



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
January 4, 2022
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: December 7, 2021

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Planning & Zoning Board Meeting Minutes

Attachment: November 4, 2021

Community Appearance Board Meeting Minutes

Attachment: October 13, 2021

Community Redevelopment Agency Meeting Minutes

Attachment: October 12, 2021

APPROVAL OF THE AGENDA

January 4, 2022

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/88999062219?pwd=aGdzSU5KazBxWWxkcm50R3hHTW5WZz09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (312) 626-6799

Meeting ID: 889 9906 2219#

Participant ID: #

Passcode: 983703#

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

Attachment: Zoom Instructions

AWARDS & RECOGNITION

- 1. Certificate of Appreciation presented to Joel Smith, Executive Director of Deerfield Beach Community CARES, for promoting mental health awareness in the City of Deerfield Beach.**

Sponsor: Commissioner Todd Drosky

- 2. Certificate of Recognition presented to Alfred Richardson for over 30 years of service to the City of Deerfield Beach.**

Sponsor: Department of Sustainable Management

- 3. Certificate of Appreciation presented to BSO and City staff for their life-saving work.**

Sponsor: Department of Public Safety

Vice Mayor Ben Preston

PUBLIC HEARINGS – SECOND READING

4. **P.H. 2022-022: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS," ARTICLE III "ZONING DISTRICT 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.**

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Office of City Attorney

Attachment: Beach Amenities

5. **P.H. 2022-023: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 34 "ENVIRONMENT," ARTICLE IV "OUTDOOR LIGHTING RESTRICTIONS," SECTION 34-60 "BEACH AREA OUTDOOR LIGHTING RESTRICTIONS" AND CHAPTER 46 "OFFENSES" SECTION 46-31 "OPEN BURNING" OF THE CITY CODE OF ORDINANCES TO INCORPORATE THE STATE OF FLORIDA MODEL SEA TURTLE LIGHTING REQUIREMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Department of Planning & Development Services

Attachment: Outdoor Lighting Restrictions

6. **P.H. 2022-024: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS," ARTICLE IV "SUPPLEMENTARY REGULATIONS,"**

SECTION 98-3 "DEFINITIONS" OF THE CITY'S LAND DEVELOPMENT CODE TO ADD DEFINITIONS RELATED TO DOCKING AND MOORING FACILITIES; AMENDING SECTION 98-87 "DOCKING AND MOORING FACILITIES" TO AMEND THE CITY'S DOCKING AND MOORING FACILITIES REGULATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Department of Planning & Development Services

Attachment: Docking and Mooring Facilities

PUBLIC COMMENT

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

CONSENT - BOARD APPOINTMENTS

- 7. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Joe Chancy as an alternate member to the Planning & Zoning Board to fill an unexpired term; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Commissioner Michael Hudak

Attachment: P&Z Board Appointment

- 8. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Daniel Shanetzky as a regular member of the Cultural Committee; 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: Commissioner Bernie Parness

Attachment: Cultural Committee Board Appointment

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 9. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying the execution of a Premium Lighting Agreement with Florida Power & Light for the maintenance of decorative street lighting for the S-Curve Utility Undergrounding and Streetscape Improvement Project utilizing FPL's Premium Lighting PL-1 Program; providing for implementation, severability, 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: Premium Lighting Agreement

- 10. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with the Urban Land Institute Southeast Florida/Caribbean District Council for a technical assistance panel to conduct comparisons of potential commuter rail station locations; authorizing execution of the Agreement in an amount not to exceed \$25,000.00; providing for an effective date. (*Funds from Account #001-1500-552-32-99 - Other Contractual Services*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Economic Development

Attachment: Technical Assistance Panel

- 11. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Facility Use and Grant Agreement with Little League Baseball, Inc. dba Deerfield Beach Little League for Youth Baseball Programs; approving a \$10,000 grant to support the Youth Baseball Programs within the City; providing for execution, severability and an effective date. (*Funds from Account #001-7025-572-39-14 - Athletic Program Supplement*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Parks & Recreation

Attachment: Deerfield Beach Little League

- 12. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a \$35,000 grant to the DPR Youth Enrichment Association for Academics & Athletics, Inc. to support the Packer Rattlers Youth Football, Cheerleading, and Academic Support Programs; providing for execution, severability and an effective date. (*Funds from Account #001-7025-572-39-14 - Athletic Program Supplement*)**

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: Deerfield Packer Rattlers

- 13. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Qualifications #22-05-PC for the Pioneer Grove Infrastructure Improvements - Pedestrian Lighting and Complete Streets Project to the top ranked, responsive and responsible proposer Kimley-Horn and Associates, Inc.; authorizing the City Manager to negotiate an agreement with Kimley-Horn and Associates, Inc.; and providing for an effective date. (*Funds from Account #108-5050-541-60-31 - Improvements Other than Building*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Kimley-Horn and Associates, Inc.

- 14. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Qualifications #22-04-PC for the FAU Research Park Blvd. (SW 11th Way) Improvements Project to the top ranked, responsive and responsible proposer Kimley-Horn and Associates, Inc.; authorizing the City Manager to negotiate an agreement with Kimley-Horn and Associates, Inc.; and providing for an effective date. (*Funds from Account #108-5050-541-60-31 - Improvements Other than Building*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Kimley-Horn and Associates, Inc.

DEPARTMENTAL BUSINESS

- 15. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Proposals #21-35-PC for the Aquatics Facility Renovations - Deerfield Beach Middle School; authorizing execution of an agreement with the top ranked, responsive and responsible contractor, Recreational Design and Construction, Inc., for the renovations in an amount not to exceed \$1,621,400.00; providing for implementation and an effective date. (*Funds from American Rescue Plan - \$898,073*)**

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: Recreational Design and Construction, Inc.

- 16. ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 22 "CEMETERIES" OF THE CITY CODE OF ORDINANCES TO REVISE AND UPDATE THE CEMETERY PROVISIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and set public hearing for February 1,

2022

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

Sponsor: Department of Parks & Recreation

Attachment: Cemeteries

- 17. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the amended schedule of fees and charges for Pineview Cemetery and Deerfield Beach Memorial Cemetery; providing for conflicts, 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 Parks & Recreation

Attachment: Cemetery Fees

COMMENTS BY ADMINISTRATION & LEGAL

COMMENTS BY MAYOR & CITY COMMISSION
--

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, February 1, 2022

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, December 7, 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
Commissioner Bernie Parness - via Zoom
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

Mayor Ganz expressed condolences for the passing of Don Bradley, who worked at the City's water plant for 30 years. He asked that his family be in everyone's prayers. Additionally, he recognized today as Pearl Harbor Day. Thereafter was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - November 16, 2021

Special City Commission Meeting Minutes - November 9, 2021

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, 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

Police Pension Board Meeting Minutes - June 25 & September 22, 2021

Non-Uniformed Pension Board Meeting Minutes - May 3, 2021

Hillsboro Inlet District Meeting Minutes - October 18, 2021

ACKNOWLEDGEMENT OF CITY BOARD MINUTES - CONTINUED

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

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

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

December 7, 2021

MOTION was made by Commissioner Hudak, 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 Appreciation presented to Mr. Wayne Barton for donating lunch at the Deerfield Beach Buck Pride Community Day Clean-up Event.

Mayor Ganz read and presented a certificate to Mr. Barton for purchasing and preparing lunches for all the volunteers who participated in the community clean-up on Saturday, November 13th from 9 a.m. - noon. He thanked him for his time and dedication in giving back to the community.

Mr. Barton said the event was more than just a clean-up, but was created to bring unity in the community for those who would not normally come together. Also, he commented on BSO deputies being part of the experience; whereby, the children were able to engage with them. Mr. Barton said he hopes the event will continue in an effort to build unity as youth from varying ethnicities participated.

2. Certificate of Recognition presented to Michael Gilbert for 15 years of service to the City of Deerfield Beach and its residents.

Mayor Ganz presented a certificate to Mr. Gilbert for his service to the City. Mr. Gilbert is commended for his strong work ethic, positive attitude, and kindness. He always has an encouraging word for his co-workers and readily passed along his knowledge which earned him the nickname of the "babysitter" by his co-workers as he was the trainer for all newly hired maintenance workers. Mayor Ganz thanked Mr. Gilbert for his years of service.

Mr. Gilbert commented on his time with the City and said he hopes that the knowledge he passed on will fill the void.

QUASI-JUDICIAL PUBLIC HEARING

3. P.H. 2022-020: Applicant: Application No. 90-I-51 Rev.10 (GEN 3, LLC) Gen 3, LLC, represented by Jaime Mayo of HNM Architecture

Proposal: Major site plan modification seeking approval to demolish an existing industrial building and construct a new 29,480 square foot warehouse and storage facility.

Location: The property is generally described as MANCHESTER PLAT 124-24 B A POR PAR C DESC AS COMM AT NW COR PAR C; E 0.79, ELY & SELY 63.62 TO POB ELY, SELY 170.50; SELY 87.32 TO P/R/C; SELY 48.18; SELY 203.92; SE 34.79; S 137.85; CONT SLY

QUASI-JUDICIAL PUBLIC HEARING - CONTINUED

153.01; WLY 227.58; CONT W 300, N 365.60 TO POB & BEG NW COR PAR C, W 5.60, S 365.80, E 70, N 365.50, W 63.62, W 0.79 TO POB, more particularly described in the file, and is located at **1371 SW 30th Avenue**.

Anthony Soroka, City Attorney, outlined Item 3 and explained the quasi-judicial process.

Jaime Mayo, HNM Architecture, 3705 N. Federal Highway, Delray Beach, waived the quasi-judicial process. Thereafter, he provided a brief overview of the application; whereas, the project was presented to the Commission about 5 years ago for the first building on the site. The proposed application will demolish an old industrial building and construct a building, approximately 30,000 square feet which is compatible to the adjacent building.

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

Commissioner Drosky asked about the deed restriction, indemnification agreement and why the deed cannot be released.

Eric Power, Director of Planning & Development Services, replied that attempts have been made to locate the previous owner, but to no avail. The indemnification agreement would hold the City harmless if anything were to happen.

Mr. Mayo said the deed goes back 20 to 30 years under 2 different companies. After utilizing several attorneys to find the company, adding the indemnification letter was the best alternative. Furthermore, Mr. Mayo said the owner is a large printing company and has several buildings in the City, but the proposed facility will be used for storage with minor office areas.

Mr. Power advised that the original item was from 1990. Also, it was confirmed that the original company has dissolved through the City Attorney's Office and applicant's attorney.

There was a brief discussion regarding the use of solar panels which has proven cost prohibitive due to use and square footage.

MOTION was made by Commissioner Hudak, seconded by Commissioner Drosky, to approve Item 3, adopted Resolution 2021/173. Roll Call:

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

Nays: 0

PUBLIC HEARINGS

- 4. P.N. 2022-013: Resolution 2021/174 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the program year 2020/2021 Consolidated Annual Performance and Evaluation Report ("CAPER") for Housing and Community Development Programs; authorizing submission of the CAPER to HUD; providing for implementation and an effective date.**

The Resolution was read by title only.

Jonathan Salas, Assistant Director of Community Services, provided a brief overview of the CAPER, which is a summary of items included in the City's CDBG Annual Action Plan. The CAPER highlights how the funds were utilized in fiscal year 2020/2021. Due to the pandemic, some services were altered, i.e. transportation, child care, and senior services; whereby, numbers slightly decreased. He advised that housing purchase assistance and rehab program remained consistent. Upon approval by the Commission,

PUBLIC HEARINGS - CONTINUED

the CAPER will be submitted to HUD as required.

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

There was no discussion amongst the Commission.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Parness, to approve Item 4, adopted Resolution 2021/174. Roll Call:

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

Nays: 0

5. P.H. 2022-017 Resolution 2021/175 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Deerfield Beach Affordable Housing Advisory Committee Incentive Report for fiscal year 2021-2022; authorizing submission of the Incentive Report to the Florida Housing Finance Corporation; providing for implementation and an effective date.

The Resolution was read by title only.

Jonathan Salas, Assistant Director of Community Services, said since the City is a recipient of State Housing Initiative Partnership (SHIP) funding, an advisory committee was established and includes an elected official as required by Statute. Furthermore, an annual report is now required, whereas, it was triennial previously. Mr. Salas said the committee came up with 3 recommendations; (A) the processing of approvals of development orders or permits, as defined in s. 163.3164(7) and (8), for affordable housing projects is expedited to a greater degree than other projects. This incentive allows for any affordable housing project to receive approval at a faster pace than any other project. Next, (I) the establishment of a process by which a local government considers, before adoption, of policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.

Continuing, Mr. Salas said the City already adopted incentives (A) and (I) in previous AHAC; thus, it is recommended to adopt an additional incentive, (J) the preparation of a printed inventory of locally owned public lands suitable for affordable housing. He asked that the Commission approve the incentive report, which is due to the State of Florida by December 30th. Thereafter, he advised that anyone interested in the report would have to request it.

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

MOTION was made by Vice Mayor Preston, seconded by Commissioner Parness, to approve Item 5, adopted Resolution 2021/175. Voice Vote:

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

Nays: 0

PUBLIC HEARINGS - SECOND READING

6. P.H. 2022-021: ORDINANCE 2021/025 - 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.

PUBLIC HEARINGS - SECOND READING - CONTINUED

The Ordinance was read by title only.

David Santucci, City Manager, advised that every year when the capital improvement program is completed, the capital improvement element (CIE), within the City's comprehensive plan must be updated. This item changes the CIE of the comprehensive plan to match the City's current capital improvement plan.

Mayor Ganz opened the public hearing.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked if the amount shown for the Tigner Center is updated with the additional funds for the space in the community room.

Mr. Santucci replied no, because it reflects the capital improvement plan which was approved with the budget. He said it would be updated next year with the correct amount.

Mayor Ganz closed the public hearing.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to approve Item 6, adopted Ordinance 2021/025. Roll Call:

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

Nays: 0

PUBLIC COMMENT

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, thanked the elected officials who were in attendance at the Broward County Commission meeting for addressing Mount Trashmore.

Chauncey Chapman, 191 NW 47th Avenue, Deerfield Beach, commented on the steps he has taken when seeing people panhandling in the medians. Also, he said there was a medical bed and breakfast that opened in his community and with the City's help, and the management company, the facility was shut down in 7 days. Mr. Chapman continued to speak about various safety concerns and how the City must continue to act and hold people accountable. Furthermore, the police department must be empowered as they risk their lives daily. Thereafter, he listed measures that should be taken in addressing public safety; i.e. reduce response time, increase patrols and others.

David Mirantz, Economic Development Council, 10 Fairway Drive, Deerfield Beach, commented on various events that have recently occurred throughout the City that have added value. Mr. Mirantz commented on the vote at the County Commission regarding Deerfield Beach districts and the need for collaboration as there was little time to address this issue. Lastly, he said the Pompano Beach Economic Development Council would like to meet with Mayor Ganz and City Manager Santucci on January 22nd to reveal the results of their study which allows them to show the City the benefit of working together.

Commissioner Drosky addressed comments by the residents. Patrol has increased on the streets as certain roads have become speedways after COVID when there were not many people on the road; more than 16,000 traffic citations have been given out this year. He continued outlining various changes for public safety, i.e. LED lights, and amplified speakers regulated by permit as they distracted drivers.

Mayor Ganz thanked the elected officials for speaking out today against the expansion of Mount Trashmore. Mayor Ganz commented on other initiatives by Waste Management, destroy the waste to energy plant and expand the landfill to the north. He urged residents to monitor this because although the County Commission did not support closure, it will go to the County's Planning Council. Additionally, the item was advanced because the County Attorney said it was in the County's best interest, otherwise, Waste Management could sue. Mayor Ganz objected to working with Waste Management if there is fear of litigation when doing what is best for the residents. Continuing, Mayor Ganz said the results of the County's redistricting has led to the loss of Lamar Fisher; so, there will only be one county commissioner in Deerfield

PUBLIC COMMENT - CONTINUED

Beach. Mayor Ganz applauded various actions throughout the City.

Adam Hofstein, BSO Police Chief, outlined traffic initiatives and said 16,000 citations have been issued this year and 24/7 traffic coverage is enforced.

Commissioner Parness said as a member of the Broward County Planning Council, he will do his best to represent the City well.

CONSENT - BOARD APPOINTMENTS**7. Resolution 2021/176 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, confirming Najaim Musto as a member of the Non-Uniformed Employees Retirement Plan Committee; 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 7, adopted Resolution 2021/176. Voice Vote:

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

Nays: 0

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

After a brief discussion, items 11 and 12 were pulled for discussion.

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Items 8 - 10 & 13 - 15 in concert. Roll Call:

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

Nays: 0

8. Resolution 2021/177 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting the Investment Policy and Internal Controls Certification from the City's Chief Financial Officer for the Fiscal Year ending September 30, 2021; providing for an effective date.**9. Resolution 2021/178 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Older Americans Act ("OAA") Contract #JA122-06-2022 with the Areawide Council on Aging of Broward County, Inc. for Center for Active Aging Services in an amount not to exceed \$190,476.71; authorizing execution of the OAA Contract; providing for implementation and an effective date.****10. Resolution 2021/179 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Proposals #22-06-JW for citywide electrical services; authorizing execution of agreements with the three ranked responsive and responsible firms, C.W. Fischer Electric, Inc., Gerhold Electric,**

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

Inc., and Miller Electric Company, for electrical services on an as needed basis for two-year terms with three additional one-year renewal terms; providing for implementation and an effective date. (*Funds from Account #001-5060-519-31-03 - Electrical Services & Account #108-5050-541-33-06 - Street Lighting*)

11. Resolution 2021/180 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Special Event Permit Application submitted by Christian Love Fellowship Church for the monthly CLF Church Flea Market Event located at 297 SW 10th Street, every first Saturday of the month from 8 am to 2 pm; providing for an effective date.

The Resolution was read by title only.

Commissioner Parness asked if the Commission has a right to revoke the permit if traffic and noise violate the code.

Anthony Soroka, City Attorney, replied that the Commission does have that right when it comes to public health, safety and concern. Additionally, since a waiver is being requested for frequency and is beyond the 4 per year per Code, the Commission can bring it back for discussion. The applicant has requested 12 per year, on the first Saturday of the month.

Commissioner Drosky said he has spoken with Pastor Tony and was assured that if there are any issues, he would come back to the City to find a resolution; therefore, Commissioner Drosky spoke in support.

Mayor Ganz asked if the waiver pertained to permit fees.

Terry Rynard, Director of Parks & Recreation, said the applicant paid the special event application fee, in October, so no there is not a new application fee.

Due to oversight, a motion and vote was performed; thereafter, Mayor Ganz opened the public hearing. There were none to speak and the public hearing was closed.

The motion and vote were repeated.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston, to approve Item 11, adopted Resolution 2021/180. Roll Call:

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

Nays: 0

12. Resolution 2021/181 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Special Event Permit Application submitted by I Am Kingdom Ministries International for the Joy Fest 2021 Event at 432 SW 10th Court, on Saturday December 18, 2021 from 2:00 pm to 8:00 pm; approving a waiver of fees; providing for an effective date.

The Resolution was read by title only.

David Santucci, City Manager, outlined Item 12; whereas, the event could draw between 200 to 1,000 people. The request for city resources includes a waiver of the special event permit, Showmobile rental and associated Showmobile labor costs, approximately \$1,200. The applicant has also requested a waiver of fees for the Broward Sheriff's Office (BSO), which is required due to activities expected to occur at the event, i.e. food trucks and crowd control. Mr. Santucci said since these fees were not budgeted, staff

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

recommends denial of fee waivers. Lastly, he asked that if approved, that it be contingent upon the applicant working through issues with staff and BSO.

Commissioner Parness spoke in opposition to the application because of the fee waivers and lack of process not being adhered; whereas, he would have appreciated it being budgeted.

Vice Mayor Preston spoke in support of the application and explained how the applicant has brought forth programs that lift the City. Furthermore, he commented on errors in the paperwork that the applicant tried to fix; thereafter, Vice Mayor Preston continued to express his support and how the event is focused on community outreach for the youth. Moreover, the applicant will need to work with BSO regarding fee waivers as the City cannot. Lastly, Vice Mayor Preston said the City Commission has to review applications individually and the event will be positive for the community.

Commissioner Hudak expressed concern with waiving all fees for a private event.

Mayor Ganz opened the public hearing.

William Lane, 11 Tilford A, Deerfield Beach, asked about the fees.

Mayor Ganz replied that the fees are \$1,210 for labor, \$250 - Showmobile, and \$50 - permit fee; BSO has their own fees.

Vice Mayor Preston asked if the Commission would consider waiving only the fees for the Showmobile.

Chris Marino, 1525 SE 14th Court, Deerfield Beach, spoke in opposition to the City absorbing any fees and that proper procedure should be followed, as indicated by Commissioner Parness.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, asked about the event being broadcast and will other organizations receive leniency for fee waivers in the future.

Mayor Ganz closed the public hearing.

Vice Mayor Preston said the applicant has not been extended any leniency.

Mayor Ganz clarified Ms. Freitag's comment; whereas, she wanted to know if other agencies would receive the same treatment, if granted. Mayor Ganz said the applicant did not break procedure and adhered to the rules; however, the amount being requested is a little more than what others have previously requested. Notwithstanding, Mayor Ganz outlined some concerns with the number of attendees, the location being in the park and church parking lot.

Vice Mayor Preston advised that it is a vacant lot, not the park.

Theresa Rynard, Director of Parks & Recreation, said when the application was originally received, the location was only the church, but was revised yesterday to include the vacant lot across the street which is a different owner. The secondary owner was asked to sign the application.

Mayor Ganz said he does not have a problem waiving the Showmobile and permit fee at a total of \$300, which has been done in the past. He reiterated his concerns about the event's size and location, and no representation from the church.

Mr. Santucci advised that if the applicant complies with staff and public safety requirements, the event could proceed at an administrative level.

