutant Discharge Elimination System (NPDES) permit conditions also require new strategies to be formulated to address stormwater quality. These factors dictate that innovative flooding and water quality Best Management Practices (BMPs) be developed through the implementation of sustainable capital project concepts. In addition, recommendations for enhancements to operations and maintenance are needed to ensure effective stormwater management overall.

Based on the **Flooding Assessment** performed for the SMP, numerous improvement actions were recommended. The following capital improvements project recommendations were made which are sufficiently defined to proceed directly to conceptual design:

- FL-01: West Deerfield – SW 32nd Avenue & SW 34th Avenue
- FL-02: Wildwood of Deer Creek
- FL-03: Goolsby Boulevard
- FL-04: College Park – MLK Avenue
- FL-05: College Park – NW 4th Street and NW 2nd Terrace
- FL-06: College Park – NW 1st Terrace
- FL-07: Arlington Park – MLK Avenue
- FL-08: Arlington Park – SW 7th Court
- FL-09: Broward Highlands
- FL-10: East Deerfield - East & West
- FL-11: Robinson Road
- FL-12: SE 8th Street
- FL-13: SE 10th Street – Dixie Highway to SE 2nd Avenue
- FL-21: MLK Avenue
- FL-22: SE 8th Street
- FL-23: NW 45th and Crystal Lake

The following project recommendations are for further detailed flood studies to more specifically define proposed improvement measures in areas where flooding has been reported but the solutions to address flooding may not be as certain:

- FL-14: Barwal Area Drainage Study
- FL-15: SW 11th Street Area Drainage Study

- FL-16: Broward Highlands Area Drainage Study
- FL-17: East Deerfield Area Drainage Study
- FL-18: College Park Area Drainage Study
- FL-19: Tivoli Area Drainage Study
- FL-20: Pine Tree Mobile Home Park Area Drainage Study
- FL-24: Miscellaneous Small Area Drainage Studies

Based on the **Water Quality Assessment** performed for the SMP, numerous improvements actions were recommended, including:

- Six CIP recommendations include treatment BMPs. These include *Location-Specific Structural Projects* as follows:
 - WQ-01: C2 Canal Outfall Treatment
 - WQ-02: Pinetree Meadows Outfall Treatment
 - WQ-03: C1 Canal Outfall Treatment
 - WQ-04: E1 Canal Treatment
 - WQ-05: Tern Waterway Treatment
 - WQ-06: C3 Canal Treatment Feasibility
- Four CIP recommendations include LID infrastructure and non-structural BMP measures studies focused on source controls and reducing impervious areas and disconnecting impervious area from stormwater drainage networks and outfalls. These include *Dispersed Structural Stormwater Management Infrastructure* as follows:
 - WQ-07: Street Sweeping Optimization
 - WQ-08: Swale Improvement Program
 - WQ-09: Impervious Area Disconnection Study
 - WQ-10: Educational Programs

The **Coastal Resilience Assessment** indicated numerous recommendation and actions for the City to consider moving forward on. Three particular recommendations are considered capital project actions, summarized as follows:

- CO-01: Severe and Critical Outfall Repair
- CO-02: Seawall and Outfall Elevation and Easement Survey
- CO-03: Backflow Protection Feasibility Evaluation

The City's Stormwater Utility is required to predict CIP project needs over a reasonable planning period in order to forecast CIP expenditures and identify funding mechanisms. The capital project recommendations total just under \$19 million dollars. The initial target planning horizon for this SMP is 10 years. The primary source of funding for CIP projects is stormwater utility fees, however it is recognized that there are a number of external funding sources that can also be used to supplement paying for CIP project costs. On average the target yearly budget to implement this program of CIP projects is slightly less than an average of \$1,900,000 per year.

Based on the **Regulatory Review** performed for the SMP, the following items recommended for the City's consideration:

- Several components of the City's legal framework for its stormwater management program need revising. In particular, recommendations focus on changes to the code that will require higher stormwater load reductions for projects discharging to impaired water bodies and promoting low impact developments, also termed green infrastructure: reductions in impervious surfaces, the use of swales or other retention BMPs, the incorporation of low impact development principles, reduction in flow and volume of stormwater, increase in natural hydrology, and adherence to the principles of the UF/IFAS Florida-Friendly Landscaping program in new landscaping.
- Review of the City's Comprehensive Plan and Land Development Regulations indicated recommended revisions to the City's legal framework, including specific language revisions. There are two significant issues that need to be addressed:
 - Ensuring stormwater load reductions for impaired water bodies
 - City of Deerfield Beach stormwater Levels of Service.
- The following is recommended with relation to a Stormwater Treatment LOS standard:
 - Use site appropriate BMPs, especially LID/GI BMPs integrated into a BMP treatment train, to meet the following levels of treatment, as applicable to the development project and its location:
 1. Projects that discharge directly or indirectly to surface waters - Reduce the post-development annual average stormwater total nitrogen load by at least 70% and the annual average stormwater total phosphorus load by at least 80%.
 2. Projects that discharge directly to Outstanding Florida Waters – Reduce the post-development annual average total nitrogen and total phosphorus load by at least 95%.
 3. Projects within watersheds of Verified Impaired Water Bodies or Water Bodies with Adopted Nutrient Total Maximum Daily Loads (TMDLs) – Either meet the performance standard in 1 or 2 above or reduce the post-development average annual nitrogen and phosphorus load to at least 10 percent less than the pre-development average annual nitrogen and phosphorus load, whichever provides the highest amount of average annual nutrient load reduction (Net Improvement Performance Standard).
- In addition to the two major issues above, there are three other areas that merit revisions to make the City's stormwater management program more effective:
 - Revisions to address incorrect references to laws, rules, or programs: to update terminology and definitions; and to update other information that is referenced
 - Revisions to either require or promote and provide incentives to use LID/GI approaches and BMPs during development and redevelopment.
 - Revisions to ensure effective implementation and reporting of the City's NPDES MS4 permit.
- Finally, it does not appear that the City has the required written Standard Operating Procedures that are required by the MS4 permit.

Review of the City's current **Operation and Maintenance** practices indicate that the City employs a reactive approach instead of preventive one. However, the City's Stormwater Utility staff are doing a

good job of operating and maintaining the City's aging stormwater infrastructure. The City's critical infrastructure is on a regular inspection and maintenance schedule. With the recent implementation of the City's Stormwater Utility, citizen and management expectations will increase. Therefore, the Stormwater staff need to be able to optimize their efficiency and cost-effectiveness. We offer the following recommendations to accomplish this goal:

- **The City needs to develop and implement a comprehensive Operation and Maintenance Plan.** The Operation and Maintenance Plan should include but not be limited to:
 - Establish a coordinated and effective implementation plan
 - Establish performance goals and O&M Levels of Service that are understood by key staff and managers
 - Implementation of the new GIS-based asset management system including staff training.
 - A completed up-to-date GIS-based inventory of the City's stormwater management system with their location, type, and other pertinent details.
 - A schedule for the inspection and maintenance of all components of the stormwater system.
 - For each of the system's BMPs and other components, the City needs to develop and use written SOPs that include a list and description of each of the identified inspection and maintenance tasks along with the appropriate inspection and maintenance checklists. These written SOPs also need to meet the specific SOP requirements set forth in the MS4 permit.
 - Electronic or paper copies of maintenance and inspection logs and work orders
 - List of all required and available equipment and material.
 - The staff responsible for maintenance with a description of the duties for the maintenance personnel along with their titles.
 - Record keeping procedures and reporting requirements (MS4, LOS achievement, etc.)
 - Record drawings and associated design calculations.
 - List of off-hour telephone numbers of key maintenance personnel in case of emergencies.
 - Plan for future expenditures needed to assure that the stormwater system continues to function as designed and permitted, if applicable.
- The City should adopt the inspection schedule recommended.
- The City should purchase a second street sweeper and truck. Street sweeping is one of the most cost-effective BMPs for reducing stormwater pollutants and litter.
- The City needs to construct a Street Sweeper/Vactor wash out.
- The City needs to increase the storage volume of its swales.
- An analysis needs to be done to determine adequate levels of staffing to ensure the City's stormwater assets are operated and maintained properly.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-985

Agenda Date: 11/16/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a change order in the amount of \$1,063,000 to provide additional banquet space for the design-build construction of the Johnny L. Tigner Community Center Project, for a total project cost of \$10,179,547.02; providing for execution and an effective date. (Funds from Account #358-8000-572-61-12 - Construction & Account #358-8000-384-10-00 - Loan/Bond Proceeds)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$1,063,000

Expense Account Name: Construction

Expense Account Number: 358-8000-572-61-12

Revenue Account Name: Loan/Bond Proceeds

Revenue Account Number: 358-8000-384-10-00

Background/History

On November 10, 2020, the City issued Request for Proposals #21-05-PC (the "RFP") for Design-Build Construction services for the Johnny L. Tigner Community Center (the "Project"). On March 4, 2021, the closing date and time, the Purchasing and Contract Administration unsealed four responses from the prequalified firms approved by the City Commission in Step 1, RFQ process, of this two-step procurement. After evaluation by the Committee on March 23, 2021, MBR Construction, Inc. (the "Contractor") was the top ranked proposer. Resolution 2021/081 authorized the City Manager to enter contract negotiations and execute a contract with MBR for design-build construction services for an amount not to exceed \$9,116,547.02 consistent with the terms of the RFP (the "Agreement").