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to deny the waiver of fees. Roll Call:

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

Yeas: 2 - Commissioner Hudak and Commissioner Parness

Nays: 3 - Commissioner Drosky, Vice Mayor Preston and Mayor Ganz

Commissioner Drosky said he would accept a fee waiver totaling \$300, Showmobile and permit fee; in addition, the applicant would continue to work with staff

MOTION was made by Vice Mayor Preston, seconded by Commissioner Drosky, to waive the Showmobile and permit fees, totaling \$300. Roll Call:

Yeas: 3 - Commissioner Drosky, Vice Mayor Preston and Mayor Ganz

Nays: 2 - Commissioner Hudak and Commissioner Parness

13. Resolution 2021/182 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the City of Deerfield Beach Department of Parks and Recreation Title VI Plan; providing for conflicts, implementation and an effective date.

14. Resolution 2021/183 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Broward County for the City's provision of agency coordinated transportation services for a three-year term in an amount not to exceed \$598,280; authorizing the City Manager to execute the Agreement; providing for implementation and an effective date. (*Funds from Account #001-0000-337-60-98 - General Fund/Paratransit*)

ADDENDUM

15. Resolution 2021/167 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing submission of a Safe Routes to School Grant Application to the Florida Department of Transportation ("FDOT") to fund sidewalk improvements along the routes to Deerfield Beach Elementary School; providing for implementation and an effective date.

DEPARTMENTAL BUSINESS

16. Resolution 2021/184 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Community Development Block Grant Citizen Participation Plan; providing for implementation and an effective date.

The Resolution was read by title only.

David Santucci, City Manager, advised that item 16 accompanies the CAPER, item 4; further, it approves the participation plan discussed during the process.

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

There was no discussion amongst the Commission.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Parness, to approve Item 16, adopted Resolution 2021/184. Roll Call:

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

Nays: 0

DEPARTMENTAL BUSINESS - CONTINUED

17. Resolution 2021/185 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Formal Distributor Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation; approving the Settlement Agreement with Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc., implementing the Unified Plan related to the opioid litigation; authorizing the City Manager to execute the agreements; providing for implementation and an effective date.

The Resolution was read by title only.

Anthony Soroka, City Attorney, advised that the City is a participating litigant in the opioid litigation which involved various states, counties and cities throughout the Country. Previously, the Commission approved the Florida Plan MOU which was supported by the Florida Attorney General's Office to participate in a proposed structure for these settlements. This is the next step, which consists of a settlement discussion with one of the opioid manufacturers and 3 opioid distributors and to receive monies from the settlement, the agreement has to be approved and executed by the end of the year.

In response to Mayor Ganz's question, Mr. Soroka replied that there are monetary estimates but it depends on what the State receives; nevertheless, the City could receive between \$21,000 to \$40,000.

Mayor Ganz opened the public hearing.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked if the funds must be used for a specific purpose.

Mayor Ganz closed the public hearing.

Mr. Soroka replied that there are a number of approved uses within the exhibit and settlement agreement which are primarily related to opioid treatment, opioid education, training, and other options. The money could also be contributed to organizations like Broward Sheriff's Office, schools, and non-profit organizations that provide opioid treatment/training and mitigation services, either new or existing programs. In response to Mayor Ganz's question, Mr. Soroka replied that he believes it can be used for Narcan purchases.

There was no further discussion amongst the Commission.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to approve Item 17, adopted Resolution 2021/185. Roll Call:

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

Nays: 0

18. ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS," ARTICLE III "ZONING DISTRICT 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. (Tabled from October 19, 2021)

The Ordinance was read by title only.

DEPARTMENTAL BUSINESS - CONTINUED

Anthony Soroka, City Attorney, advised that some of the beach lots within the City are privately owned. There have been requests over the years to allow these owners to have their own amenities and service adjacent properties. The City currently utilizes a vendor who provides these services on the public portion of the beach; whereby, the private owners have requested a similar solution. He explained that this ordinance would create a new accessory use in the open space zoning district, the beach. The accessory use means it could not be a primary use and there must be open beach still and exclusively servicing the condominium or affiliated hotel within 100 feet of the parcel where the equipment is to be located. The ordinance does not allow the private owners to sell to the general public.

Continuing, Mr. Soroka said there are a number of conditions; permit application, site plan to outline where chairs would be set up; overnight storage solutions; equipment must be owned or leased by the affiliated owner within 100 feet; no structures that would impede the public's view shall be permitted; the equipment cannot unduly impede government business, imperil public safety or materially interfere with public access to use of the public beach; and indemnify, defend and hold the City harmless for any damage or injury use resulting from those beach chairs or umbrellas being set up in the designated location and have insurance.

Commissioner Hudak asked who would be responsible for cleaning the area and how will they be held accountable.

David Santucci, City Manager, replied that the City rakes that portion of the beach and is preferred as it is more beneficial to all. Furthermore, trash and debris would be the parcel owner's responsibility.

In response to Commissioner Hudak's question, Mr. Soroka replied that the beach lots are privately owned, so they have rights. He said sitting on the beach is a little different than having an area to traverse to the public beach. Although the property owner must tell people when they cannot be in the area, the ordinance does not change the current situation. The only difference would be patrons seeing beach chairs and umbrellas on the property which were not there before. Lastly, he said the site plan would have to be submitted and cannot block the public's access to the public beach portion.

Commissioner Drosky said this item is for one business. He said the beach should not be privately owned but in the public domain. He objected to the proposed ordinance because the City should be promoting public policy of putting beach lots into the public domain. Thereafter, he commented on the business and what a great community partner they have been; however, the best interests of the residents must be considered. While the hotel wants to compete with others in the area, it is an admirable business decision and if opened to one private lot owner, it will benefit the others. This is the opposite direction of what the City has been trying to accomplish. Lastly, he said the logical solution would be for the private beach lot owner to sell the lot to the City and the City enter into a long-term license agreement for the use of the property.

In response to Mayor Ganz's question, Commissioner Drosky replied that it was relayed to him that the owner was not interested in his suggestion.

Commissioner Parness disagreed with trying to purchase the property as the private owner does not prohibit city guests from accessing the beach. Furthermore, the City does not have unlimited resources to purchase all the private beach lots. Lastly, Commissioner Parness said the owner is trying to compete against other businesses and provide an amenity to its guests; and therefore, supports the proposed ordinance.

Commissioner Hudak commented on the rights of the property owner and asked that Mr. Soroka explain the City's options.

Mr. Soroka advised that the City currently has an ordinance regarding the customary use of beaches which this would be subject to and the public would have access to traverse to the public beach. There are various permitted and accessory uses within the open space district that are permissible. He then explained that building is not necessarily possible, if setback requirements are not met or have trouble permitting as permits with other entities are required, not just the City.

DEPARTMENTAL BUSINESS - CONTINUED

Vice Mayor Preston spoke in support of the proposed ordinance as the hotel has had a great working relationship with the City and would like to give it a chance. He said he is assured that if any problems arise, residents would update the Commission and then solutions can be addressed.

Mayor Ganz opened the public hearing.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, commented on the amount of money the Wyndham makes during events on the beach. She said the space south of the pier will impact families when visiting on the weekend. She asked how the public will know what is public and private. She also commented on vendors paying the taxes based on the value of the beach lot when offering such amenities on the beach as other private owners will want to do the same thing.

Mayor Ganz closed the public hearing. Thereafter, he said business relationships should be taken out of the equation as it does not matter what type relationship the property owner has with the City. Mayor Ganz outlined various situations that have arisen which the City has addressed. He then asked about a private owner fencing off their beach.

Mr. Soroka replied that customary use may prevent someone from fencing off their beach. Although it can be done, the City's position is that it is illegal.

Mayor Ganz continued commenting on various cases and clarified that the proposed ordinance requires that the amenities be 100 feet from adjacent properties.

Mr. Soroka replied yes.

In response to Mayor Ganz's question, Mr. Santucci replied that there are 3 properties that this ordinance would affect; Venetian Villas, Wyndham, and Ocean Club.

Discussion ensued regarding how the ordinance may be impacted publicly and privately.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston, to approve Item 18 on first reading. Roll Call:

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

Nays: 1 - Commissioner Drosky

19. ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 34 "ENVIRONMENT," ARTICLE IV "OUTDOOR LIGHTING RESTRICTIONS," SECTION 34-60 "BEACH AREA OUTDOOR LIGHTING RESTRICTIONS" AND CHAPTER 46 "OFFENSES" SECTION 46-31 "OPEN BURNING" OF THE CITY CODE OF ORDINANCES TO INCORPORATE THE STATE OF FLORIDA MODEL SEA TURTLE LIGHTING REQUIREMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

Eric Power, Director of Planning & Development Services, provided a PowerPoint presentation of the proposed changes to the City's Code. Last December, the State of Florida implemented a model ordinance regarding lighting restrictions for sea turtles. Being a coastal community, the City already has a section regarding lighting along the beach, but amended the ordinance with certain requirements from the State's model ordinance. The new changes include new definitions for fire pits and existing development is not required to meet Code sections, but are encouraged. He explained the new lighting requirements that encourage sea turtles to go toward the water and not to land. Some of the requirements are as follows: downward directional fixtures, approval by Florida Fish and Wildlife Conservation, and regulations for emergency lighting during construction or other during beach season.

DEPARTMENTAL BUSINESS - CONTINUED

Mr. Power responded to questions posed by Mayor Ganz and Commissioner Hudak.

Mayor Ganz opened the public hearing.

Chauncey Chapman, 191 NW 47th Avenue, Deerfield Beach, commented on the importance of keeping the ocean clean and free of sewage.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked what does the City need to do for compliance.

Mayor Ganz replied that the proposed ordinance is a change to make sure any structurally built fire pits have the same consideration for lighting and any new development lighting. The City is currently in compliance but is looking to strengthen current requirements. There being no others to speak, Mayor Ganz closed the public hearing.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to approve Item 19 on first reading. Voice Vote:

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

Nays: 0

20. ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS," ARTICLE IV "SUPPLEMENTARY REGULATIONS," SECTION 98-3 "DEFINITIONS" OF THE CITY'S LAND DEVELOPMENT CODE TO ADD DEFINITIONS RELATED TO DOCKING AND MOORING FACILITIES; AMENDING SECTION 98-87 "DOCKING AND MOORING FACILITIES" TO AMEND THE CITY'S DOCKING AND MOORING FACILITIES REGULATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

Eric Power, Director of Planning & Development Services, provided a brief PowerPoint presentation regarding Item 20. A couple of years ago, Broward County made required changes to seawall height and regulations; whereby, all municipalities were required to adopt some of the language. The City has reevaluated the current docking and mooring code with some changes. Nothing regarding regulations has changed for those with a dock, seawall, or boat ramp. He explained that anyone off the Intracoastal are tidally influenced and others are not.

Continuing, Mr. Power displayed the language adopted by Broward County which establishes minimum elevations for tidal flood barriers within tidally influenced areas and the minimum elevation of 5 feet by 2050. Thereafter, he displayed the dock and boat lift setbacks which will help the residents meet the requirements (Exhibits A & B). Exhibit C provides graphical information for property owners when the property is not parallel to the water; now the City has a graphical way to represent the situation, instead of requiring a variance. Exhibit D shows the option for those without a sea wall on a canal dead end. Exhibit E shows vegetated unaltered shorelines, mangrove fringe, where no dock exists. Exhibit F is an example of a nontidal water body on a lake. He said staff has been showing the charts for over a month now with positive feedback.

Mayor Ganz said this ordinance has not been presented to the Marine Advisory Board as of yet. Thereafter, the public hearing was opened; however, there were none to speak and the public hearing was closed.

There was no discussion amongst the Commission.

DEPARTMENTAL BUSINESS - CONTINUED

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to approve Item 20 on first reading. Voice Vote:

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

Nays: 0

COMMENTS BY ADMINISTRATION & LEGAL

CITY ATTORNEY - No Report.

CITY MANAGER

Broward County Items - David Santucci, City Manager, thanked the Commission for their support on the two items considered by the County today.

FDOT 10th Street Project - Mr. Santucci said he expects movement on this project soon; whereas, FDOT and Broward County may present various agreements to the City over the next few months. He and Commissioner Drosky will be meeting with FDOT tomorrow for additional details.

Weekly Report - Mr. Santucci said in this week's report, there will be a legislative update on current legislation in Tallahassee. There is a profound effort to degrade home rule, i.e. allowing for residencies to act as residential kitchens for commercial food processing.

Director of Public Safety - Mr. Santucci said he has recruited for the position and announced Rodney Brimlow as the new director.

CITY COMMISSION BUSINESS

21. Resolution 2021/186 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the City's 2022 State Legislative Agenda; providing for transmittal, implementation, and an effective date.

The Resolution was read by title only.

Commissioner Drosky said the legislative agenda provides notice for what the City supports or does not. He encouraged the Commission to use the agenda when lobbying the Legislature. He thanked staff for their assistance in compiling the document. Thereafter, Commissioner Drosky commented on various projects included in the agenda and potential for funding; whereas, the session starts in January.

Mayor Ganz thanked Commissioner Drosky for his efforts and expounded on the need to fight for Home Rule. Thereafter, he opened the public hearing.

Dave Mirantz, Deerfield Beach Economic Development Council (EDC), 10 Fairway Drive, Deerfield Beach, said the EDC will be working with small businesses through the Chamber on legislative issues during events in Tallahassee. Furthermore, he would like feedback from the City Commission and staff before lobbying in Tallahassee.

Mayor Ganz closed the public hearing

MOTION was made by Commissioner Drosky, seconded by Commissioner Parness, to approve Item 21, adopted Resolution 2021/186. Voice Vote:

CITY COMMISSION BUSINESS - CONTINUED

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

Nays: 0

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

Pearl Harbor Day - Commissioner Hudak thanked Mayor Ganz for acknowledging Pearl Harbor Day, and the World War II veterans, as that day will always be remembered.

Upcoming Events - Commissioner Hudak wished everyone happy holidays; Movies in the Park on Friday, December 10th, "The Grinch" will be playing at the Middle School Aquatics Center; Boat Show on December 10th, from 6 p.m. till 9 p.m. at Sullivan Park. On December 11th, the NE 3rd Avenue B-Tactical Community Build Day, volunteers are welcome to help beautify and improve the street, from Sample Road to 44th Street.

VICE MAYOR PRESTON**DISTRICT 2**

I Am United Kingdom Ministries (Item 12) - Vice Mayor Preston said the event will be held on December 18th and the Commission is welcome to attend, contingent on approval. He thanked staff for working with the applicant throughout the process.

Upcoming Holidays - Vice Mayor Preston wished everyone Happy Holidays and encouraged everyone to continue to work together.

COMMISSIONER PARNES**DISTRICT 3**

City Commission Term Limits - Commissioner Parness said he would like an ordinance changing the current term limits to a third term; the old ordinance is almost 30 years old, but the voters should not be excluded.

COMMISSIONER DROSKY**DISTRICT 4**

City Commission Term Limits - Commissioner Drosky asked if Commissioner Parness is requesting an extension of the current Charter from 2 four-year terms to 3 four-year terms.

Commissioner Parness said he is asking that it be placed on the ballot and allow the voters to decide.

Commissioner Drosky asked if the proposal applies to the existing officeholders; Districts 3 and 4, and the Mayor.

Commissioner Parness replied yes, but it would be 3 years from now. It would not affect the next election, District 1 or 2. He said it would go on the November 2022 ballot for the public to decide.

Commissioner Drosky said he would like to research further.

Thereafter was a brief discussion on terms for various cities and how the terms would work for the Commission.

County Redistricting - Commissioner Drosky said it was a loss for the City with the County redistricting as the coastal link has now been lost and Deerfield Beach was eliminated from the coastal communities for representation. He said the City is now linked more with western communities and now County District 2 Commissioner will change. He expressed concern with lobbying efforts with other coastal communities.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

County Commission Land Use Plan Amendment (LUPA) - Commissioner Drosky thanked Mayor Ganz and Commissioner Hudak for speaking against the LUPA. He said it was important that the City was represented and our voices heard. Commissioner Drosky said it is important to stay on this item as there will come a day when Waste Management seeks to increase the height of the dump which is not fair to neighboring residential communities.

Toy Drive - Commissioner Drosky thanked those for their support of the City's toy drive; the cut off date is December 15th.

Santa on the Sand - Commissioner Drosky said he attended the event on Sunday at the Wyndham which supported families of special needs children in the community. He described the event and how successful it was for all involved. Commissioner Drosky thanked the Wyndham and Broward Sheriff's Office deputies for their involvement.

Saturday Office Hours - Commissioner Drosky said he will not have any appointments on Saturday, January 1st.

Happy Holidays - Commissioner Drosky wished everyone Happy Holidays.

MAYOR BILL GANZ

Updates - Mayor Ganz said he mentioned having a City sponsored bonfire, similar to Lake Worth and asked if there was any progress. Additionally, he asked that contact be made with Clean Waterways LLC, the protein skimmer used to clean canals.

David Santucci, City Manager, replied that he would look into both.

Dixie Highway Renaming - Mayor Ganz said he was approached by Commissioner Sorenson, Fort Lauderdale, regarding renaming Dixie Highway to Harriet Tubman Way. Since Dixie Highway is a state road, he does not believe the City has the authority to make such a change. Nevertheless, he did not agree with the renaming, but wanted to bring it to the Commission to receive resident feedback.

Thank you - Mayor Ganz thanked the City and other organizations bringing events to the City and wished everyone Happy Holidays.

ADJOURNMENT

There being no additional business to discuss, the meeting adjourned at 9:46 p.m.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk

**PLANNING AND ZONING BOARD
CITY OF DEERFIELD BEACH, FLORIDA
November 4, 2021
MEETING MINUTES**

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

ROLL CALL

Present: Thomas Plaut, Chair
Brian Bennett, Vice Chair
Michelle Balaun
David Kurlander, Alternate

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

Absent: Bridget Beckford
Kanthiah Easwara Chandran, Alternate
William Lane

PLEDGE OF ALLEGIANCE

SEATING OF ALTERNATES

Ms. Beckford and Mr. Lane were not present, so Mr. Kurlander sat in their place.

APPROVAL OF MINUTES OF PREVIOUS BOARD MEETING

Motion was made by Vice Chair Bennett and seconded by Ms. Balaun to approve the minutes of September 2, 2021. The motion CARRIED by unanimous vote.

OLD BUSINESS

None.

NEW BUSINESS**P.H. 2022-007: APPLICATION 90-I-51 REV.10 (PROJECT NAME: GEN 3- BLDG C)**

Applicant: **Gen 3, LLC, represented by Jaime Mayo of HNM Architecture**

Proposal: Major site plan modification seeking approval to demolish an existing industrial building and construct a new 29,480 square foot warehouse and storage facility.

Location: The property is generally described as MANCHESTER PLAT 124-24 B A POR PAR C DESC AS COMM AT NW COR PAR C; E 0.79, ELY & SELY 63.62 TO POB ELY, SELY 170.50; SELY 87.32 TO P/R/C; SELY 48.18; SELY 203.92; SE 34.79; S 137.85; CONT SLY 153.01; WLY 227.58; CONT W 300, N 365.60 TO POB & BEG NW COR PAR C, W 5.60, S 365.80, E 70, N 365.50, W 63.62, W 0.79 TO POB, more particularly described in the file, and is located at **1371 SW 30th Avenue**.

SUMMARY BACKGROUND/EXPLANATION

The applicant, Gen 3, LLC, is seeking approval of a major site plan modification to demolish an existing 18,154 square foot industrial building (Building A) and develop a new 29,480 square foot warehouse and storage facility (Building C) in the same location on the subject property. The site plan also demonstrates modifications to parking, landscaping, and a new dumpster enclosure. The new building will expand the existing print and publishing warehouse/distribution operations for the Wilen Group, which is projected to provide 60 additional jobs.

The property is located at 1371 SW 30th Avenue in the I (Industrial) zoning district and is approximately 205,979 square feet (4.73 acres). In 2016, the property received site plan approval (90-I-51 Rev. 9) for construction of a 55,829 square foot industrial building (Building B) located on the east side of the subject property. There are no changes proposed to Building B in the scope of work included in this application.

Upon review of the application, staff found that a private deed restriction was included in the Special Warranty Deed that limits the size and use of building improvements to 9,000 square feet. Since the beneficiary of the deed restriction has since dissolved with no successor, the applicant is unable to provide a release of the restriction. Therefore, an Indemnification Agreement was submitted by the applicant and reviewed by the City Attorney to address the restriction.

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 29, 2021.

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

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

Jaime Mayo, 3705 N. Federal Highway, Delray Beach, representing the applicant, provided a brief PowerPoint presentation. Currently, there are two (2) buildings on the site, whereby, the applicant is requesting to demolish one (1) of them and replace it. Thereafter, the site plan was displayed. He said the parking lot toward the NW corner is being redesigned and the new building will be pushed closer to SW 13th Drive to emphasize the streetscape. The building location is ideal as it will share the truck court with the existing building to the east. The entry feature is an asymmetrical design to match the existing building. Thereafter, various elevations of the building were displayed. He explained that the east elevation is the truck court and north is the entry feature which has street elevation facing SW 13th Drive. The south and north elevations will have windows and the west will back against another property. Thereafter, photographs of the surrounding area and proposed building were displayed. Mr. Mayo said the proposed building will be the same design, colors and features as the existing building. Lastly, he said the applicant has complied with all staff comments, and no outstanding conditions exist.

In response to Chair Plaut's question, Peter Brick, 219 W. Chrystie Circle, Delray Beach, replied that the hours of operation for the proposed building will be 12 hours, 7 a.m. to 7:00 p.m. Further, the east elevation is the only area with loading bay doors.

In response to Chair Plaut's question, Mr. Power replied that no letters were returned.

Chair Plaut opened the public hearing; however, there was none to speak. Thereafter, he spoke in favor of the project.

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

Motion was made by Vice Chair Bennett and seconded by Ms. Balaun to approve P.H. 2022-007: Application 90-I-51 REV 10. The motion CARRIED by unanimous vote.

P.H. 2022-008: PROPOSED LAND DEVELOPMENT CODE AMENDMENT – DOCKS AND SEAWALLS

Applicant: **CITY OF DEERFIELD BEACH**

Proposal: Proposed amendment to Chapter 98 the Deerfield Beach Land Development Code pertaining to docking and mooring facilities and seawalls.

Eric Power, Director of Planning & Development Services, provided a brief PowerPoint presentation. He explained that the proposed changes are for updating purposes only and no changes were made to setbacks or allowances that would make an existing dock nonconforming. Thereafter, new changes were outlined: new definitions, relocated definitions, creation of specific regulations for tidally (intracoastal, Hillsboro canal) and non-tidally (lake, land locked canal) influenced areas, inclusion of dimensional regulations in tabular form, and an addition of new graphs.

Continuing, Mr. Power explained that Broward County adopted an ordinance establishing minimum elevations for seawalls within tidally influenced areas; therefore, every tidally influenced municipality must adopt this language by March 31, 2022 and any new seawalls or

changes to seawalls must comply with this new standard. Thereafter, various docking design criteria graphs were displayed.

In response to Mr. Kurlander's questions, Mr. Power replied that depending on where the shoreline is, a dock may go onto property, so it becomes level. Further, docks don't have to be installed over mangroves, whereas, the perpendicular dock leading out to the parallel dock can either be built on stilts or come at a higher angle.

Thereafter, there was a brief discussion regarding mangroves.

In response to Chair Plaut's questions, Mr. Power replied that there may be docks that are currently nonconforming, but it is not because of this change. Further, he said yellow lighting is for sea turtles and other wildlife.

In response to Chair Plaut's questions, Jenna Lane, City Planner, replied that the red and green colors are being proposed so they will not be confused with navigational lights. Further, she said the bulkhead on a canal fronting property would typically be located at the edge of the seawall.

In response to Chair Plaut's question, Mr. Power replied that this change has been in the works for over a year, as the County previously met with District 1 residents. Further, he explained that Deerfield Beach is 4" higher than most of Broward County, so thankfully the City is not experiencing sea level rise as much as other municipalities.

In response to Mr. Kurlander's question, Mr. Power replied that the definitions come mostly from the State or South Florida Water District and staff does not recreate the definitions; notwithstanding, a retaining wall is the back portion or stop gap, and can exist without a seawall.

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

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

In response to Chair Plaut's question, Mr. Power replied that the proposed changes do not provide details on dock construction, but the County provides different scenarios; nevertheless, dock construction is part of the building permit. Further, he said the County's ordinance has more information and the City's code only has the required language.

Motion was made by Ms. Balaun and seconded by Mr. Kurlander to approve P.H. 2022-008: Proposed Land Development Code Amendment - Docks and Seawalls. The motion CARRIED by unanimous vote.

P.H. 2022-009: PROPOSED LAND DEVELOPMENT CODE AMENDMENT - BEACH AMENITIES

Applicant: **CITY OF DEERFIELD BEACH**

Proposal: Proposed amendment to Section 98-59 "S, Open Space" of the 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.

Staff requested that this item be tabled until December 2nd.

Motion was made by Ms. Balaun and seconded by Vice Chair Bennett to defer P.H. 2022-009: Proposed Land Development Code Amendment - Beach Amenities to December 2nd. The motion CARRIED by unanimous vote.

P.H. 2022-010: APPLICATION 21-CIE-12

Applicant: **CITY OF DEERFIELD BEACH**

Proposal: Annual update to the Capital Improvement Element (CIE) of the City of Deerfield Beach's Comprehensive Plan revising the Five-Year Schedule of Capital Improvements and associated tables in order to update the CIE in accordance with Section 163.3177 Florida Statutes.

Eric Power, Director of Planning & Development Services, explained that the CIE is a requirement of the Comprehensive Plan and the City is required to update the plan annually to reflect the Capital Improvement Plan that is approved with the budget. Earlier this year, the Evaluation & Appraisal Report (EAR) was completed, which is a requirement for every municipality every seven (7) years. He explained that usually only the tables are amended in the CIE to reflect the budget; however, because the EAR was completed this year, some of the text was amended to reflect levels of services.

In response to Mr. Kurlander's questions, Mr. Power replied that the Capital Improvement Plan is a five (5) year plan that is part of the annual budget.

Thereafter, there was a brief discussion regarding the City's budget and various revenue sources.

In response to Chair Plaut's questions, Mr. Power replied that the city hall improvements, Tigner Center redesign, asphalt paving and the Center for Active Aging redesign are bond funded projects that will be completed within 10 years; however, the City Commission is currently reviewing the bond to potentially reallocate monies from city hall improvements to the Tigner Center redesign. Further, he stated that he does not believe infrastructure items that will come before this board.

In response to Mr. Kurlander's question, Mr. Power replied that the renovations to the fire station include more than just paint as there are certain standards required for fire departments.

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

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

Motion was made by Vice Chair Bennett and seconded by Mr. Kurlander to approve P.H. 2022-010: Application 21-CIE-12. The motion CARRIED by unanimous vote.

STAFF REPORT

Zoom - Eric Power, Director of Planning & Development Services, advised that Zoom will no longer be available for these meetings; however, if it is needed in the future, staff will address accordingly.

December Meeting - Mr. Power stated that there will be a meeting in December.

B-Tactical Program - Mr. Power said the final meeting for the B-Tactical Program will occur Saturday, November 6th at 9:30 a.m. at the Highlands Center, where the final plan will be presented. Further, he said there will be a community build on Saturday, December 11th; volunteers are encouraged.

CHAIRMAN'S REPORT

Chair Plaut commented on his wife's recent appointment to the City's Education Advisory Board. He stated that his family has lived in the City for over 30 years and they are happy to give back to the community.

MEMBERS' REPORTS

None.

ADJOURNMENT

Motion was made by Vice Chair Bennett and seconded by Mr. Kurlander to adjourn the meeting at 7:53 p.m. The motion CARRIED by unanimous vote.

Thomas Plaut, Chair
Planning and Zoning Board

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
October 13, 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 Vice Chair Glunt.

Roll call showed:

Present: Terrance Glunt, Vice Chair
Jack Hugentugler
Mark Damiano, Alternate

Absent: Harry Belton, Chair
Patrick Morris

Also Present: Anthony Soroka, City Attorney
Bonnie Jacobson, Senior Planner
Heather Montemayor, Assistant City Clerk
Kasey Litchfield, Records Specialist

APPROVAL OF MINUTES OF PREVIOUS MEETING

Mr. Damiano made a motion, seconded by Mr. Hugentugler to approve the September 29, 2021 meeting minutes as submitted. The motion CARRIED by unanimous vote.

NEW ITEM

**#7009 The Enclave Apartments at Waterways
4359 SW 10th Pl.
Building Paint Change**

Bonnie Jacobson, Senior Planner, displayed images captured via Google maps. Thereafter, she provided a brief overview regarding the building paint change.

The proposed building colors are Snowbound and Dorian Gray, and the railings, door, fascia and awing will be painted Iron One.

Mr. Hugentugler made a motion, seconded by Mr. Damiano to approve Item #7009 as submitted. The motion CARRIED by unanimous vote.

**#7008 Andy's Plaza
2745 W Hillsboro Blvd.
Master Signage Plan**

Bonnie Jacobson, Senior Planner, displayed images captured via Google maps. Thereafter, she provided a brief overview regarding the master signage plan.

Discussion ensued regarding the proposed changes to the signage, to include illuminated channel letters mounted on raceway, single line text with a minimum height letter size of 13 inches and a maximum of 18 inches. The color choices for the lettering are red, blue and green.

Mr. Damiano made a motion, seconded by Mr. Hugentugler to approve Item #7008 as submitted. The motion CARRIED by unanimous vote.

**#7010 Medmen at Deerfield Beach
2009 NE 2nd St.
Minor Site Plan Modification**

Bonnie Jacobson, Senior Planner, displayed images captured via Google maps. Thereafter, she provided a brief overview regarding the minor site plan modification.

Discussion ensued about the color choices: March Wind, Cotton White and Pewter Cast. The applicant advised that the existing metal panel would be extended along the left side of the property to create a uniform appearance. The scoring of the stucco will be applied to the eastside to match the westside and the parking lot will be in the rear of the building.

Mr. Hugentugler made a motion, seconded by Mr. Damiano to approve Item #7010 as submitted. The motion CARRIED by unanimous vote.

REPORTS

Comments by Deerfield Beach City Attorney

Anthony Soroka, City Attorney, advised that he will provide updates on the 2022 Florida Legislative Session at a later meeting. Thereafter, he provided a brief overview of Senate Bill 280.

Comments by Deerfield Beach Planning and Development Services Department

None.

ADJOURNMENT

Vice Chair Glunt adjourned the meeting at 7:25 p.m.

Harry Belton, Chair
Community Appearance Board



Meeting Minutes Community Redevelopment Agency

Tuesday, October 12, 2021

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Chair Bill Ganz at 7:00 p.m., in the City Commission Chambers, 150 NE 2nd Avenue, Deerfield Beach, Florida.

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

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

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 Mr. Hudak, seconded by Mr. Parness, to approve the August 24, 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

October 12, 2021

MOTION was made by Mr. Hudak, seconded by Vice Chair Preston, 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 2021/009 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), adopting the CRA regular meeting schedule for FY 2021/2022; providing for an effective date.**

The Resolution was read by title only.

Kris Mory, Director of Economic Development, advised that upon approval, the schedule will be posted to the City's website.

There was no discussion amongst the Board.

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 1, adopted CRA Resolution 2021/009.
Voice Vote:

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

Nays: 0

- 2. CRA Resolution 2021/010 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), adopting an amendment to the CRA Fiscal Year 2021 Budget to accurately reflect and record the two debt service payment expenditures made by the CRA in fiscal year 2021; providing for implementation and an effective date.**

The Resolution was read by title only.

Kris Mory, Director of Economic Development, explained that city staff and the auditors recommended a change to the debt service payment; whereby, CRA staff had previously transferred the debt service payment from the CRA budget into the City's General Fund. Further, she stated that this recommendation does not change the FY2021 budget.

There was no discussion amongst the Board.

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 2021/010.
Roll Call:

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

Nays: 0

- 3. CRA Resolution 2021/011 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), authorizing the sale of the CRA owned showmobile to the City of Deerfield Beach for \$22,500.00; terminating the existing Interlocal Agreement between the CRA and the City of Deerfield Beach for the operation and management of the showmobile; approving a new Interlocal Agreement with the City of Deerfield Beach 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.**

The Resolution was read by title only.

GENERAL ITEMS - CONTINUED

Mr. Drosky recommended a cost of \$25,000 for the showmobile; whereas, there is a 10% reduction for wear and tear. He explained that the 10% leads to unnecessary scrutiny.

Kris Mory, Director of Economic Development, explained that the CRA purchased the showmobile and mobile stage in 2012 for \$160,000; however, due to the increase in size of the CRA events, it is no longer being utilized. Currently, the CRA and City are in an Interlocal Agreement (ILA) for city use of the showmobile outside of the CRA; therefore, CRA staff is recommending the sale to the City. Ms. Mory said staff was able to find a comparable showmobile that was newer, but because staff was unable to view the showmobile it was decided that the 10% reduction be added. Further, the item also includes an ongoing ILA that will allow the CRA to make an annual payment of \$7,500 to the City for the ongoing management of up to three (3) special events per year, Fourth of July, Ocean Way Holiday, and another.

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

MOTION was made by Mr. Drosky, seconded by Mr. Parness, to approve Item 3 as amended, authorizing the sale of the CRA owned showmobile to the City for \$25,000; adopted CRA Resolution 2021/011. Roll Call:

Prior to roll call, Mr. Hudak spoke in opposition of altering the price of the showmobile, as both parties have agreed to the sale price of \$22,500, which is a fair. Further, he said the CRA has gotten use out of it, and the 10% is warranted because the showmobile does need repairs; therefore, he suggested that it remain at \$22,500.

Vice Chair Preston agreed with Mr. Hudak.

Yeas: 3 - Mr. Drosky, Mr. Parness and Chair Ganz

Nays: 2 - Mr. Hudak and Vice Chair Preston

- 4. CRA Resolution 2021/012 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving and authorizing execution of a job order contract with Shiff Construction & Development, Inc. to construct pier fishing improvements utilizing Sourcewell, Inc. Contract EZIQC #FL-SEA-GC02-041019-SCD in an amount not to exceed \$126,162.91; authorizing a budget transfer within the CRA infrastructure and capital improvements fund from the Sullivan Park Facility Project line item to the fishing pier improvements line item in the amount of \$73,413.00; providing for an effective date. (Funds from Account #190-8000-559-63-04 - Infrastructure and Capital Improvements)**

Resolution was read by title only.

Kris Mory, Director of Economic Development, explained that this item is the contract for construction improvements to the fishing pier. The cost is more than the \$60,000 as originally budgeted for FY22, so it will require a budget transfer. The improvements include, signage, wrapping the garbage cans, fishing brag board and a photo opportunity structure, and IPE trash enclosure, all of which are all marine grade type material. Thereafter, photographs of the improvements were displayed. She explained that all materials will be marine grade type material and the regulatory signs on the railings will be removed and replaced by branded signage that will contain the same information and will be wrapped around the trash cans. Further, she said the sign identifying the world records that have been held, awards achieved by city staff, etc. will be included in this signage package; however, the artistic photographs of fish, to be placed along the railings of the pier, are not part of this contract, but they have been paid for and are currently being installed.

Mr. Parness asked if cutting stations and water can be added to the pier for cleaning fish and cutting bait.

Ms. Mory replied that the CRA can make the improvements outlined in this contract because they are part of the wayfinding, marketing and branding system of the pier; however, regular maintenance and upgrades to the pier must be done by the Department of Parks & Recreation.

GENERAL ITEMS - CONTINUED

Vice Chair Preston advised that there are currently two (2) or three (3) cleaning stations on the pier; nevertheless, he would not object to adding another. Thereafter, he commented on the rod holder no longer being at the pier and suggested adding it back.

Ms. Mory advised that she would notify Parks & Recreation staff about the request for an additional cleaning station and the addition of the rod holder.

Chair Ganz opened the public hearing; however, there was none to speak and the public hearing was closed. Thereafter, he commented on the maintenance of the pier and how it must be monitored regularly.

MOTION was made by Mr. Hudak, seconded by Vice Chair Preston, to approve Item 4, adopted CRA Resolution 2021/012. Roll Call:

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

Nays: 0

5. CRA Board to select one of two remaining short-listed artists for mural installation at an alternate location. (*Funds from Account #190-8000-552-35-95 - Art in Public Places*)

Chair Ganz explained that Guy Harvey has provided the City with a unique opportunity to have a piece of his artwork installed at the Kirk Cottrell Pavilion and an additional art piece was selected by the Board and installed at a different location near the pavilion; therefore, he suggested tabling this item at this time.

Mr. Drosky agreed, whereby, an artist was selected during the call to artists process; therefore, he agreed with tabling the item or issuing another call to artists.

Vice Chair Preston agreed.

Prior to Chair Ganz passing the gavel, the public hearing was open; however, there was none to speak and the public hearing was closed.

MOTION was made by Chair Ganz, seconded by Mr. Parness, to withdraw the mural installation. Voice Vote:

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 Vice Chair Preston, to adjourn the meeting at 7:27 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



City Commission Meeting - January 4, 2022

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, January 4, 2022, 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 January 4, 2022, 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 January 4, 2022 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 January 4, 2022.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/88999062219?pwd=aGdzSU5KazBxWWxkcm50R3hHTW5WZz09>
 - 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: (312) 626-6799, Meeting ID: 889 9906 2219#, Participant ID: #, Passcode: 983703#

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 January 4, 2022, 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. 2021-1079

Agenda Date: 1/4/2022

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2022-022: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS," ARTICLE III "ZONING DISTRICT 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.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Article III "Zoning District Regulations" of the City's Land Development Code ("LDC") sets forth the various zoning districts within the City. Section 98-59, "S, Open Space" of the LDC sets forth regulations for property within the City zoned S, Open Space and includes a list of permitted principal uses and accessory uses on Open Space zoned property. "Beaches" is listed as a permitted principal use within the Open Space District.

Current Activity

The enclosed Ordinance proposes to amend Section 98-59, "S, Open Space" of the LDC to permit an additional accessory use for beach chair and beach umbrella amenity setups ("Equipment") where a property has a Beach principal use, subject to conditions. In order for such accessory use to be permitted, the Equipment must exclusively serve a condominium or hotel located within 100 feet, and the parcel where the Equipment is located must be operated, maintained, and owned or controlled by the same condominium association or hotel, including affiliated entities ("Owner").

Pursuant to the Enclosed Ordinance, the accessory use is subject to and must satisfy the following conditions:

- (i) Owner's submission of a permit application, subject to City approval, that includes a site plan and operational plan describing the number and types of equipment/setups, proposed placement of the equipment, and overnight storage of the equipment in a manner that is consistent with the conditions set forth herein;
- (ii) the Equipment shall be owned or leased by the Owner that is located within 100 feet of the parcel where the Equipment is located;
- (iii) no structures (as defined by the Florida Building Code) shall be permitted;

(iv) the Equipment shall not: (a) unduly impede governmental business, (b) imperil public safety, (c) materially interfere with public access to or use of the public beach, or (d) violate any public policy or local, state or federal law or emergency order;

(v) Owner's compliance with all applicable laws and regulations, including any administrative regulations approved by the City Manager to achieve compliance with the conditions herein, and acknowledgement of the public's customary use and agreement not to materially interfere with such customary use;

(vi) the Owner shall agree to indemnify, defend, and hold harmless the City, its officers and employees from any and all claims, liability, lawsuits, damages and causes of action by parties other than the City (and its employees) that may arise out of the permit or the Equipment located on the subject beach parcel, and

(v) the Owner shall agree to provide for the entire permit period, at its own expense, commercial general liability insurance in the minimum amount of \$1,000,000.00 per occurrence for bodily injury and property damage and naming the City as an additional insured on the policy.

Recommendation

Staff recommends consideration.

ORDINANCE NO. 2022/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 “LAND DEVELOPMENT REGULATIONS,” ARTICLE III “ZONING DISTRICT 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

WHEREAS, the City is granted the authority under Section 2(b), Article VIII of the Florida Constitution to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City Commission hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Deerfield Beach.

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

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

Section 2. Chapter 98 “Land Development Regulations,” Article III “Zoning District Regulations”, Section 98-59 “S, Open Space” of the City Land Development Code is hereby amended to read as follows¹:

Chapter 98 – LAND DEVELOPMENT REGULATIONS

ARTICLE III. – Zoning District Regulations

Sec. 98-59. – S, Open Space

- (a) *Purpose and intent.* The purpose of this district is to delineate those areas identified in the land use element of the comprehensive plan for open space, parks and recreation, or conservation needs. All uses must be consistent with the recreational use of open space and for uses accessory and subordinate to such use.

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

(b) *Permitted uses.* The following uses shall be permitted principal uses in the S district:

- (1) Athletic playing fields;
- (2) Beaches;
- (3) Civic and cultural centers;
- (4) Country clubs;
- (5) Essential services;
- (6) Golf courses;
- (7) Municipal fishing piers;
- (8) Park, active;
- (9) Parks, passive;
- (10) Playgrounds;
- (11) Picnic grounds;
- (12) Swimming pools.

(c) *Conditional uses.* None.

(d) *Accessory uses:* The following uses shall be permitted accessory uses in the S district subject to the restrictions set forth in Chapter 50 of the Code of Ordinances:

- (1) Boat launching facilities accessory to parks;
- (2) Cabana clubs exclusively serving a condominium or hotel located within 500 feet of the condominium or hotel and owned, operated and maintained by the same association or entity;
- (3) Beach chair and beach umbrella amenity setups (“Equipment”) accessory to a beach principal use and exclusively serving a condominium or hotel located within 100 feet of the parcel where the Equipment is located, provided that parcel where the Equipment is located is operated, maintained, and owned or controlled by the same condominium association or hotel, including affiliated entities, (“Owner”). Such accessory use shall be subject to the following conditions:
 - (i) Owner’s submission of a permit application, subject to City approval, that includes a site plan and operational plan describing the number and types of equipment/setups, proposed placement of the equipment, and overnight storage of the equipment in a manner that is consistent with the conditions set forth herein;
 - (ii) the Equipment shall be owned or leased by the Owner that is located within 100 feet of the parcel where the Equipment is located;
 - (iii) no structures (as defined by the Florida Building Code) shall be permitted;
 - (iv) the Equipment shall not: (a) unduly impede governmental business, (b) imperil public safety, (c) materially interfere with public access to or use of the public beach, or (d) violate any public policy or local, state or federal law or emergency order;
 - (v) Owner’s compliance with all applicable laws and regulations, including any administrative regulations approved by the City Manager to achieve compliance

with the conditions herein, and acknowledgement of the public's customary use and agreement not to materially interfere with such customary use;

(vi) the Owner shall agree to indemnify, defend, and hold harmless the City, its officers and employees from any and all claims, liability, lawsuits, damages and causes of action by parties other than the City (and its employees) that may arise out of the permit or the Equipment located on the subject beach parcel, and

(v) the Owner shall agree to provide for the entire permit period, at its own expense, commercial general liability insurance in the minimum amount of \$1,000,000.00 per occurrence for bodily injury and property damage and naming the City as an additional insured on the policy.

~~(34)~~ Golf driving ranges accessory to golf courses;

~~(45)~~ Meeting rooms for members accessory to country clubs;

~~(56)~~ Restaurants (fast food and full-service) accessory to country clubs, golf courses, municipal fishing piers, and public parks;

~~(67)~~ Retail stores for the sale of equipment and clothing accessory to golf courses and sports courts;

~~(78)~~ Retail sales and rental of fishing gear and related items accessory to municipal fishing piers provided said activity is limited to the fishing pier structure or related structures adjoining the pier;

~~(89)~~ Provision of foods, services and goods in public parks for the benefit of the public by any regularly licensed concessionaire acting by and under the authority and regulation of the parks and recreation department in accordance with the provisions of Chapter 50 of the Code of Ordinances;

~~(910)~~ Sports courts as accessory to a park or country club;

~~(1011)~~ Other uses customarily incidental to the principal use.

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

Section 4. The provisions of this Ordinance are declared to be severable, and, if any section, sentence, clause and/or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand despite the invalidity of any part.

Section 5. It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code of the City of Deerfield Beach, and that the sections of this Ordinance may be renumbered to accomplish such intent.