Upon award of the Agreement, the City conducted two public workshops. The first workshop was conducted June 29, 2021 in the Oveta McKeithan Recreational Complex Gymnasium and the second workshop was conducted on August 31, 2021, as a hybrid meeting at the Hillsboro Technology Community Center and via Zoom online. The overall consensus of the attendees at these workshops was to add space to the banquet room to accommodate upwards of 300 guests.

Current Activity

The original RFP set a target area of 4,000 sf for the banquet room. The Contractor re-evaluated the space requirements to house 350 guests without a stage and 300 guests with a stage in the banquet room. The additional space equates to an additional 1000 gsf on the ground level. The exterior wall

is load-bearing. Due to the load bearing wall, both the bottom and top story will grow by an additional 1000 gsf. The total cost for the aggregate space is \$900,000. The additional square footage would allow for more tables and chairs for seating. However, additional tables and guests affects the size of the warming kitchen and storage spaces required for those additional tables and guests. To accommodate the growth of the banquet room, it has been proposed to add 364 gsf to the warming kitchen at an additional Project cost of \$163,000.

Based on the direction received from the City Commission on October 5, 2021, City staff is recommending a change order to the Agreement to expand the banquet area, including the warming kitchen (the "Change Order"). The total cost for this Change Order is in amount of \$1,063,000 to be funded by unobligated bond proceeds. Section 38-120 of the City Code requires City Commission approval for change orders to construction contracts that increase the contract amount more than \$30,000 or ten percent of the original construction contract amount.

Recommendation

Consideration to approve the Change Order in the amount of \$1,063,000 for the reconstruction of the Johnny L. Tigner Community Center, for a total project cost of \$10,179,547.02.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A CHANGE ORDER IN THE AMOUNT OF \$1,063,000 TO PROVIDE ADDITIONAL BANQUET SPACE FOR THE DESIGN-BUILD CONSTRUCTION OF THE JOHNNY L. TIGNER COMMUNITY CENTER PROJECT, FOR A TOTAL PROJECT COST OF \$10,179,547.02; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the City issued Request for Proposals #21-05-PC for Design-Build Construction Services for the Johnny L. Tigner Community Center (the “RFP”) to the firms shortlisted as part of Request for Qualifications #20-06-IG for Design Build Services; and

WHEREAS, on May 18, 2021, the City Commission approved the Evaluation Committee rankings with MBR Construction, Inc. (“MBR”) as the top ranked firm, and authorized execution of a contract with MRB for design-build project; and

WHEREAS, on July 8, 2021, the City entered into an agreement (the “Agreement”) with MBR Construction, Inc. (“MBR”) for the design-build construction of the Johnny L. Tigner Community Center (the “Project”); and

WHEREAS, pursuant to the Agreement, the City issued Purchase Order #210301 (the “PO”) to MBR for the Project in the amount of \$9,116,547.02; and

WHEREAS, the City conducted two public workshops with the community regarding the Project, which resulted in overall consensus from the community to add space to the Johnny L. Tigner Community Center (the “Tigner Center”) to provide for the banquet room to accommodate 300 guests; and

WHEREAS, in order to provide for the additional capacity, an additional 1000 square feet are required to be added to both the first and second floors of the Tigner Center, and 364 square feet to the warming kitchen (collectively, the “Additional Space”); and

WHEREAS, MBR provided City staff with an updated proposal for the Project with the Additional Space included, which would increase the PO by \$1,063,000 (the “Change Order”); and

WHEREAS, Section 38-120 of the City Code requires City Commission approval for change orders to construction contracts that increase the contract amount more than \$30,000 or ten percent of the original construction contract amount; and

WHEREAS, staff recommends that the City Commission approve the Change Order for the Project in the amount of \$1,063,000, for a total Project cost of \$10,179,547.02.

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 Change Order in the amount of \$1,063,000 to provide for the Additional Space, for a total Project cost of \$10,179,547.02.

Section 3. The appropriate City officials are authorized to execute the Change Order.

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

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