Section 6. That this Ordinance shall take effect immediately upon adoption on second reading.

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

PASSED 2ND READING ON THIS ____ DAY OF _____, 2022.

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, January 4, 2022** 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. 2022-022: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS," ARTICLE III "ZONING DISTRICT 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.

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
Thursday, December 23, 2021



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-1080

Agenda Date: 1/4/2022

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2022-023: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 34 "ENVIRONMENT," ARTICLE IV "OUTDOOR LIGHTING RESTRICTIONS," SECTION 34-60 "BEACH AREA OUTDOOR LIGHTING RESTRICTIONS" AND CHAPTER 46 "OFFENSES" SECTION 46-31 "OPEN BURNING" OF THE CITY CODE OF ORDINANCES TO INCORPORATE THE STATE OF FLORIDA MODEL SEA TURTLE LIGHTING REQUIREMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On December 17, 2020, the State of Florida enacted Rule 62B-55, a Model Sea Turtle Lighting Ordinance. The model ordinance considers new technologies in lighting and additional research regarding the effect of lighting on sea turtle nesting.

The City of Deerfield Beach currently includes outdoor lighting restrictions pertinent to sea turtle nesting in *Section 34-60 Beach area outdoor lighting restrictions* of the Code of Ordinances. These regulations are also referenced in *Section 98-13(8)(h) Requirements for development review-Development plan submittal: Photometric plan*, of the Land Development Code.

The proposed ordinance includes changes to the existing regulations to incorporate updates and comply with the new model regulations enacted by the State of Florida. The proposed ordinance also includes an amendment to *Section 46-31 Open Burning*, regarding fire pits, relative to sea turtle lighting restrictions from the model ordinance. This regulation was included in Section 46-31 because this lighting restriction regulates open burning, as opposed to artificial light and development regulations, which are addressed in Section 34-60 of the City Code.

The proposed ordinance was reviewed by the Planning & Zoning Board due to the references within the Land Development Code to the regulations that are being amended. The Marine Advisory Board is also scheduled to review the draft. This ordinance was initiated jointly by the Planning and Zoning Division and the Department of Sustainable Management.

On September 2, 2021, the Planning and Zoning Board voted to recommend approval of the proposed ordinance.

The Ordinance was referred to the Marine Advisory Board (MAB) for review and comment; however, the MAB was unable to hold a meeting in November and December due to lack of quorum.

ORDINANCE NO. 2022/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 34 “ENVIRONMENT,” ARTICLE IV “OUTDOOR LIGHTING RESTRICTIONS,” SECTION 34-60 “BEACH AREA OUTDOOR LIGHTING RESTRICTIONS” AND CHAPTER 46 “OFFENSES” SECTION 46-31 “OPEN BURNING” OF THE CITY CODE OF ORDINANCES TO INCORPORATE THE STATE OF FLORIDA MODEL SEA TURTLE LIGHTING REQUIREMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, the City recognizes that light pollution is a serious threat to sea turtles and other species inhabiting its beaches; and

WHEREAS, the City recognizes that nesting adult and hatchling sea turtles are negatively affected by light pollution created by artificial light visible from any portion of the beach; and

WHEREAS, the City recognizes that its economy, environment and the quality of life of its residents are enriched by a healthy sea turtle population; and

WHEREAS, the City desires to minimize the detrimental effect on the nesting sea turtle population, and other listed sensitive wildlife, by implementing a system of rules and regulations that reduces the amount of artificial light intentionally or unintentionally visible from the beach; and

WHEREAS, on December 17, 2020, the State of Florida enacted Rule 62B-55, a Model Sea Turtle Lighting Ordinance, which considers new technologies in lighting and additional research regarding the effect of lighting on sea turtle nesting; and

WHEREAS, staff recommends the City Commission adopt this ordinance, amending Section 34-60 “Beach Area Outdoor Lighting Restrictions” and Section 46-31 “Open Burning” of the City Code to adopt the State of Florida model lighting requirements.

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

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

Section 2. Chapter 34 “Environment,” Article IV “Outdoor Lighting Restrictions,” Section 34-60 “Beach Area Outdoor Lighting Restrictions” of the City Code of Ordinances is hereby amended to read as follows¹:

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

Chapter 34 – ENVIRONMENT

Article IV – “Outdoor Lighting Restrictions”

Sec. 34-60. Beach area outdoor lighting restrictions.

- (a) *Definitions.* [The following words, terms and phrases, when used in this article, will have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

Artificial light means any source of light emanating from a man-made device, including but not limited to, incandescent mercury vapor, metal halide, or sodium lamps, flashlights, spotlights, street lights, vehicular lights, construction or security lights.

Beach means that area of unconsolidated material that extends landward from the mean low water line to the place where there is a marked change in material or physiographic form, or to the line of permanent vegetation (usually the effective limit of storm waves).

Certified Wildlife Lighting means lighting fixtures and bulbs reviewed and approved with conditions of use through the Florida Fish and Wildlife Conservation Commission’s Wildlife Lighting Certification Process.

Cumulatively Visible means light from numerous artificial light sources that as a group can be seen by an observer standing anywhere on the beach.

Directly Visible means when glowing elements, lamps, globes, or reflectors of an artificial light source can be seen by an observer standing anywhere on the beach.

Foot-Candle means the English unit for measuring illuminance; the uniform illumination of a surface one foot away from a point source of one candela; one lumen per square foot; equal to 10.76 lux.

Floodlight means reflector type light fixture which is attached directly to a building and which is unshielded.

Full Cutoff means lighting fixture constructed in such a manner that no light emitted by the fixture, either directly from the lamp or a diffusing element or indirectly by reflection or refraction from any part of the luminaire, is projected at or above 90° as determined by photometric test or certified by the fixture manufacturer.

Fully Shielded means a lighting fixture constructed in such a manner that the glowing elements, lamps, globes, or reflectors of the fixture are completely covered by an opaque material

to prevent them from being directly visible from the beach. Any structural part of the light fixture providing this shielding must be permanently affixed.

Indirectly Visible means light reflected from glowing elements, lamps, globes, or reflectors of an artificial light source that can be seen by an observer standing anywhere on the beach without the light source being directly visible.

Low profile luminaire level fixture means a light fixture set on a base which that raises the source of the light no higher than 48 inches off the ground, and is designed in such a way that light is directed downward from a hooded light source.

Long Wavelength means a lamp or light source emitting light wavelengths of 560 nanometers or greater and absent wavelengths below 560 nanometers.

New development shall include new construction and remodeling of existing structures when such remodeling includes alteration of exterior lighting.

Non-egress Lighting means exterior lighting that is not being used to light a distinct route or meet minimum requirements for emergency access to or from a building, including but not limited to decorative lights (e.g. strobe lights, string lights, etc.), balcony lights, landscape lights, and uplights.

Outdoor Area means any portion of a property that could have an artificial light source not attached to a permanent structure, including but not limited to pathway lighting, landscape lighting, pool lighting, etc.

Pole lighting means light fixture set on a base or pole which raises the source of the light higher than 48 inches off the ground.

Sea Turtle means any turtle, including all life stages from egg to adult, of these species: Green (*Cheloniemydas*), Leatherback (*Dermochelys coriacea*), Loggerhead (*Caretta caretta*), Hawksbill(*Eretmochelys imbricata*), and Kemp's ridley (*Lepidochelys kempii*). For the purposes of this Section, the term sea turtle is synonymous with marine turtle.

Sea Turtle Nesting Habitat means all sandy beaches adjoining the waters of the Atlantic Ocean, the Gulf of Mexico, and the Straits of Florida in all coastal counties and all inlet shorelines of those beaches. Nesting habitat includes all sandy beach and unvegetated or sparsely vegetated dunes immediately adjacent to the sandy beach and accessible to nesting female turtles.

Solar screen means screens which that are fixed installations and permanently project shade over the entire glass area of the window. The screens must be installed outside of the glass and must:-

- (1) Have a shading coefficient of .45 or less, and
- (2) Carry a minimum five year warranty, and

- (3) ~~Must have performance claims supported by approved testing procedures and documentation.~~

Tinted or filmed glass means glass modified via tinting, film or other material to reduce the inside to outside light transmittance value. ~~window glass which has been covered with window tint or film such that the material has:-~~

- (1) ~~A shading coefficient of .45 or less, and~~
- (2) ~~A minimum five-year warranty, and~~
- (3) ~~Adhesive as an integral part, and~~
- (4) ~~Performance claims which are supported by approved testing procedures and documentation.~~

Shading coefficient means a coefficient expressing that percentage of the incident radiation which passes through the window as heat.

- (b) *New development.* It is the policy of the City of Deerfield Beach that no artificial light illuminate any area of the incorporated beaches of Deerfield Beach, Florida. To meet this intent, building and electrical plans for construction of single-family or multifamily dwellings, commercial or other structures, including electrical plans associated with parking lots, dune walkovers or other outdoor lighting for real property if lighting associated with such construction or development can be seen from the beach, shall be in compliance with the following:

(1) General Regulations.

- a. Floodlights are prohibited. ~~Wall mounted light fixtures shall be fitted with hoods so that no light illuminates the beach.~~ Non-egress lighting may be affixed to the landward exterior of permanent structures provided that the lighting is fitted with a long-wavelength source and are not directly, indirectly, or cumulatively visible from any portion of the beach.
- b. Lighting at egress points shall be limited to the minimum number of fixtures and foot-candles necessary to meet federal, state, and local safety requirements.
- c. All lighting installed shall be Certified Wildlife Lighting, approved by the Florida Fish and Wildlife Conservation Commission.
- d. All egress and non-egress lighting shall comply with the minimum light levels set forth in applicable federal, state, and local laws to protect public safety.
- e. Temporary security lights at construction sites shall not be mounted more than 15 feet above the ground. Illumination from the lights shall not spread beyond the boundary of the property being developed, and in no case shall those lights illuminate the beach.

(2) Exterior and Interior Lighting Affixed to New Structures.

- a. All lighting affixed to the exterior of new permanent structures shall be long wave length, downward directed, full cut-off, fully shielded, and mounted as close to the ground or finished floor surface as possible to achieve the required foot-candles.
 - b. Locations including but not limited to stairwells, elevators, parking garages, or courtyards shall not produce light that is directly, indirectly, or cumulatively visible from any portion of the beach. Solar screens, shades or curtains shall be used to block visibility of interior lights from the beach. Solar screens shall be used on open or enclosed staircases on the seaward or shore-perpendicular side of a building or parking garage to limit visibility of lights from the sea turtle nesting habitat.
 - c. All glass windows, walls, railings, and doors on the seaward and shore-perpendicular sides of any new construction shall use tinted glass or solar screens, which must be installed outside the glass, and must have:
 - 1. A shading coefficient of .45 or less, and
 - 2. A minimum five-year warranty, and
 - 3. Adhesive as an integral part, and
 - 4. Performance claims that are supported by approved testing procedures and documentation.
 - d. Emergency lights are not subject to the above standards if on a separate circuit and activated only during power outages or other situations in which emergency lighting is necessary for public safety and required by law.
- (3) Lighting of Outdoor Areas:
- a. Lighting of parking and roadways shall consist of either:
 - 1. Ground-level downward-directed fixtures, equipped with interior dark-colored, non-reflective baffles or louvers, mounted either with a wall mount, on walls or piles, facing away from the beach, or
 - 2. Bollard-type fixtures, which do not extend more than 48 inches above the adjacent floor or deck, measured from the bottom of fixture, equipped with downward-directed louvers that completely hide the light source, and externally shielded on the side facing the beach, or

3. Pole-mounted lights, which shall be downward directed on on-reflective surfaces, mounted at the minimum light level requirement to comply with Section 34-60(b)(1)d.
 - b. Lighting of paths, walks, and routes of building access shall use low level fixtures such as step, paver, path, recessed wall, or bollard lights. Bollard lights are not to exceed 48 inches in height and other low-level fixtures are to meet the height requirements of FWC's Wildlife Lighting Guidelines. Fixtures shall be downward directed and utilize long wavelength lamps and beachside shields.
 - c. Ponds and fountains on the seaward and shore-perpendicular sides of any structures shall not produce light that is directly, indirectly, or cumulatively visible from any portion of the beach.
 - d. Underwater lighting of pools or spas shall be mounted horizontally in the wall.
- (2) ~~Pole lighting shall be shielded in such a way that light will be contained within an area of three to 73 degrees on the seaward side of the pole. Outdoor lighting shall be held to the minimum necessary for security and convenience.~~
- (3) ~~Low profile luminaires shall be used in parking lots and such lighting shall be positioned so that no light illuminates the beach.~~
- (4) ~~Dune crosswalks, if lighted, shall utilize low profile shielded luminaires.~~
- (5) ~~Lights on balconies shall be fitted with hoods so that lights will not illuminate the beach.~~
- (6) ~~Tinted or filmed glass shall be used in windows facing the ocean above the first floor or multistory structures. Shade screens can be substituted for this requirement.~~
- (7) ~~Temporary security lights at construction sites shall not be mounted more than 15 feet above the ground. Illumination from the lights shall not spread beyond the boundary of the property being developed, and in no case shall those lights illuminate the beach.~~
- (c) *Exemptions for new development.* The provisions of subsection (b) of this section shall not apply to any structure for which a building permit has been issued by the City of Deerfield Beach Building Department prior to the effective date of this article. Said structures shall be governed by the provisions of subsection (d) of this section.
- (d) *Existing development.* It is the policy of the City of Deerfield Beach that no artificial light illuminates any area of the incorporated beaches of Deerfield Beach, Florida. To meet this intent, lighting of existing structures ~~which~~ that can be seen from the beach shall be in compliance with the following upon the effective date of this article:

- (1) Lights illuminating buildings or associated grounds for decorative or recreational purposes or all lighting or sources of illumination of any kind shall be shielded or screened such that they are not visible from the beach or turned off between sunset to sunrise during the period of March 1 to October 31 of each year.
- (2) Lights illuminating dune crosswalks of any areas oceanward of the dune line shall be turned off between sunset and sunrise during the period of March 1 and October 31 of each year.
- (3) Security lighting shall be permitted throughout the night so long as low-level fixtures ~~profile luminaries~~ are used and screened in such a way that those lights do not illuminate the beach.
- (4) Window treatments in windows facing the ocean above the first floor or multistory structures are required so that interior lights do not illuminate the beach.
- (5) No light fixture or source of illumination shall be illuminated between sunset and sunrise where the light emanating from said fixture illuminates any portion of the beach.
- (6) To reduce or eliminate the negative effects of existing artificial lighting, an existing development may implement one or more of the following measures:
 - a. Reposition, modify, or remove existing lighting fixtures so that the point source of light or any reflective surface of the light fixture is no longer directly, indirectly, or cumulatively visible from the beach;
 - b. Replace fixtures having an exposed light source with fully shielded fixtures;
 - c. Replace any light source, light bulb, or lamp that is not long wavelength (e.g. incandescent, fluorescent, or high intensity lighting) with the lowest wattage long wavelength (e.g. LED or low-pressure sodium) light source or lamp available for the specific application;
 - d. All replacement fixtures shall be Certified Wildlife Lighting.
- (e) *Publicly owned lighting.* Street lights and lighting at parks and other publicly owned beach access areas shall be subject to the following:
 - (1) Whenever possible, street lights shall be located so that the bulk of their illumination will travel away from the beach. These lights shall be equipped with shades or shields that will minimize backlighting and reduce their visibility from the beach.

- (2) Lights at parks or other public beach access points shall be shielded or shaded during the period of March 1 to October 31 of each year.
- (3) Lightbulbs and or fixtures may be replaced per the standards set forth in Section 34-60(d)(6).
- (f) The owner of the property where the offending light source exists shall be responsible for compliance with this article as well as any person or entity which owns the light source or that has responsibility for the care or maintenance of the light source.

Section 3. Chapter 46 “Offenses”, Section 46-31 “Open Burning” of the City Code of Ordinances is hereby amended to read as follows

CHAPTER 46 – OFFENSES

Section 46-31. – Open Burning

- (d) *Exemptions.*

- (2) The exempt activities, uses, and devices specifically allowed under subparagraph (d)(1) are allowed only under the following conditions:
 - a. The fire is setback a minimum of ten feet from any property line;
 - b. The fire is properly contained;
 - c. The fire is not used to burn yard waste, house refuse, garbage, recyclable materials, commercial debris, or items such as wood pallets, old furniture, pressured or chemically treated wood, or any processed wood such as particle board, plywood, or other similar materials; and
 - d. There is a working source of running water within 100 feet of the fire, with a hose of at least 50 feet in length connected thereto and the party maintaining or starting the fire can demonstrate permission to use the source of running water.
 - e. Fire pits located on the seaward and shore-perpendicular sides of any structure shall be shielded with an opaque structure or partition, and positioned such that the flame is not directly, indirectly, or cumulatively visible from any portion of the beach.

Section 4. 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 5. 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 6. It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code of the City of Deerfield Beach, and that the sections of this Ordinance may be renumbered to accomplish such intent.

Section 7. 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 _____, 2022.

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, January 4, 2022** 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. 2022-023: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 34 "ENVIRONMENT," ARTICLE IV "OUTDOOR LIGHTING RESTRICTIONS," SECTION 34-60 "BEACH AREA OUTDOOR LIGHTING RESTRICTIONS" AND CHAPTER 46 "OFFENSES" SECTION 46-31 "OPEN BURNING" OF THE CITY CODE OF ORDINANCES TO INCORPORATE THE STATE OF FLORIDA MODEL SEA TURTLE LIGHTING REQUIREMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

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

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

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

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

BY: SAMANTHA GILLYARD, CMC, CITY CLERK

Publish: Sun-Sentinel
Thursday, December 23, 2021



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-1081

Agenda Date: 1/4/2022

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2022-024: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS," ARTICLE IV "SUPPLEMENTARY REGULATIONS," SECTION 98-3 "DEFINITIONS" OF THE CITY'S LAND DEVELOPMENT CODE TO ADD DEFINITIONS RELATED TO DOCKING AND MOORING FACILITIES; AMENDING SECTION 98-87 "DOCKING AND MOORING FACILITIES" TO AMEND THE CITY'S DOCKING AND MOORING FACILITIES REGULATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City's existing dock mooring facilities regulations are primarily set forth in Section 98-87 of the City's Land Development Code.

Current Activity

The Planning and Development Services Department is proposing changes to the regulations for docks and mooring facilities set forth in the Land Development Code. As the proposed changes are comprehensive, the current code section has been struck in its entirety, and re-written.

In particular, the new amendment includes the following:

1. New definitions within Sections 98-3 to Section 98-87;
2. Regulations specific to tidally influenced and non-tidally influenced areas of the City;
3. Greater clarity on the dimensional and setback requirements for docking and mooring facilities, including at canal dead ends;
4. Inclusion of dimensional regulations in tabular form; and
5. New tables graphically representing dock setbacks.

No changes have been made to the dimensional requirements that would make current docking and mooring structures non-compliant with the proposed code changes.

Additionally, this code amendment includes the provisions from Broward County Ordinance No. 2020-11, which establishes minimum elevations for tidal flood barriers within tidally influenced areas. The City is required as a tidally influenced municipality to adopt this amendment prior to March 31, 2022.

On November 4, 2021, the Planning and Zoning Board recommended approval of the ordinance.

The Ordinance was referred to the Marine Advisory Board (MAB) for review and comment; however, the MAB was unable to hold a meeting in November and December due to lack of quorum.

ORDINANCE NO. 2022/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 “LAND DEVELOPMENT REGULATIONS,” ARTICLE IV “SUPPLEMENTARY REGULATIONS,” SECTION 98-3 “DEFINITIONS” OF THE CITY’S LAND DEVELOPMENT CODE TO ADD DEFINITIONS RELATED TO DOCKING AND MOORING FACILITIES; AMENDING SECTION 98-87 “DOCKING AND MOORING FACILITIES” TO AMEND THE CITY’S DOCKING AND MOORING FACILITIES REGULATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, the Broward County Board of County Commissioners adopted Ordinance No. 2020-11, which establishes minimum elevations for tidal flood barriers within tidally influenced areas (the “Broward County Ordinance”); and

WHEREAS, as a tidally influenced municipality, the City is required to adopt an ordinance amending the regulations for docks and mooring facilities by March 31, 2022, to be in compliance with the Broward County Ordinance; and

WHEREAS, staff desires to amend the City’s Land Development Code to revise the City’s existing regulations for docks and mooring facilities in a manner that is clear and efficient for the public’s understanding and consistent with the requirements in the Broward County Ordinance; and

WHEREAS, staff recommends the City Commission adopt this ordinance, amending the City’s docking and mooring facilities regulations.

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

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

Section 2. Section 98-3 “Definitions” of Article I “Definitions and Terms,” Chapter 98 “Land Development Regulations” is hereby amended to read as follows:¹

Chapter 98 – LAND DEVELOPMENT REGULATIONS

ARTICLE I. – DEFINITIONS AND TERMS

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

Sec. 98-3. - Definitions.

~~*Boat lift/davit* means any manual, electronic, or fuel operated device, fixed to the ground, a seawall, a pier, or a dock, designed to lift watercraft clear of the water.~~

Canal means a manmade trench, the bottom of which is normally covered by water with the upper edges of its sides normally above water.

~~*Dock* means any structure and appurtenances (i.e. dock piling) thereto extending into or above any body of water, designed and used primarily for the securing of watercraft, fishing, swimming, or other water dependent activity.~~ *Dock* means a fixed structure, including but not limited to, access walkways, terminal platforms, mooring pilings, lifts, davits and other water-dependent structures, for the specific purpose of mooring and accessing vessels, except that this definition shall not be interpreted to include any floating vessel platform as defined in City Code Section 98-87.

~~*Finger pier* means a dock which is not parallel to the seawall, bulkhead line or property line and which extends into or above any body of water more than eight feet from the outer edge of a seawall, bulkhead or property line.~~

Littoral Zone or Littoral shelf means the down-sloping shelf of a marine environment or freshwater pond or lake. This is the area that stretches from the high-water mark of the shore and into the area where sunlight penetrates through to the sediments at the bottom of a waterbody.

~~*Pier* means a dock which is parallel to the seawall bulkhead line, or property line which it abuts and which does not extend into or above any body of water more than eight feet, exclusive of dock pilings, from the outer edge of a seawall, bulkhead line, or property line.~~

Pier means a fixed or floating structure used primarily for fishing or swimming and not designed or used for mooring or accessing vessels.

Retaining wall means a vertical or near vertical (often interlocking) structure placed upland of the mean high water line, ordinary high water line, or safe upland line for erosion control and where no part of the wall comes into direct contact with surface water.

Seawall means a vertical or near vertical (often interlocking) structure placed between an upland area and wetlands or a waterway or waterbody for erosion control. For the purpose of measurement of water-dependent structures, it shall mean the exposed surface or wet face of the wall structure, excluding cap and/or batter piles.

Shoreline means a tidally influenced area where land meets water. Specifically, the interface between land and water, extending seaward of mean high water to include fringing mangroves and adjacent shelf and may also include a transitional zone landward of mean high water line. Shorelines, or portions thereof, may be classified as either altered or unaltered. For the purposes of this Section, shorelines include where land meets water in nontidal waterways.

Slip means the space designed for the mooring or storage of a single watercraft, including, but not limited to, the space for a wet or dry slip, anchorage, beached or blocked watercraft, watercraft hoists, seawalls, floating platforms, davits, boat lifts, and the parking spaces associated with boat ramps and similar launching facilities. Piers authorized only for fishing or observation are not considered slips.

Vessel means every description of floating craft, whether self-propelled or non-self-propelled, used or capable of being used as a means of transportation on the water.

Yard, waterfront means a yard on lots abutting a waterfront extending across the full width of the lot or parcel and measured from the property line, mean high water line, ordinary high water line (for nontidal waterfronts), safe upland line, or retaining wall wet face of the seawall, whichever is closer, and the closest building line projection of the structure.

Section 3. Section 98-87 “Docking and Mooring Facilities” of Article IV “Supplementary Regulations,” Chapter 98 “Land Development Regulations” is hereby deleted and replaced with the following:

Chapter 98 – LAND DEVELOPMENT REGULATIONS

ARTICLE IV. – SUPPLEMENTARY REGULATIONS

Sec. 98-87. - Docking and mooring facilities.

(a) ~~Docks, piers and pilings.~~

- (1) ~~No dock, pier or piling on any canal or waterway within the city shall extend more than six feet from the wet face of the seawall with the exception of the Intracoastal Waterway. Where canals or waterways are at least 100 feet wide, such docks and piers shall not extend more than eight feet from the wet face of the seawall. Docks and piers may extend into the Intracoastal Waterway a maximum of 20 feet from the wet face of the seawall, or as permitted by the Corps of Engineers. When there is no seawall, dock and pier width shall be measured from the property line, unless same is submerged, in which case the measurement shall be from the mean high water line. In no case shall a dock, pier or piling be constructed or installed in such a manner that it would impede navigation.~~
- (2) ~~When the lot frontage along a body of water is 100 feet or less, the dock shall not extend closer than five feet to the property line of adjacent property or the distance established for the side yard setback, whichever is greater.~~
- (3) ~~When the lot frontage along a body of water exceeds 100 feet in length, a dock shall not extend closer than five feet to the property line of adjacent property.~~
- (4) ~~Except for finger piers located at a duly licensed yacht club, marina, or city park, finger piers are permitted only at canal end corner lots when construction of a dock or pier is infeasible due to lot width and required setbacks. The determination of allowable size and setbacks for canal end finger piers shall be made by the engineering department based on other standards in this section and consideration of navigational safety.~~
- (5) ~~All dock, piers, pilings, boat lifts, dolphins, and safety ladders shall be maintained in a safe condition.~~
- (6) ~~No dock or pier shall be constructed to a height greater than the height of the seawall. In the event a seawall is not constructed, a dock or pier shall be limited in height to four feet six inches above mean sea level (NGVD—1929). Any extension of a terrace or patio past the landward side of the seawall shall be considered part of the dock or pier and the height limitations continued herein shall apply to such terrace or patio extension.~~

(b) ~~Dolphins.~~ Dolphins may be installed in conjunction with docking and mooring facilities subject to the following conditions:

- (1) ~~No dolphin shall be permitted when the waterway is less than 80 feet in width.~~

- (2) ~~For waterways 80 feet in width to 100 feet in width, a minimum clear width of 50 feet of waterway channel shall be maintained, and dolphins shall be permitted and may be installed up to 15 feet from the property line or seawall or bulkhead, whichever is nearer to the waterway.~~
 - (3) ~~For waterways greater than 100 feet in width, the maximum distance a dolphin may be installed shall be 25 feet from the property line or seawall or bulkhead, whichever is nearer to the waterway.~~
 - (4) ~~Dolphins shall not be installed in any body of water closer than 25 feet from the extended property line. For purposes of this division, an extended property line shall mean the extension into the water of a lot line intersecting the property line along the body of water if the extension forms right angles with the property line along the water. Otherwise, the extended property line shall mean a line extending into a body of water at right angles to the property line along the body of water from the point of intersection of the plot line. When the property line along the body of water is curved, the extended property line shall mean a line extended into a body of water at right angles to the tangent of the curve at the point of intersection with the lot line.~~
 - (5) ~~Dolphins shall be constructed of preservative treated piling with a minimum butt dimension or diameter of ten inches. A dolphin shall be of sufficient length so that after being driven it will extend not less than six feet nor more than eight feet from the water level at mean high tide. All dolphins shall have a reflector band approximately six inches wide installed approximately two feet below the top of the piling.~~
- (c) *Boat lifts.* A boat lift may be permitted subject to the following conditions:-
- (1) ~~For waterways up to 100 feet in width, the boat lift in a raised position shall not extend more than 15 feet over the waterway from the property line or seawall or bulkhead, whichever is nearer to the waterway.~~
 - (2) ~~For waterways greater than 100 feet in width, the boat lift in a raised position shall not extend more than 25 feet over the waterway from the property line or seawall or bulkhead, whichever is nearer to the water.~~
 - (3) ~~When the lot frontage along a body of water is 100 feet or less, only one boat lift is permitted. The boat lift shall not extend closer than ten feet to the property line of adjacent property.~~
 - (4) ~~When the lot frontage along a body of water exceeds 100 feet in length, not more than two boat lifts shall be permitted and no boat lift shall extend closer than 25 feet to the property line of adjacent property.~~
- (d) *Docking and mooring standards.*

- (1) ~~Other than at a duly licensed yacht club, marina, city park, or docking facilities permitted by or prior to the effective date of this section, no vessel shall be anchored or moored other than parallel to the land or seawall at which said vessel is being docked or moored. When so docked, no portion of the vessel shall be located any further than 30 feet from the lot or seawall. There shall be no rafting of boats so that only one boat may be docked or moored at any given space at a lot or seawall. It is not intended that this shall prohibit vessels from docking one behind or in front of the other, each adjacent to and parallel to the seawall, but only that no two or more boats shall be rafted. "Rafting" shall mean a first vessel being docked or moored at a seawall of a dock and a second vessel being docked at the same seawall but distant from the seawall so that the first vessel is in between the second vessel and the seawall. It is immaterial whether the second vessel is tied to the first vessel or directly to the seawall or dock.~~
 - (2) ~~No watercraft shall be docked or anchored in such position that it extends beyond the side yard setback lines required for structures in the applicable zoning district.~~
 - (3) ~~No vessel shall be anchored or moored in a manner such that navigation of the waterway is impeded for any other craft.~~
 - (4) ~~No more than three vessels may be moored to any dock or docks located behind and abutting a single-family residential lot at any one time.~~
- (e) ~~Other criteria.~~
- (1) ~~The commercial use of docks in residentially-zoned districts within the City is prohibited. This includes, but shall not necessarily be limited to, the prohibition of boarding cruise parties or charter parties at a dock located at a residentially-zoned property within the city.~~
 - (2) ~~Other than at a duly licensed marina, no individual may live on a boat moored or anchored within the city.~~
 - (3) ~~Repair and/or restoration of boats is permitted only at facilities duly licensed to perform repair and/or restoration work, except that minor emergency repairs may be performed as necessary.~~
- (a) Purpose and Intent. It is the intent and purpose of this Section to:
- (1) Provide for the adequate securing of moored vessels and to provide safe access by users for routine maintenance and use while minimizing the impact on the navigability of waterways, native marine habitat, and the use and view of the waterway by surrounding property owners;
 - (2) Provide reasonable access for vessels, seawalls, and dock maintenance;

- (3) Provide clarification on the permissible configuration of water-dependent structures based on the classification of waterfrontage;
- (4) Provide distinction between tidally influenced areas and other water bodies within the City;
- (5) Permit the construction of docks, dolphins, boat lifts, and shoreline infrastructure in and upon certain waterways, but not to prohibit the innovative design of such facilities, provided that the construction of any such facility does not cause a hazardous interference with navigation, inhibit riparian rights, endanger life or property, or deny the public reasonable visual access to public waterways; and
- (6) Establish a consistent minimum elevation for tidal flood barriers that will:
 - a. Provide a standard for flood mitigation infrastructure that serves as a barrier to tidal flooding, not seepage, by accounting for water levels predicted under combined conditions of sea level rise, high tides, and high frequency storm surge through the year 2070; and
 - b. Ensure new shoreline structures and major shoreline improvements are designed for use as tidal flood barriers through application of consistent standards that account for future predicted tidal flood conditions and coastal water levels associated with sea level rise in accordance with current regional sea level rise projections, as updated and adopted by the Broward County Board of County Commissioners.

(b) Applicability. This Section 98-87 applies to the following:

- (1) All new tidal flood barriers, substantial repair or substantial rehabilitation to shorelines and shoreline structures, and the installation of any fixed infrastructure attached to tidal flood barriers (such as mooring structures). This Section is not applicable to oceanfront beaches or shorelines seaward of the Coastal Construction Control Line;
- (2) Real property within the City of Deerfield Beach containing, adjacent to, or abutting shorelines; and
- (3) Real property within the City of Deerfield Beach containing or abutting waters where there is no tidal influence or navigable connection to tidally-influenced waterbodies. This shall include, but is not limited to, nontidal waterbodies such as artificially constructed lakes, ponds, or other features constructed to maintain stormwater and surface water-runoff, and similar feature designs.

(c) Definitions. For purposes of this Section 98-87, the following terms words shall have the definition and meanings as set forth in this subsection.

Access walkway means the portion of a dock structure (typically intersecting the waterfront lot line) that connects to a terminal platform.

Bisecting line means an extension of a property line into a waterbody drawn at a 90-degree angle from a point where the property line intersects with the bulkhead. Should a property line intersect the bulkhead at a corner, this property line shall be extended along its axis to intersect the bisecting line. Other generally accepted methods, taking into consideration the configuration of the shoreline, and allowing for the equitable apportionment of riparian rights, include, but are not limited to, lines drawn perpendicular to the shoreline for regular (linear) shorelines, or lines drawn perpendicular to the centerline (thread) of the waterway, or perpendicular to the line of deep water (line of navigability or edge of navigable channel) as appropriate for irregular shorelines.

Boat lift/davit means a manual, electronic, or fuel operated device, fixed to the ground, a seawall, finger pier, or dock, designed to lift watercraft clear of the water.

Canal dead end shall mean the terminus of a waterway.

Dock, “T” or “L” means a dock with an access walkway that runs perpendicular to the shoreline and which the dock is parallel to the seawall or shoreline.

Finger pier means a dock that is not parallel to the seawall, bulkhead line or property line and that extends into or above any body of water more than eight feet from the wet face of a seawall, mean high water line, ordinary high water line (for nontidal bodies), bulkhead, or property line.

Mean high water means the average height of the high tides over a 19-year period. For shorter periods of observation, “mean high water” means the average height of the high waters after corrections are applied to eliminate known variations and to reduce the result to the equivalent of a mean 19-year value.

Mean high water line means the intersection of the tidal plane of mean high water with the shore.

Mean low water means the average height of the low waters over a 19-year period. For shorter periods of observation, “mean low water” means the average height of low waters after corrections are applied to eliminate known variations and to reduce the result to the equivalent of mean 19-year value.

Mean low water line means the intersection of the tidal plane of mean low water with the shore.

Mean sea level means the mean sea level measurement as established by North American Vertical Datum of 1988 (NAVD88).

Mooring structure means a boat dock, slip, davit, hoist, lift, floating vessel platform, mooring pile, or similar structure attached to land or to a seawall, to which a vessel can be moored.

Ordinary high water line or ordinary high water mark means the intersection of the nontidal plane of ordinary high water with the bank or shoreline.

Personal watercraft means a vessel less than 16 feet in length that uses an inboard motor powering a water jet pump as its primary source of power, and that is designed to be operated by a person sitting, standing or kneeling on, rather than the conventional manner of sitting or standing inside the vessel.

Rafting shall mean a first vessel being docked or moored at a seawall of a dock and a second vessel being docked at the same seawall but distant from the seawall so that the first vessel is in between the second vessel and the seawall.

Rip-rap means a foundation of unconsolidated boulders, stone, rubble, concrete without protruding rebar, or similar materials placed on or near a shoreline to mitigate wave impacts and prevent erosion.

Seawall cap means a concrete box structure (usually reinforced) that connects seawall panels, piles, and anchoring system (if present) together at the top.

Substantial repair or substantial rehabilitation means:

(1) Any modification to the shoreline or a shoreline structure along more than fifty percent (50%) of the length of the property's shoreline; or

(2) Any modification, alteration, or installation of an appurtenant structure (such as a mooring structure) that exceeds fifty percent (50%) of the cost of a tidal flood barrier along the property's shoreline.

Terminal platform means that part of a dock, including finger piers, that is connected to the access walkway, is located at the terminus of the facility, and is designed to secure and load or unload a vessel or conduct other water-dependent activities.

Tidal flood barrier means any structure or shoreline feature including, but not limited to, banks, berms, green-grey infrastructure, seawalls, seawall caps, upland stem walls, or other infrastructure that impedes tidal waters from flowing onto adjacent property or public right-of-way, and located within or along a tidally influenced area. This definition is not meant to include rip-rap, derelict erosion control structures, or permeable earthen mounds that do not provide an impermeable water barrier to tidal flooding.

Tidally influenced area means the real property adjacent to, or affected by, a waterway with water level changes in response to the daily tide.

Water body and surface water mean a natural or artificial watercourse, pond, bay, and coastal waters extending to a landward limit.

(d) Standards and Design Criteria for Docks, Mooring Facilities, and other water-dependent structures

(1) Docking Facility General Standards

- a. All boat docking facilities and shoreline infrastructures (including but not limited to docks, seawalls, and bulkheads) are subject to, and shall comply with, all applicable city, county, state, district, and regulatory agencies laws, codes and standards. No construction of such facilities and structures shall occur within the limits of the city, unless plans and specifications have been submitted to and have obtained the required approvals from such agencies with applicable jurisdiction. Property owners shall obtain all necessary permits and approvals from other agencies that may have regulatory authority, and the property owner shall be responsible for obtaining all such necessary permits or approvals.
- b. Before a permit is issued to any person to construct such structure, the person shall certify that they either own the land abutting the water upon which the mooring structure will be constructed or produce written consent of the owner, whether a private person or a governmental agency, to construct such structure in the particular waterway.
- c. No dock, mooring structure, or water-dependent accessory structure shall be permitted on a property that does not have a principal structure with a Certificate of Occupancy.
- d. All docking facilities must meet at least one of the following conditions:
 - 1. There shall be at least four feet water depth at mean low water at the terminal end of the docking facility; or
 - 2. A docking facility that extends across a full allowable percentage of the width of any body of water may terminate in water less than four feet deep at mean low water if this water depth occurs within five horizontal feet of the terminal end of the docking facility such that the centerline of an average vessel will rest in water of adequate depth of four feet at mean low water, and continuous access to open water is available.
- e. When no seawall exists, the dock shall have a minimum height of four feet as measured from the mean low water line to the top of the dock. When a seawall exists, the minimum elevation of any dock shall be five feet NAVD88.

- f. When no seawall exists, the maximum height of any dock shall be five feet above mean high water. When a seawall exists, the dock shall not exceed the height of the seawall, unless the construction of the dock adheres to Section 98-87(d)(1)g.
- g. All docks shall be constructed separate and independent from all seawalls, except that dock decking may be attached to the top of the seawall cap where it is certified by sealed engineering documents that the structure and construction is sufficient to accommodate the additional loads of the proposed dock. In the event evidence is provided that dock decking may be constructed on top of the seawall, the dock shall not exceed six inches above the seawall cap.
- h. A maximum of one dock shall be permitted per single-family and two-family dwelling use. The dock itself does not need to be continuous and may have breaks or access points.
- i. Structures serving commercial uses, public uses, or more than three dwelling units may establish the minimum number of additional docking facilities to accommodate to the needs of the property's use, provided that the proposed structures comply with all applicable provisions of the City's land development regulations and other applicable law.
- j. Canal or water body width with respect to any structure to which the measurement applies shall be measured laterally across the water body from the proposed point of said structure placement to the opposing point, and shall be measured as follows:

 - 1. A canal or water body bounded on one side by a seawall and on one side by an unaltered shoreline shall be measured from the seawall to the property line of the unaltered shoreline or to the mean low water line, whichever is closer to the navigable channel; and,
 - 2. A canal or water body bounded by two unaltered shorelines or banks shall be measured from the property lines of the unaltered shoreline or to the mean low water line, whichever is closer to the navigable channel; and,
 - 3. A canal or water body bounded by two seawalls shall be measured from seawall to seawall.
- k. All docks shall be installed with a safety ladder that is installed from the dock surface to two feet below mean low water. For docks in excess of 50 feet in length, two ladders meeting the aforementioned specifications shall be provided.
- l. All docks, pilings and safety ladders shall be maintained in a safe condition.

- m. All docks with boat lifts, davits or similar lifting mechanisms shall provide cleats, rings, or similar features that can be used to tie down the vessel when it is out of the water in order to stabilize the vessel during high wind.
- n. The commercial use of docks in residentially zoned districts within the City is prohibited. This includes, but shall not be limited to, the prohibition of boarding cruise parties or charter parties at a dock located at a residentially zoned property within the city.
- o. Other than at a duly licensed marina, no individual may live on a boat moored or anchored within the City.
- p. Repair or restoration of boats is permitted only at duly licensed facilities located in the B-3 and I-2 zoning districts, or where such facilities exist that are legally nonconforming. In the event minor emergency repairs are required, such repairs may be performed as necessary for the shortest period of time necessary to complete the minor emergency repairs.

(2) Docking and Mooring Standards

- a. Other than at a duly licensed yacht club, marina, City park, or legally nonconforming docking facility, no vessel shall be anchored or moored in any manner other than parallel to the land or seawall at which the vessel is being docked or moored. There shall be no rafting of boats so that only one boat may be docked or moored at any given space at a lot or seawall. It is not intended that this subsection prohibit vessels from docking one behind or in front of the other, each adjacent to and parallel to the seawall. This subsection is intended to prohibit two or more boats from being rafted. Notwithstanding the provisions of this Section, personal watercrafts may be docked perpendicular to a seawall, not to exceed 16 feet in length from the seawall or more than 25 percent of the width of the canal or water body, whichever is more restrictive.
- b. In no circumstance shall the total projection of a dock, mooring structure, and vessel exceed 25 percent of the width of the water body.
- c. Watercrafts and vessels shall be docked or anchored where the furthest projection of the watercraft or vessel is a minimum of five feet from each bisecting line.
- d. Watercrafts and vessels shall be anchored or moored in such a manner that navigation of the waterway is not impeded for any other watercraft or vessel, regardless of the allowable setbacks provided in this Section.
- e. No watercrafts or vessels shall dock at, moor to, or tie up to shoreline vegetation, including but not limited to mangroves.

- (3) Docking and Mooring Facility Design Criteria and Dimensional Regulations. The tables and exhibits in this Section illustrate the regulations as provided within this Section. All new and substantially improved mooring structures shall adhere to all of the dimensional criteria established herein. In no circumstance shall a structure be constructed that does not comply with all of the requirements of this Section. If a conflict between the prescribed text, tables, and exhibits exists, the more restrictive regulations shall govern.
- a. Standards applicable to docking facilities in tidally influenced areas where seawalls exist. When a property is either located between two properties with existing bulkheads or seawalls, or is located on a waterway exhibiting greater than 75 percent lots with seawalls, and the lot is less than 150 feet from existing riprap, bulkhead, or seawall lots on either side of the adjoining shoreline, the property shall adhere to the criteria established in Table A.
 - b. Standards applicable to docking facilities on properties either located on a canal dead-end, exhibiting irregular shorelines, or containing unique bisecting lines. Properties located along tidal water bodies that meet any of the following conditions shall follow the dimensional regulations established in Table A:
 - 1. Properties containing waterfront lot lines located at canal dead-ends;
 - 2. Properties containing waterfront lot lines or abutting shorelines non-parallel to the centerline of the subject water body; or
 - 3. Properties containing waterfront lot lines or shorelines where bisecting lines may intersect with one another.
 - c. Standards applicable to docking and mooring facilities for properties within a tidally influenced area with no existing seawall and contains a mangrove fringe. Where a property does not contain, and is adjacent to a property that does not contain, an existing seawall and a mangrove fringe exists on the property, then a dock with a walkway perpendicular to the shoreline, such as a finger pier, "T," or "L" dock, shall be the recommended configuration and shall be designed in accordance with Table A of this section and adhere to the following:
 - 1. The dock and walkway shall be located so as to avoid or minimize impacts to the mangroves and native vegetation;
 - 2. The walkway connecting the dock to the shoreline shall not exceed five feet in width. One such walkway shall be allowed for every 100 feet of shoreline or waterfront length or fraction thereof (for example, 75 feet of shoreline may have one walkway and 101 feet of shoreline may have two).

3. The terminal end of the dock shall not extend into the water body more than 20% of the width of the waterway, as measured from the mean high water line or landward toe of the mangrove fringe.
 4. Reflective navigation indicators shall be located every 50 feet and on both sides of the terminal platform.
 5. The terminal platform shall be no wider than eight feet in one dimension and shall be setback a minimum of five feet from the bisecting lines. As established by this Section, properties zoned S, open space shall be exempt from this requirement.
- d. Standards applicable to docking and mooring facilities on nontidal water bodies or along waterfronts with no navigable connection or access to tidally influenced waterways. In addition to the provisions established in this Section and Table A herein, the following conditions shall apply:
1. No dock, observation deck, or similar structure shall be constructed on a waterbody considered to be stormwater treatment or retention area, unless otherwise approved by the City and all applicable county, state, district, and regulatory agencies.
 2. Docks and other water-dependent structures shall be measured from the mean high water line, safe upland line, edge of water, ordinary high water line, or waterfront property line, whichever is more waterward.
 3. Properties located on such water bodies demonstrating a minimum width of 200 feet may install a dock adhering to the provisions of Section 98-87(3)(c), provided all other applicable requirements set forth in this Section are met.
 4. Landscaping shall be installed within the littoral zone in a plan approved by the City Landscape Architect and Director of the Planning and Development Services Department.
- e. Boat lift criteria. A boat lifting device may be permitted subject to the following conditions:
1. When the lot frontage along a body of water is less than 100 feet, only one boat lift is permitted and shall be setback a minimum of ten feet from the bisecting lines.
 2. When the lot frontage along a body of water is 100 feet in length or greater, a maximum of two boat lifts shall be permitted and shall be setback a minimum of 25 feet from the bisecting lines.

3. Personal watercraft elevators and platforms with the capability of securing a maximum of three personal watercrafts shall be calculated as one boat lift and conform to this section.

Table A: Dock and Boat Lift Setbacks

<u>WATER FRONT TYPE</u>	<u>Minimum dock side setback; lot frontage less than 100 feet in width</u>	<u>Minimum dock side setback; lot frontage greater than 100 feet in width</u>	<u>Maximum dock projection into the water</u>	<u>Minimum boat lift side setback; lot frontage less than 100 feet in width</u>	<u>Minimum boat lift side setback; lot frontage greater than 100 feet in width</u>	<u>Maximum projection for docks/boat lifts/mooring structures</u>
<u>Seawall- Tidally Influenced Properties</u>						
<u>Properties fronting water bodies less than 100 feet wide:</u>	<u>5 feet</u>	<u>5 feet</u>	<u>10% of the waterbody width</u>	<u>10 feet</u>	<u>25 feet</u>	<u>25% of canal width</u>
<u>Properties fronting water bodies greater than 100 feet wide:</u>	<u>5 feet</u>	<u>5 feet</u>	<u>10% of the waterbody width</u>	<u>10 feet</u>	<u>25 feet</u>	<u>25% of canal width</u>
<u>Shorelines along intracoastal waterway:</u>	<u>5 feet</u>	<u>5 feet</u>	<u>20 feet or as permitted by the Army Corps of Engineers</u>	<u>10 feet</u>	<u>25 feet</u>	<u>25% of Intracoastal width or 30 feet whichever is more restrictive</u>
<u>Canal dead ends & properties with non-parallel waterfronts:</u>	<u>5 feet or 10% of the length of the waterfront lot line, whichever is less</u>	<u>5 feet</u>	<u>10% of the waterbody width</u>	<u>10 feet</u>	<u>25 feet</u>	<u>25% of canal width</u>
<u>Seawall-Non Tidal Properties (Lots with no navigable access to a tidal waterway)</u>						
<u>Properties fronting water bodies with a width of less than 100 feet:</u>	<u>5 feet</u>	<u>5 feet</u>	<u>10% of the waterbody width</u>	<u>10 feet</u>	<u>25 feet</u>	<u>25% of canal width</u>
<u>Properties fronting water bodies with a width of 101 feet to 199 feet:</u>	<u>5 feet</u>	<u>5 feet</u>	<u>10% of the waterbody width</u>	<u>10 feet</u>	<u>25 feet</u>	<u>25% or 25 feet whichever is more restrictive</u>
<u>Properties fronting water bodies greater than 200 feet:</u>	<u>5 feet</u>	<u>5 feet</u>	<u>10% of the waterbody width</u>	<u>10 feet</u>	<u>25 feet</u>	<u>25% or 50 feet whichever is more restrictive</u>
<u>Unaltered Waterfronts Mangrove Fringe</u>						
<u>Properties fronting water bodies less than 100 feet wide:</u>	<u>5 feet</u>	<u>5 feet</u>	<u>20% of the waterbody width</u>	<u>10 feet</u>	<u>25 feet</u>	<u>25% of canal width</u>
<u>Properties fronting water bodies greater than 100 feet wide:</u>	<u>5 feet</u>	<u>5 feet</u>	<u>20% of the waterbody width</u>	<u>10 feet</u>	<u>25 feet</u>	<u>25% of canal width</u>
<u>Canal dead ends & properties with non-parallel waterfronts:</u>	<u>5 feet or 10% of the length of the waterfront lot line, whichever is less</u>	<u>5 feet</u>	<u>10% of the waterbody width</u>	<u>10 feet</u>	<u>25 feet</u>	<u>25% of canal width</u>

Maximum Dock Height: No greater than seawall - No greater than 5 feet above mean high water line when no seawall exists

Minimum Dock Height: No less than 5 ft. (NAVD88) w/seawall – No less than 4 feet above mean low water when no seawall exists

All side setbacks measured from bisecting lines.

All side setbacks shall be measured from bisecting lines.

- f. Dolphins. Dolphins may be installed in conjunction with docking and mooring facilities provided they comply with the standards established in Table B of this Section and adhere to the following conditions:

1. No dolphin shall be permitted when the waterway is less than 80 feet in width.

2. For waterways 80 feet to 100 feet in width, a minimum clear width of 50 feet of the waterway channel shall be maintained, and dolphins shall be erected a maximum of 25 feet or 25 percent into the waterway, whichever is more restrictive, and as measured from the property line, wet face of the seawall, or bulkhead, whichever is nearer to the waterway.
3. For waterways greater than 100 feet in width, the maximum distance a dolphin may be installed shall be 30 feet or 25 percent from the property line, whichever is more restrictive, and as measured from the property line, wet face of the seawall, or bulkhead, whichever is nearer to the waterway.
4. Dolphins shall be setback a minimum of 10 feet from the bisecting lines, regardless of length of water frontage.
5. Dolphins shall be constructed of preservative-treated piling with a minimum butt dimension or diameter of ten inches.
6. All dolphins shall have a reflector band approximately six inches wide installed approximately two feet below the top of the piling.

Table B:

Dolphins

<u>Width of Water Body</u>	<u>Maximum number of dolphins</u>	<u>Side yard setbacks (measured from bisecting lines)</u>	<u>Maximum projection into waterbody</u>	<u>Minimum height (from mean high water)</u>	<u>Maximum height (from mean high water)</u>
<u>Less than 80 feet</u>	<u>NOT PERMITTED</u>				
<u>80 feet - 100 feet</u>	<u>2</u>	<u>10 feet</u>	<u>25 feet or 25 % of waterway width whichever is more restrictive</u>	<u>6 feet</u>	<u>8 feet</u>
<u>101 feet - 150 feet</u>	<u>3</u>	<u>10 feet</u>	<u>30 feet or 25 % of waterway width whichever is more restrictive</u>	<u>6 feet</u>	<u>8 feet</u>
<u>151 feet and greater</u>	<u>4</u>	<u>10 feet</u>	<u>30 feet or 25 % of waterway width whichever is more restrictive</u>	<u>6 feet</u>	<u>8 feet</u>

(4) Additional Criteria; Miscellaneous Standards.

- a. Dock Lighting. Any light installed on or below a water structure shall not produce glare, shall not cause illumination in excess of 1.0 footcandles on any abutting residential property, and shall adhere to the outdoor lighting restrictions established in Section 34-60 and the following design criteria:
 1. Light fixtures shall include recessed light sources or shields;
 2. Light source shall consist of yellow bug type bulbs not exceeding 25 watts or low-pressure sodium vapor lamps;

3. Dock lighting shall consist of low-profile, low-level luminaries no higher than 48 inches off the decking such as low-mounted wall fixtures, low bollards, and dock-level fixtures, so that the light source or any reflective surface of the light fixture is not visible from the water; and
 4. The use of red or green lights, or lights that emit red or green light due to a lens or other method, is prohibited.
- b. Tidal Flood Barriers and Minimum elevations for coastal infrastructure within tidally influenced areas.
1. All new or substantially repaired or substantially rehabilitated banks, berms, green-grey infrastructure, seawalls, seawall caps, upland stem walls, or other similar infrastructure shall be designed and constructed to perform as tidal flood barriers. Tidal flood barriers shall have a minimum elevation of five feet NAVD88. Applications for new or substantially repaired or substantially rehabilitated tidal flood barriers submitted prior to January 1, 2035, may be permitted a minimum elevation of four feet NAVD88, if the barriers are designed and constructed to accommodate a minimum elevation of five feet NAVD88 by January 1, 2050.
 2. All property owners must maintain a tidal flood barrier in good repair. A tidal flood barrier is presumed to be in disrepair if it allows tidal waters to flow unimpeded through or over the barrier and onto adjacent property or public right-of-way. Failure to maintain a tidal flood barrier in good repair shall be an offense subject to code enforcement action and other legally available remedies. The owner of the tidal flood barrier shall demonstrate progress towards repairing a deficiency within 60 days after receiving a notice of the deficiency or code violation and shall complete repairs within 365 days after receipt of the notice. If the required repair or rehabilitation meets the substantial repair or substantial rehabilitation threshold, no later than 365 days after receipt of the notice, the property owner shall design, obtain permits, cause to be constructed, and obtain final inspection approval of seawall improvements that meet the minimum elevation and design requirements.
 3. Tidal flood barriers below a minimum five feet NAVD88 elevation shall be improved, designed, and constructed so as to prevent tidal waters from impacting adjacent property or public right-of-way. Causing, suffering, or allowing the trespass of tidal waters onto adjacent property or public right-of-way is hereby declared a public nuisance and a citable offense requiring abatement. The owner shall demonstrate progress toward addressing the deficiency within 60 days after receipt of the notice from the City and complete the construction of an approved remedy no later than 365 days after receipt of the notice from the City.

4. Tidal flood barriers shall be designed and constructed to prevent tidal waters from flowing through the barrier, while still allowing for the release of upland hydrostatic pressure.
 5. To the extent practicable, tidal flood barriers shall be designed and constructed to adjoin immediately proximate tidal flood barriers to close gaps and prevent trespass of tidal water.
 6. All tidal flood barriers undergoing substantial repair or substantial rehabilitation shall be constructed along the property's entire shoreline.
 7. All tidal flood barriers shall be constructed with natural limerock rip-rap, or other approved habitat enhancement, at the waterward face of the structure.
 8. Property owners are encouraged to consider approaches and materials that enhance the biological value of traditional (flat surface) seawalls and flood barriers with the incorporation of living shoreline features, use of hybrid green-grey materials, and the use of biological forms, where practicable.
 9. This Section shall not be construed to require the installation of a seawall where other flood protection measures serve as an equally effective tidal flood barrier.
 10. Tidal flood barriers capable of automatically being elevated in advance of high tides to prevent tidal flooding are permissible, provided that the automation does not require daily human intervention.
 11. Seawalls and other vertical tidal flood barriers shall not exceed seven feet NAVD88, or the required finished grade elevation, whichever is higher.
 12. The construction or affixing of retaining walls on top of or over seawall caps is prohibited.
 13. The width of any seawall cap shall be no less than 18 inches and no greater than 30 inches.
- c. *Rip-rap Design Criteria.* Where practical, rip-rap shall be placed at the base and waterward of solid seawalls and bulkheads, starting at one foot above mean high water and shall meet the following design criteria:
1. Rip-rap shall be constructed with a slope no steeper than 2 (horizontal): 1 (vertical).

2. There shall be no reinforcing rods or other similar protrusions in concrete rubble.
 3. All rubble or boulders are free of attached sediments such as concrete, except as may be necessary at the points of contact to secure the boulders. The filling of gaps and crevices with concrete is not permitted.
 - d. When no mangrove fringe exists, terminal platforms of any dock shall be no wider than eight feet in one dimension and not exceed a total of 160 square feet in area.
- (5) Required disclosure in contracts for sale of real estate.

In accordance with Broward County Ordinance No. 2020-11, in any contract for the sale of real estate located in tidally influenced areas of Broward County that is executed after December 31, 2020, the seller shall include in the contract or a rider to the contract the following disclosure in not less than fourteen-point, capitalized, bold-faced type:

THIS REAL ESTATE IS LOCATED IN A TIDALLY INFLUENCED AREA. THE OWNER MAY BE REQUIRED BY COUNTY OR MUNICIPAL ORDINANCE TO MEET MINIMUM TIDAL FLOOD BARRIER ELEVATION STANDARDS DURING CONSTRUCTION OR SUBSTANTIAL REPAIR OR SUBSTANTIAL REHABILITATION OF SEAWALLS, BANKS, BERMS, AND SIMILAR INFRASTRUCTURE OR WHEN REQUIRED TO ABATE NUISANCE FLOODING.

Exhibit A: Docking Design Criteria on Water Bodies With Seawalls

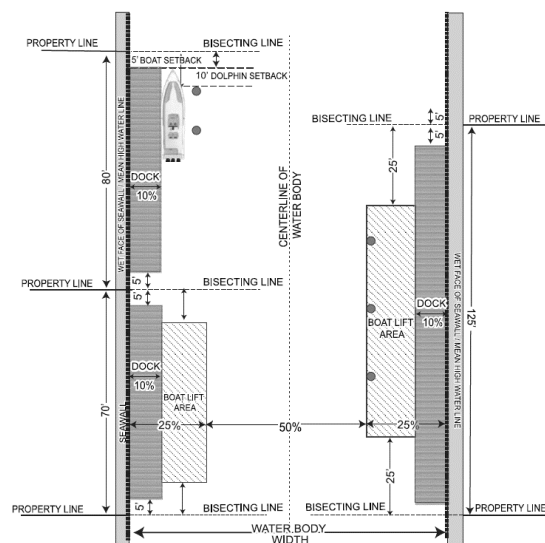


Exhibit B:

Docking Design Criteria On Canal Dead Ends

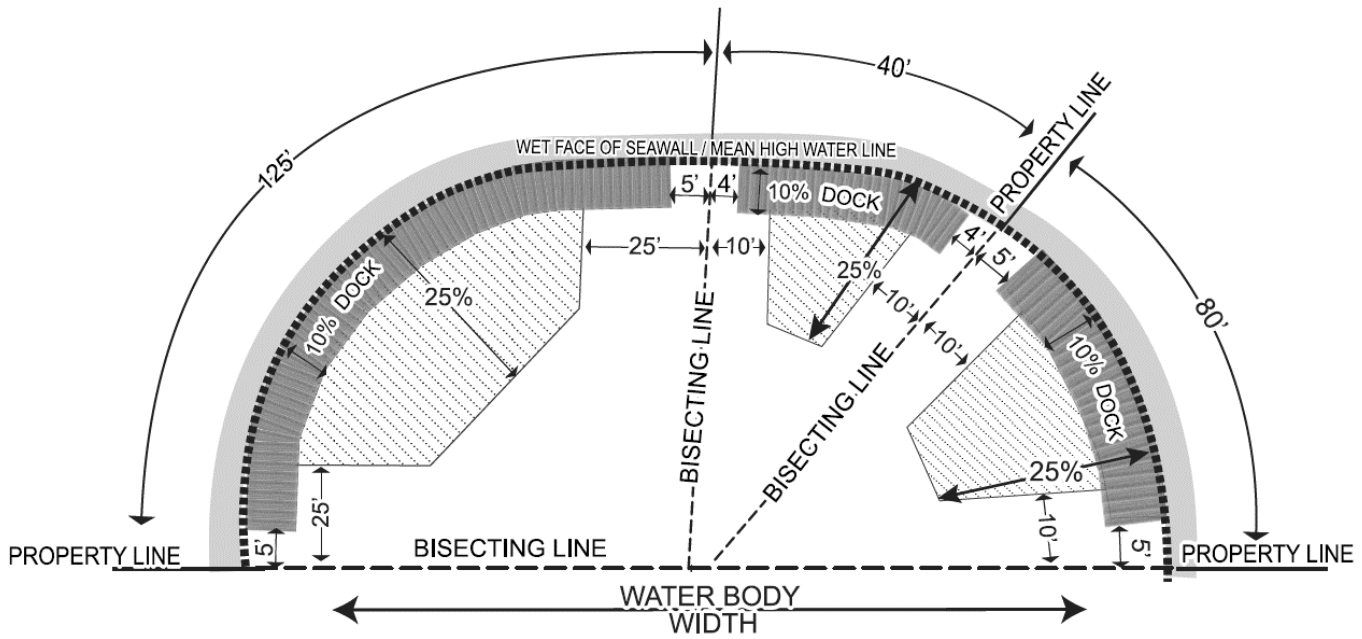


Exhibit C:

Dock Design Criteria On Vegetated Unaltered Shorelines

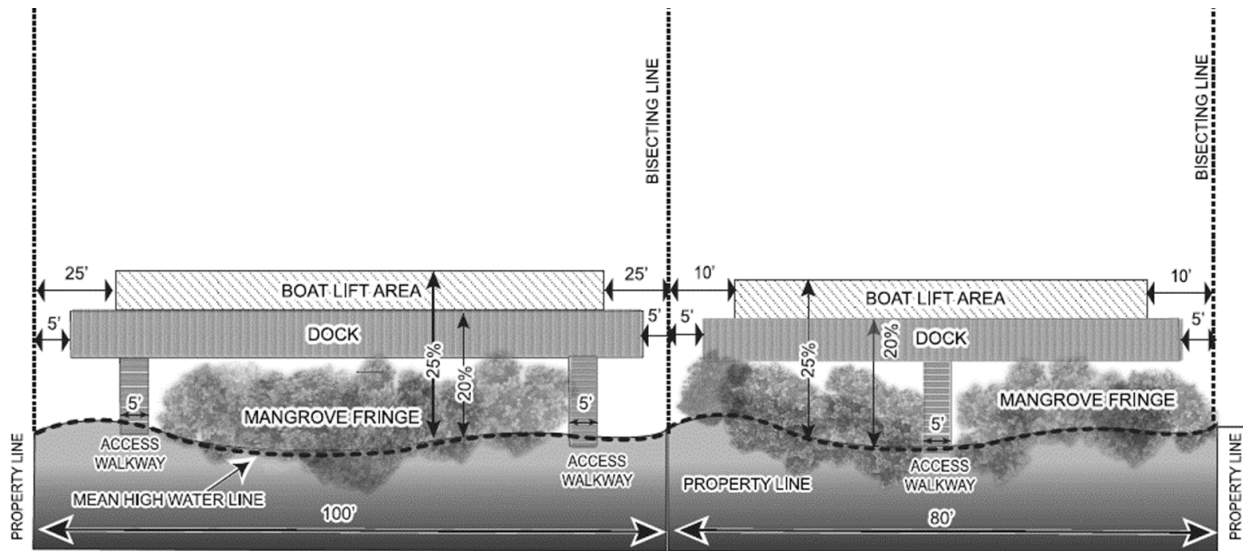
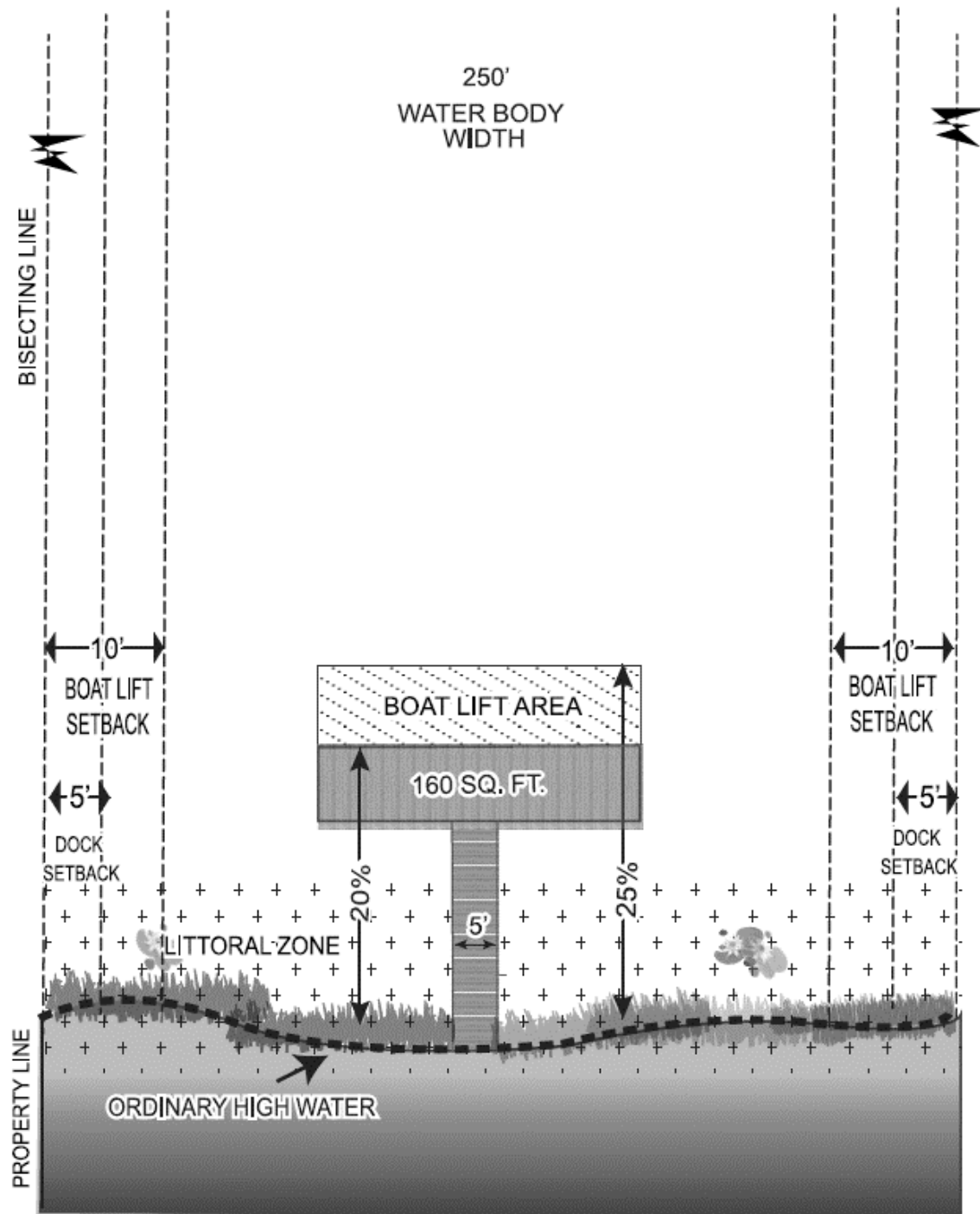


Exhibit D:

Dock Design Criteria On Nontidal Water Bodies



Section 4. It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code of the City of Deerfield Beach, and that the sections of this Ordinance may be renumbered to accomplish such intent.

Section 5. 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 6. 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 7. That this Ordinance shall be effective immediately upon adoption on second reading.

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

PASSED 2ND READING ON THIS ____ DAY OF _____, 2022.

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, January 4, 2022** 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. 2022-024: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS," ARTICLE IV "SUPPLEMENTARY REGULATIONS," SECTION 98-3 "DEFINITIONS" OF THE CITY'S LAND DEVELOPMENT CODE TO ADD DEFINITIONS RELATED TO DOCKING AND MOORING FACILITIES; AMENDING SECTION 98-87 "DOCKING AND MOORING FACILITIES" TO AMEND THE CITY'S DOCKING AND MOORING FACILITIES REGULATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

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

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

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

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

BY: SAMANTHA GILLYARD, CMC, CITY CLERK

Publish: Sun-Sentinel
Thursday, December 23, 2021



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-1078

Agenda Date: 1/4/2022

Status: BOARD APPOINTMENTS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Joe Chancy as an alternate member to the Planning & Zoning Board to fill an unexpired term; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Section 98-115 of the City's Land Development Code ("Section 98-115") provides for the City of Deerfield Beach Planning and Zoning Board ("Board") to consist of five (5) regular members and five (5) alternate members.

Section 98-115 provides that the Mayor and Commissioners shall each appoint one regular member and one alternate member to the Board, subject to approval by a majority of the City Commission.

Current Activity

On April 26, 2021, John Gibilaro resigned from the Planning and Zoning Board, creating an alternate member vacancy. Joe Chancy has expressed an interest in being appointed as the alternate member to fulfill the unexpired term and has been nominated by Commissioner Michael Hudak.

Upon approval of the appointment, the Board will have a total of five (5) regular members with no regular member vacancies, and three (3) alternate members with two (2) alternate vacancies.

Recommendation

Approval is recommended.

RESOLUTION NO. 2022/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING JOE CHANCY AS
AN ALTERNATE MEMBER TO THE PLANNING AND ZONING
BOARD TO FILL AN UNEXPIRED TERM; AND PROVIDING FOR
AN EFFECTIVE DATE**

WHEREAS, Section 98-115 of the City's Land Development Code (the "LDC") provides for the City of Deerfield Beach Planning and Zoning Board (the "Board") to consist of five regular members and five alternate members; and

WHEREAS, LDC Section 98-115 provides that the Mayor and Commissioners shall each appoint one regular member and one alternate member to the Board, subject to approval by a majority of the City Commission; and

WHEREAS, LDC Section 98-115 provides that each appointed member serves at the pleasure of the City Commission for a term that expires on April 30th of the year that the term of the appointing Commissioner/Mayor expires; and

WHEREAS, Joe Chancy has expressed an interest in serving on the Board to fill an unexpired term as an alternate member, and Commissioner Hudak has nominated him to fill the unexpired term.

**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. Joe Chancy is hereby appointed to serve as an alternate member on the Planning & Zoning Board to fill an unexpired term ending on April 30, 2023.

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

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: 12/07/2021

The attached application from Joe Chancy for the
Planning and Zoning 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.

Michael E. R. 12/07/2021

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: Planning and Zoning

Are you willing to be considered for an alternate Board or Committee? Yes ☐ No ☒

Name J Joe Chancy

Address 4250 NE 4th Ave

City Deerfield Beach State Zip 33064

I reside in District # (can be found on back of your Voter Registration Card)

Year- Round Resident? Yes ☒ No ☐

If No, how what months are you away?

Home Phone (954) 732-8215 Work/Mobile Phone (954) 732-8215

E-mail joechancy@gmail.com

Employer Black Diamond Real Estate Co.

Address 101 NW 15th PL. Pompano Beach

Occupation (if retired, please indicate and list former occupation) Real Estate

Please list any governmental Advisory Boards or Committees on which you currently serve:

Currently not serving any committees.

REV 05/2020

**CITY OF DEERFIELD BEACH
RECEIVED**

DEC - 7 2021

CITY CLERK'S OFFICE

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

Florida Real Estate Sales Lic.

Professional: Certification(s)

a candidate for Certified Commercial Investment Member-CCIM, John T Riordan School for Retail Real Estate. Urban Land Institute-ULI

Knowledge: Training, interest or experience

I entered the real estate business in 2008 as a residential investor and initially transitioned to the commercial sector in 2013 to represent South Florida investors and developers in the acquisition of retail development parcels. Since joining Gadinsky Real Estate in 2015 (real estate brokerage firm), I've have worked with prominent shopping center developers to exclusively lease new-construction space and also represents national retailers

Community Involvement: List organizations/positions

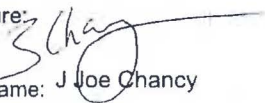
I have served on the Urban Land Institute (ULI) Young Leaders Group committee, Broward County

Organizations: Memberships

Innovating Commerce Serving Communities former known as International Council of Shopping Centers- ICSC.
Certified Commercial Investment Member-CCIM

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: 12/07/20

Print Name: J Joe Chancy

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.

REV 05/2020



PLANNING AND ZONING

Creating Authority:

City Charter-Section 312-Ordinance No 1179
Rules of Procedure set by Resolution No 1992/082
Ordinance No. 2011/018

Method of Appointment:

5 Regular/5 Alternates

Financial Disclosure:

Required

Compensation:

None

Liaison:

Eric Power, Director of Planning & Development Services, (954) 480-4206

Meeting Dates:

1st Thursday, 7:00 p.m. in the City Commission Chambers

Functions and Responsibilities:

To act in an advisory capacity to the Commission on questions relating to zoning and to conduct investigations and hold public hearings when the board deems necessary, on all matters or proposals to change zoning regulations, and report its findings and recommendations on such matters and proposals to the Commission.

To study an existing City plan, with the view to improving same so as to provide for the development, general improvement and probable future growth of the City, and from time to time make recommendations to the Commission for changes in the existing City plan so as to incorporate new developments or for the adoption of a new City plan.

To investigate and approve or disapprove all new plats to be presented to the Commission for approval to perform such other duties as may from time to time be assigned to such Board by the Commission (See City Charter, Section 312).

Name <i>Regular Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Thomas Plaut (Mayor)	3920 NW 4 th Court Deerfield Beach, FL 33442	428-9591 934-6991 (C)	SELF	2021/042	04/06/21	04/30/25
Bridgette Beckford (District 1)	309 NE 47 th Place Deerfield Beach, FL 33064	242-1899	NEW	2019/053	5/7/2019	04/30/23
Brian Bennett (District 2)	650 SW 14 th Place Deerfield Beach, FL 33441	274-9621	SELF	2019/041	05/01/19	04/30/23
William Lane (District 3)	11 Tilford A Deerfield Beach, FL 33442	754-212-2936 (h) 814-969-4226 (C)	SELF	2021/042	04/06/21	04/30/25
Michelle Balaun (District 4)	2287 Woodlands Way, Deerfield Beach, FL 33442	954-778-1886	SELF	2021/042	04/06/21	04/30/25

Name <i>Alternate Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
David Kurlander (Mayor)	1103 SE 7 th Street Deerfield Beach, FL 33441	954-650-0725	NEW	2021/029	5/1/21	04/30/25
VACANT (District 1)			GIBILARO			04/30/23
Kanthiah Easwara Chandran (District 2)	1931 Wildwood Lane N Deerfield Beach, FL 33442	561-247-8596	SELF	2019/069	05/21/19	04/30/23
VACANT (District 3)			NEW			04/30/25
VACANT (District 4)			NEW			04/30/25



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-1076

Agenda Date: 1/4/2022

Status: BOARD APPOINTMENTS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Daniel Shanetzky as a regular member of the Cultural Committee; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Cultural Committee is comprised of ten regular members and five alternates. The Mayor and each district Commissioner appoint two regular members and one alternate. Terms for those members end on May 15th of the year the appointing Commissioner's term ends.

Current Activity

Daniel Shanetzky has expressed an interest in being appointed to the Cultural Committee and has been nominated by Commissioner Bernie Parness to serve as a regular member on the Committee.

Upon approval of the appointment, the Committee will have a total of nine regular members, with one regular member vacancy, and two alternate members, with three alternate vacancies.

Recommendation

Approval is recommended.

RESOLUTION NO. 2022/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING DANIEL SHANETZKY
AS A REGULAR MEMBER OF THE CULTURAL COMMITTEE; AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, in accordance with City of Deerfield Beach City Code Section 2-167 et. seq., the Cultural Committee (the “Committee”) consists of up to ten regular members and five alternate members and is empowered to make recommendations to the City Commission regarding cultural events and projects; and

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

WHEREAS, Daniel Shanetzky has expressed interest in serving as a regular member of the Committee; and

WHEREAS, Commissioner Parness has nominated Daniel Shanetzky to serve as a regular member of the Cultural Committee.

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. Daniel Shanetzky is hereby appointed to serve as a regular member of the Cultural Committee for a term ending on May 15, 2025 and will serve without compensation.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: 12/02/21

The attached application from Daniel Shanetzky for the Cultural Committee 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.

 12/10/21

Signature:

Date:

Appointing
Elected Official:

- ☐ Mayor Bill Ganz
☐ Vice Mayor Ben Preston
☐ Commissioner Michael Hudak
☒ Commissioner Bernie Parness
☐ Commissioner Todd Drosky

Please return to City Administration for processing.



City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for:

Cultural Committee

Are you willing to be considered for an alternate Board or Committee?

Yes



No



Name

DANIEL SHANETZKY

Address

34 Keswick B

City

Deerfield Beach

State

FL

Zip

33442

I reside in District # (can be found on back of your Voter Registration Card)

District # 3

Year-Round Resident?

Yes



No



If No, how what months are you away?

Home Phone

561-400-7062

Work/Mobile Phone

561-400-7062

E-mail

dshanetzky@hotmail.com

Employer

Reisfeld Thompson Rudzinski (RTR) Law Firm

Address

3333 W Commercial Blvd
Fort Lauderdale, FL

Occupation (if retired, please indicate and list former occupation)

Paralegal

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

Bach of Science Degree, University of Maryland, Business Management
Master of Science Public Administration, Troy State University

Professional: Certification(s)

Paralegal Certificate, Florida Atlantic University

Knowledge: Training, interest or experience

municipal, govt knowledge. Historical and Cultural
Studies

Community Involvement: List organizations/positions

Kiwanis club Deerfield Beach East member
Deerfield Beach Democratic Club, President/Board mbr

Organizations: Memberships

Kiwanis club Deerfield Beach East
Deerfield Beach Democratic Club
Broward Democrats Senior Caucus

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: Daniel Shanetzky

Date: 11/20/2021

Print Name: DANIEL SHANETZKY

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.



CULTURAL COMMITTEE

Creating Authority:

City Charter-Section 3.12 (2)

Method of Appointment:

Resolution No. C-3212

Resolution C-1981/048 (Amending Resolution C-3212)

Resolution C-1989/104 (Amending Resolution C3212 - Changing Composition of Membership)

Resolution C-1989/155 (Amending Resolution C-3212 - Changing Composition of Membership)

Resolution C-1990/102 (Amending Resolution C3212 - Powers and Duties)

Ordinance C-1993/034 (Amending Section 2-167 - Increase membership from 12 to 15)

Ordinance No. 2014/004 (Amending Section 2-167 - Decrease membership from 15 to 9)

Ordinance No. 2014/025 (Amending Section 2-167 - Committee shall consist of 9 regular members and 3 alternate members)

Ordinance No. 2017/009 (Amending Section 2-167 and 2-168 – Membership and Removal for Unexcused Absences)

Financial Disclosure:

Not Required (As of Resolution C-1990/102/Letter from Commission of Ethics)

Compensation:

None

Liaison:

Ashley Molina, Superintendent of Community Events, (954) 480-4429

Meeting Dates:

3rd Monday at 6:30 p.m. at the Central City Campus Conference Room

Functions and Responsibilities:

That the powers and duties of this committee shall be as follows:

- 1) The Deerfield Beach Cultural Committee may recommend to the City Commission various cultural events and projects to be undertaken by the City.
- 2) The Deerfield Beach Cultural Committee may enter into preliminary negotiations concerning the arrangement of cultural events for the City but the committee is not empowered to contract but merely to recommend said events to the City Commission
- 3) The Deerfield Beach Cultural Committee is empowered to recommend to the City Commission the arranging of cultural events, including but not limited to, the method of distribution of tickets and general promotion of said events.
- 4) Should the Deerfield Beach Cultural Committee receive monies from ticket sales or should it receive donations for cultural events then all such monies shall be delivered to the City of Deerfield Beach Department of Management and budget for deposit into a City fund reserved for cultural events and facilities.
- 5) The Deerfield Beach Cultural Committee is empowered to recommend various expenditures that may be incurred in connection with the presentation of approved cultural events. Such expenditures shall only be incurred upon the approval of the City Manager.

Name <i>Regular Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Katherine Freitag (Mayor)	418 SE 2 nd Street Deerfield Beach, FL 33441	804-5474	SELF	2021/052	04/20/21	05/15/25
Perry Victor (Mayor)	48 NE 19 th Terrace Deerfield Beach, FL 33441	914-646-3333	SELF	2021/052	04/20/21	05/15/25
Deborah Sullivan (District 1)	937 SE 12 th Way Deerfield Beach, FL 33441	801-721-1738	NEW	2020/151	10/20/20	05/15/23
Tiffany O'Bryan (District 1)	1241 SE 10 th Street Deerfield Beach, FL 33441	561-212-2185	NEW	2021/001	01/05/21	05/15/23
Ashley Gombs (District 2)	1331 SW 10 th Terrace, Deerfield Beach, FL 33441	954-242-5013 (c) 654-531-1770 (h)	HENRY	2021/101	07/20/21	05/15/23
Thelema Lamar (District 2)	660 NW 2 nd Ter Deerfield Beach, FL 33441	427-0966 709-0311 (C)	EASLEY	2020/004	01/14/20	05/15/23
VACANT (District 3)			NEW			
VACANT (District 3)			NEW			
Judy Wilson (District 4)	408 Lake Pointe S Lane Deerfield Beach, FL 33442	427-3718	SELF	2021/052	04/20/21	05/15/25
Karen Hardy (District 4)	2277 Deer Creek Alba Deerfield Beach, FL 33442	242-5485	SELF	2021/052	04/20/21	05/15/25

Name <i>Alternate Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
BrenNette Rahming (Mayor)	1351 SW 10 th Terrace, Deerfield Beach, FL 33441	954-254-8171	NEW	2021/052	04/20/21	05/15/25
VACANT (District 1)			NEW			
VACANT (District 2)			GOMBS			05/15/23
VACANT (District 3)			NEW			
Nicholas Kerns (District 4)	4738 NW 3 rd Street, Deerfield Beach, FL 33442	954-234-7804	HARTE	2021/101	07/20/21	05/15/25



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-1092

Agenda Date: 1/4/2022

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying the execution of a Premium Lighting Agreement with Florida Power & Light for the maintenance of decorative street lighting for the S-Curve Utility Undergrounding and Streetscape Improvement Project utilizing FPL's Premium Lighting PL-1 Program; providing for implementation, severability, 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

Street lighting is a design element of the S-Curve Utility Undergrounding and Streetscape Improvement Project (the "Project"). The CRA has been working on the Project design, easement agreements and Project procurement involving multiple contracts. A total of thirty-nine decorative LED streetlights are proposed for the Project. Thirty-five of the streetlights will be turtle friendly amber and four streetlights west of NE 20th Avenue will have white lights. A domed black decorative light fixture, with a design similar to those installed at the Pier and Kirk Cottrell Pavilion, will be mounted on decorative black concrete poles. Other elements of the Project include undergrounding of utilities, new paver sidewalks, landscaping, and lighted pedestrian bollards, which are being procured separately.

Current Activity

The street lighting portion of the Project is proposed to be provided using FPL's Premium Lighting (PL-1) program. The PL-1 program includes lighting installation, lamp replacement, and maintenance of FPL-owned lighting systems. It also includes energy from dusk to dawn each day. In addition to the upfront installation cost, there is a monthly maintenance charge of \$776.10.

On December 14, 2021, the CRA Board authorized the CRA's expenditure of \$302,384.00 for the upfront capital costs for installation of the street lighting for the Project and payment of the street lighting maintenance cost for the one year Project warranty period. Thus, the CRA is responsible for the upfront capital costs for the installation of the lighting in the amount of \$302,384, and will be responsible for maintenance during the Project warranty period of one year. After the one-year warranty period, the maintenance and utility service costs of the Project (estimated monthly maintenance charge of appx. \$776.10) will become the responsibility of the City. The term of the PL-1 agreement is 20 years. At the end of this term, the City may elect to negotiate a new lighting agreement based on the tariff in place at that time.

Staff has been advised that FPL will no longer be offering this premium lighting program after January 1, 2022. The upfront capital costs and first year maintenance expenditure were approved by the CRA on December 14, 2021. Therefore, the City Manager executed the agreement to take advantage of the PL-1 Program.

Recommendation

Staff recommends approval of this item.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, RATIFYING THE EXECUTION OF A PREMIUM LIGHTING AGREEMENT WITH FLORIDA POWER & LIGHT FOR THE MAINTENANCE OF DECORATIVE STREET LIGHTING FOR THE S-CURVE UTILITY UNDERGROUNDING AND STREETScape IMPROVEMENT PROJECT UTILIZING FPL'S PREMIUM LIGHTING PL-1 PROGRAM; PROVIDING FOR IMPLEMENTATION, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, street lighting is a design element of the S-Curve Utility Undergrounding and Streetscape Improvement Project (the "Project"); and

WHEREAS, the street lighting portion of the Project, which includes the installation of 39 decorative LED street lights, (collectively, the "Street Lighting") is proposed to be provided using Florida Power & Light Company's ("FPL") Premium Lighting ("PL-1") Program; and

WHEREAS, the PL-1 Program includes lighting installation, lamp replacement, and maintenance of FPL-owned lighting systems; and

WHEREAS, on December 14, 2021, the Deerfield Beach CRA Board authorized the CRA's expenditure of \$302,384.00 for the upfront capital costs for installation of the street lighting for the Project and payment of the street lighting maintenance cost (\$776.10/monthly) for the one year Project warranty period; and

WHEREAS, after the one-year warranty period, the maintenance and utility service costs of the Project will become the responsibility of the City; and

WHEREAS, City Code Section 38-116(3)(b) authorizes the procurement of utility services to be made without utilizing a sealed competitive method or written quotations method; and

WHEREAS, staff has been advised that FPL will no longer be offering PL-1 Program after January 1, 2022; and

WHEREAS, based on this deadline and the CRA's authorization of the CRA expenditures for the upfront capital costs and first year maintenance expenditure, the City Manager executed the Premium Lighting Agreement with FPL, attached as Exhibit "A," for the Program for the Street Lighting (the "Agreement") and is seeking City Commission ratification of the City Manager's execution of the Agreement; and

WHEREAS, City staff recommends ratifying execution of the Agreement with FPL for the P-1 Lighting Program, attached as Exhibit "A".

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

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

Section 2. The City Manager’s execution of the Agreement with FPL, attached as Exhibit “A”, is hereby ratified and confirmed as authorized and effective as of the date of the City Manager’s execution of the Agreement.

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

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

Section 5. This Resolution shall take effect immediately upon adoption; however, the City’s approval of the Agreement and the City Manager’s execution of the Agreement are hereby ratified and confirmed as effective as of the date of the City Manager’s execution of the Agreement.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

FPL Account Number: **47392-53450**FPL Work Order Number: **11014388****PREMIUM LIGHTING AGREEMENT**

In accordance with the following terms and conditions, **CITY OF DEERFIELD BEACH** (hereinafter called the Customer), requests on this **22nd** day of **November, 2021**, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of premium lighting facilities at (general boundaries) **V/O 2032 NE 2nd st (S Curve-State Rd A1A)**, located in **Deerfield beach/Broward**, Florida.
(city/county)

(a) Installation and/or removal of FPL-owned facilities described as follows:

<u>Lights Installed</u>			<u>Lights Removed</u>		
Fixture Rating (in Lumens)	Fixture Type	# Installed	Fixture Rating (in Lumens)	Fixture Type	# Removed
1934	LED Bern 56watt Front	18			
1934	LED Bern 56watt Rear	17			
6808	LED Bern 58watt	4			

<u>Poles Installed</u>		<u>Poles Removed</u>	
Pole Type	# Installed	Pole Type	# Removed
Black Washington Concrete	39		

(b) Modification to existing facilities other than described above (explain fully): _____

Total work order cost is **\$252,808.00**

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

- To install or modify the premium lighting facilities described and identified above (hereinafter called the Premium Lighting System), furnish to the Customer the electric energy necessary for the operation of the Premium Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective Premium Lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive Premium Lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

- To purchase from FPL all of the electric energy used for the operation of the Premium Lighting System.
- To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective Premium Lighting rate schedule on file at the FPSC or any successive Premium Lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this Agreement.
- To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Premium Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the premium lighting facilities.

IT IS MUTUALLY AGREED THAT:

6. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional Premium Lighting Agreement delineating the modifications to be accomplished. Modification of FPL premium lighting facilities is defined as the following:

- a. the addition of premium lighting facilities;
- b. the removal of premium lighting facilities; and
- c. the removal of premium lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective Premium Lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

7. FPL will, at the request of the Customer, relocate the premium lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL premium lighting facilities.
8. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
9. FPL will ensure the facilities remain in working condition and it will repair any facilities as soon as practical following notification by the Customer that such work is necessary. The Company agrees to make reasonable effort to obtain facilities for use in repairs or replacement to match the original facilities. The Company, however, does not guarantee that facilities will always be available as manufacturers of facilities may no longer make such facilities available or other circumstances beyond the Company's control. In the event the original facilities are no longer available, FPL will provide and the Customer agrees to a similar kind and quantity.
10. This Agreement shall be for a term of twenty (20) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement cost.
11. The Customer will pay for these facilities as described in this Agreement by paying a lump sum of \$302,384.00 in advance of construction.
12. The monthly Maintenance Charge is \$776.10. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.
13. The monthly Billing Charge is \$N/A. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.
14. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
15. Should the Customer fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
16. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Premium Lighting Agreement by giving the Company at least (90) ninety days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount computed by applying the Termination Factors, as stated in rate schedule PL-1, to the total work order cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sum in lieu of a monthly payment. At FPL's discretion, the Customer will be responsible for the cost to the utility of removing the facilities.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
20. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

CITY OF DEERFIELD BEACH
Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By: _____
Signature (Authorized Representative)

(Print or type name)

Title: _____

By: _____
(Signature)

(Print or type name)

Title: _____



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-1090

Agenda Date: 1/4/2022

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with the Urban Land Institute Southeast Florida/Caribbean District Council for a technical assistance panel to conduct comparisons of potential commuter rail station locations; authorizing execution of the Agreement in an amount not to exceed \$25,000.00; providing for an effective date. (Funds from Account #001-1500-552-32-99 - Other Contractual Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$25,000

Account Name: Other Contractual Services

Account Number: 001-1500-552-32-99

Background/History

In 2020, the City contracted with the Urban Land Institute ("ULI") to undertake a redevelopment study known as a Technical Advisory Panel ("TAP") for the Central City area of Deerfield Beach. The TAP was comprised of land development professionals from across the South Florida region whose specialties included land use, transportation, landscape architecture, market analysis, commercial development and infrastructure. The TAP delivered recommendations to the City that were well received by the community and are now in the process of implementation.

Current Activity

In August 2020, the Florida Department of Transportation ("FDOT") delivered an Advanced Notification ("AN") to the City of Deerfield Beach regarding the Planning, Development and Engineering ("PD&E") Study for the Broward Commuter Rail service that is being planned for implementation. The AN provided formal notification that a commuter rail station is planned to be located in Deerfield Beach in the vicinity of East Hillsboro Boulevard and South Dixie Highway.

In the AN, two potential station locations at the 100 and 400 blocks of South Dixie Highway were considered. City staff requested that a potential station location near Eller Drive and City Hall also be considered. FDOT indicated that the latter location is not feasible due to the site's proximity to a curve in the rail and associated poor visibility and safety issues.

Based on preliminary analysis, City staff have indicated that the potential location in the 100 block of

South Dixie Highway is not desirable as it entails a 500 space surface parking lot on the west side of Dixie Highway that would require commuter rail users to cross Dixie Highway on foot to access the platform. Also, this location would require a significant easement through a privately owned self-storage operation and potentially block the east/west movement of traffic along Hillsboro Boulevard when a train was stopped at the station.

The station location in the 400 block of South Dixie appears to have the greatest potential for feasibility based on preliminary staff review. The site consists of 18 parcels totaling roughly 9 acres owned by LLD, LLC - an owner locally known as Lanzo Linings Company.

Staff has asked the ULI TAP to conduct comparisons of the station locations recommended by FDOT and a highest and best use analysis and conceptual design for the SE 4th Street site.

Recommendation

Staff recommends approval of the agreement with the ULI.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AGREEMENT WITH THE URBAN LAND INSTITUTE SOUTHEAST FLORIDA/CARIBBEAN DISTRICT COUNCIL FOR A TECHNICAL ASSISTANCE PANEL TO CONDUCT COMPARISONS OF POTENTIAL COMMUTER RAIL STATION LOCATIONS; AUTHORIZING EXECUTION OF THE AGREEMENT IN AN AMOUNT NOT TO EXCEED \$25,000.00; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Urban Land Institute Southeast Florida/Caribbean District Council (“ULI”) is a renown global organization specializing in cross disciplinary real estate and land use expertise that sets the standard for excellence in the field of development; and

WHEREAS, in 2020, the City contracted with the Urban Land Institute (“ULI”) to undertake a redevelopment study known as a Technical Advisory Panel (“TAP”) for the Central City area of Deerfield Beach; and

WHEREAS, in August 2020, the Florida Department of Transportation (“FDOT”) delivered an Advanced Notification (“AN”) to the City regarding the Planning, Development, and Engineering Study for the Broward Commuter Rail service that is being planned for implementation; and

WHEREAS, the AN considers two potential station locations at the 100 and 400 blocks of South Dixie Highway and City staff requested that a potential station location near Eller Drive and City Hall also be considered; and

WHEREAS, the City has asked the ULI TAP to conduct comparisons of the different station locations recommended by FDOT and the location suggested by the City (the “Services”); and

WHEREAS, ULI has the necessary skills and unique experience with the City and Dixie Highway corridor; and

WHEREAS, City Code Section 38-116(3)(b) authorizes the procurement of specialized professional services to be made without utilizing a sealed competitive method or written quotations method; and

WHEREAS, City staff recommends approving and authorizing execution of the agreement with ULI, attached as Exhibit “A,” for the Services in an amount not to exceed \$25,000.00 (the “Agreement”).

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

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

Section 2. The City Commission hereby approves the Agreement with ULI, attached as Exhibit “A,” for the Services in an amount not to exceed \$25,000.00.

Section 3. The City Commission hereby authorizes the City Manager to execute the Agreement with ULI, attached as Exhibit “A,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



MEMORANDUM

TO: Ivelsa Guzman, Purchasing Manager
FROM: Kris Mory, Director of Economic Development **Kris Mory**
DATE: September 25, 2020
RE: Compliance with City Procurement Code

Please be advised that the attached scope of services from the Urban Land Institute is exempt from procurement as per the City of Deerfield Beach Procurement Code Section 38-133 2.a.

The services of the Urban Land Institute (ULI) Technical Advisory Panel (TAP) are unique in nature and therefore not subject to competitive bidding. The not for profit ULI is a renown global organization specializing in cross disciplinary real estate and land use expertise that sets the standard for excellence in the field of development. The redevelopment of the Deerfield Beach Central City are is a highly complex initiative requiring expertise in multiple areas including, but not limited to urban and regional planning, real estate finance and development, housing demand specialists, market analysis, parking planning and strategy, social and economic policy expertise, funding and investment advisory, crime prevention techniques and organizational management experts. The hands-on expertise of the ULI's highly skilled, cross-disciplinary membership is uniquely qualified to provide consulting services commensurate with the project's wide array of redevelopment areas of concern. The body of knowledge that will be dedicated to the Deerfield Beach Central City Redevelopment Study is without peer in the field of professional consulting.

Please contact me directly if you have questions regarding this procurement.



City of Deerfield Beach Commuter Rail Station

Urban Land Institute Technical Advisory Panel

Scope of Work

January 2022

City of Deerfield Beach Commuter Rail Station

Background

Deerfield Beach is a city in Broward County, Florida, just south of the Broward/Palm Beach County line, with Boca Raton to the north, Pompano Beach to the south and Coconut Creek to the west. The city enjoys a superb locational advantage with three expressways that run through it - Interstate 95, the Florida Turnpike and the Sawgrass Expressway, offering ease of access and making it ideally situated as a manufacturing and distribution hub.

Contained within an area of about 16 square miles, Deerfield Beach has a population of 85,854 with a median household income of \$45,581 and 31,863 households. The ethnicity of its population is 64.5 percent white, 27.5 percent African American, and 18.6 percent of Hispanic origin. The City's median age is 42.5.

The Florida Department of Transportation (FDOT) recently commenced a Project Development and Environment (PD&E) Study for the Broward Commuter Rail (BCR) along the Florida East Coast (FEC) Railway from the southernmost point Aventura in Miami-Dade County to northernmost point Deerfield Beach in Broward County.

The BCR commuter rail service is a 27-mile segment that will include the necessary rail, signaling, safety and communications improvements, and passenger stations and amenities connecting to existing and planned local and regional transit services. Six potential stations are being studied and evaluated within the study limits. The station areas are Deerfield Beach, Pompano Beach, Oakland Park/Wilton Manors, Downtown Fort Lauderdale, Fort Lauderdale-Hollywood International Airport/Dania Beach, and Hollywood/Hallandale Beach. Final selection of the station locations will be made by the Broward County Board of Commissioners and the Broward Metropolitan Planning Organization. (Attachment A)

Deerfield Beach officials, staff and stakeholders recognize the potential benefits of a commuter rail station and support a station in Deerfield Beach. Benefits include economic growth, residential and mixed-use development, enhanced quality of life for residents and the City's workforce, transit incentives and options to the public, and environmental and traffic benefits. Plans for surrounding

Pioneer Grove Local Activity Center and the Central City Redevelopment Study both call for these improvements. (Attachment B)

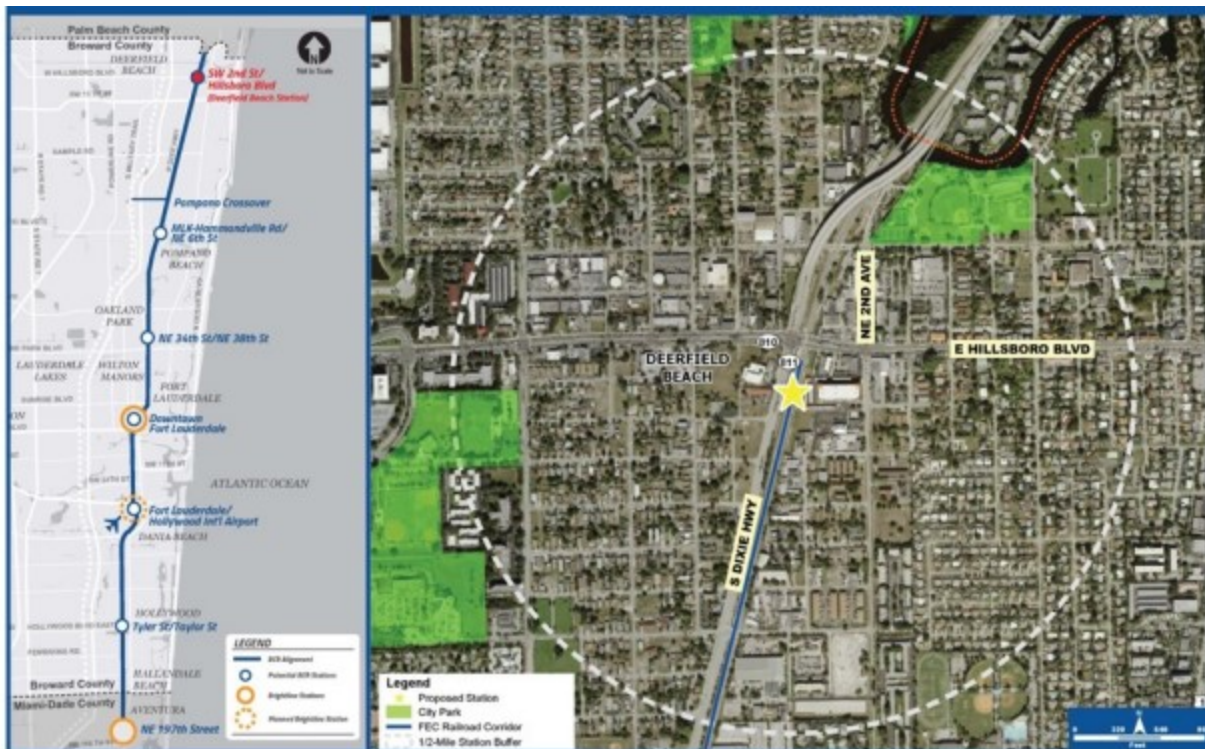
In August 2021, the city received an Advanced Notification (AN) package outlining the project scope and the Memorandum of Understanding (MOU) between FDOT and District 4. (Attachment C)

Study Areas

With the long-awaited arrival of regional commuter rail transit and construction of a Deerfield Beach Station, Deerfield Beach faces a need to secure the best outcome for the city and plan for transit-oriented development (TOD) in the larger station district (District).

Hillsboro Boulevard Potential Site

The Deerfield Beach station location is identified in the AN package as generally between SW 2nd Street to Hillsboro Boulevard (Map 1). This site is not the primary subject of this ULI TAP study.



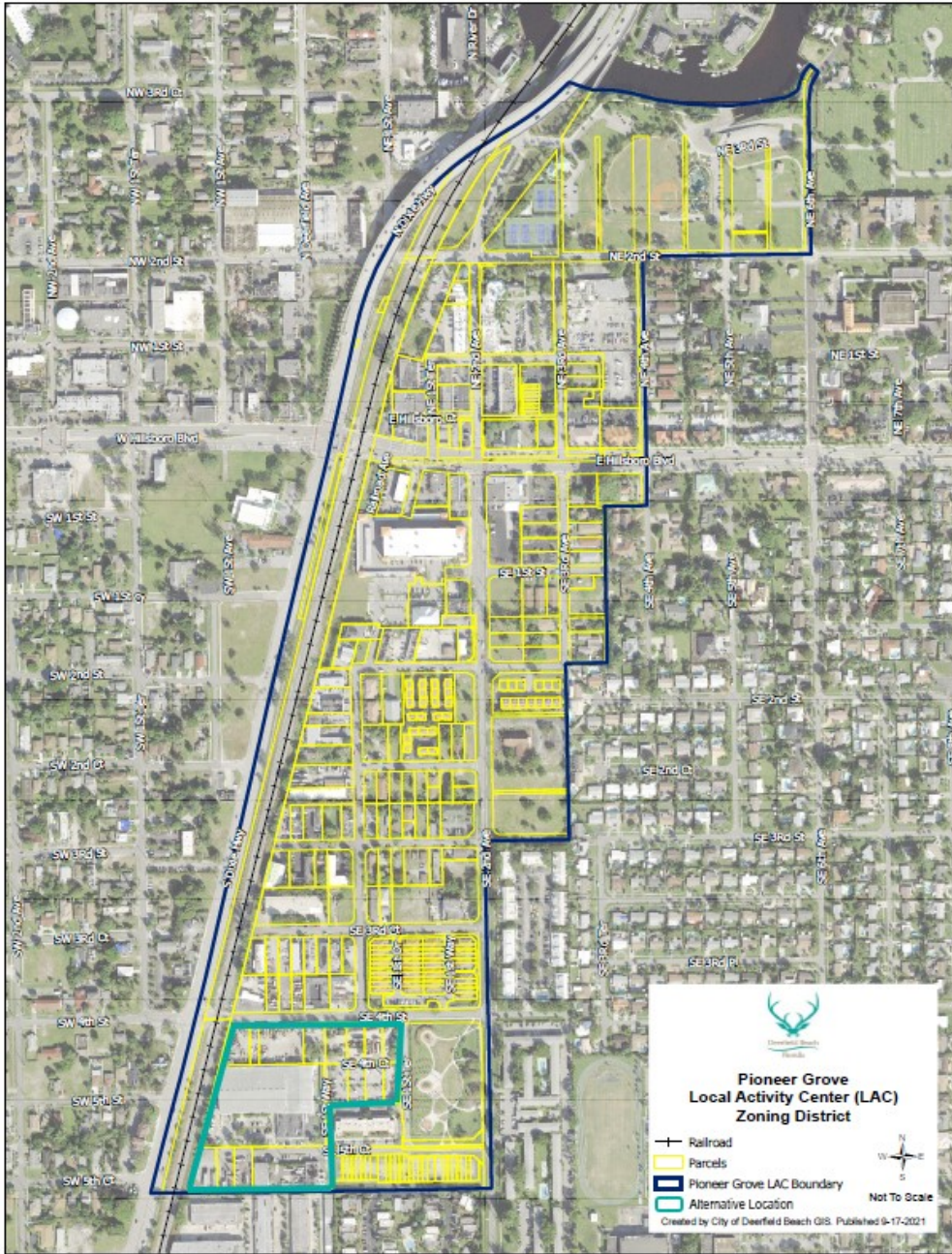
Map 1 – Hillsboro Boulevard Station

The city welcomes the opportunity to discuss an alternative location in more detail with FDOT that could involve public-private partnerships and better suit its redevelopment initiatives for the area. The area between SW 2nd Street and Hillsboro Boulevard has undergone redevelopment in recent years and the city would like to understand how the current proposed platform and station footprints would fit in the proposed location and integrate with surrounding land uses.

SE 4th Street Potential Site

The City responded to the AN by suggesting alternative site that is larger and comprised of privately owned parcels along the corridor that may be more suitable to accommodate the station/platform design and assists in achieving mutual local and regional planning and redevelopment objectives. Locations at NE 2nd Street and SE 4th Street on the east side of the rail line provide excellent opportunities to accommodate a future commuter rail station and promote public-private redevelopment opportunities within the Pioneer Grove LAC (Map 2).

Also, with the SW 10th Street Connector, regional connectivity will be improved by connecting Florida's Turnpike/Sawgrass Expressway with I-95, which includes improvements at the SW 10th Street Interchange, the Hillsboro Boulevard Interchange, the alternative location being closer to 10th Street will increase capacity and regional significance.



Map 2 - Pioneer Grove

Scope of Service

Comparison of FDOT proposed sites

The City asks the panel to conduct comparisons of two different station locations, namely the location recommended by FDOT (Hillsboro Site) and the alternative location suggested by the City (SE 4th Street Site) taking into consideration that although the choice will be based in part upon feasibility determined by the agency, the potential for long-term value to the City and its residents should also drive the choice of station location.

SE 4th Street Site Evaluation and Analysis

The City of Deerfield Beach is asking the TAP panel to explore answers to the following key questions:

- Is the project consistent with existing plans and vision for the area?
- How would the SE 4th Street site maximize the potential benefits of commuter rail in Deerfield Beach, the surrounding neighborhood, and the overall feasibility of a station at this specific location?
 - Surrounding roadway network level of service
 - Surrounding bike and pedestrian network
- What is the highest and best use of this site in terms of mix of uses, development density, and parking strategies for this site?
- Conceptual station design recommendations and cost estimate
 - Infrastructure
 - Platforms
 - Site access
 - Parking
 - Environmental and Permitting
 - Stormwater Management
 - Landscaping
 - Utilities
 - Management and Engineering Services
- What is the best way for the City of Deerfield Beach to support the success of the Deerfield Beach Commuter Train Station at the suggested privately owned location?

- What incentives could be utilized, or outside funding be leveraged to bring in even further development at the site?
- What can the city anticipate the Return on Investment (ROI) of the Transit Oriented Development (TOD) be?

Technical Assistance Panel (TAP) Agreement

This Technical Assistance Panel Agreement (the “Agreement”) is entered into effect January _____ 2022 by an agreement between ULI – The Urban Land Institute on behalf of the Urban Land Institute Southeast Florida/Caribbean District Council (“ULI”) and the City of Deerfield Beach (the “Agency”). The foregoing entities are collectively referred to herein as the “Parties.”

- I. **SERVICES; SCHEDULE OF PERFORMANCE:** The Services to be provided involve a technical assistance panel (“TAP”) to be held in February and March 2022. The TAP program and the schedule of services to be provided by ULI are more particularly described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference. Unless otherwise specified in Exhibit A, services on the TAP shall begin immediately and the TAP shall be completed approximately 45 days after the TAP is held, unless extended by the parties in writing.
- II. **STANDARD OF CARE:** ULI shall perform all services under this Agreement in a skillful and competent manner, consistent with all applicable laws and with the educational mission of ULI. ULI warrants that all TAP work product will not infringe upon the intellectual property rights of any third party. Except as stated above, ULI makes no express or implied warranties regarding the work product to be provided hereunder, and all work product is provided “AS IS.”
- III. **COMPENSATION:** Compensation for the above TAP services shall be \$25,000. The first installment of \$12,500 will be paid upon signing the agreement. The second and final installment of \$12,500 will be paid after TAP occurs and when the Agency receives the final report. In the event the Agency cancels the TAP assignment, the initial payment is non-refundable and Agency shall be responsible for any additional costs incurred by ULI up to the date of cancellation. Flexibility around virtual components, social distancing, and other safety measures will be mutually agreed upon due to the nature of the current pandemic.
- IV. **USE/OWNERSHIP OF WORK PRODUCT:** Any work product arising from the TAP shall be considered a “work made for hire” and shall belong to the Agency, and any ULI recommendations arising out of the TAP may or may not be implemented by the Agency in its discretion. Notwithstanding the foregoing, it is further understood that ULI shall have a non-transferable royalty-free perpetual license to make such non-commercial use of the TAP work product as it may deem desirable, and the Agency hereby specifically agrees that ULI may publish and disseminate any TAP report or any part thereof in conjunction with its programs.
- V. **TERMINATION:** This Agreement may be terminated in the event of a material breach by a party, which breach is not cured within fifteen (15) days after written notice thereof from the non-breaching party. The Agency may terminate this Agreement at any time with or without cause. If this Agreement is terminated for any reason by Agency prior to completion of the TAP project, ULI shall be entitled to be paid in full for those services adequately completed prior to the notification of termination.
- VI. **Force Majeure:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, disease or pandemic, and governmental prohibition. The non-declaring Party

may cancel the Agreement without penalty if performance does not resume within 30 days of the declaration of force majeure. In the event of such cancellation, ULI shall be paid the reasonable value of the services completed through the date of the declaration of force majeure.

- VII. Notices:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the Agreement using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time the notice is actually received. Either Party may change the contact information by providing notice to the other Party as provided in this Notices section.
- VIII. Confidential Information:** Subject to Chapter 119, Florida Statutes, and any other applicable law, each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this Agreement or thereafter. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information; or is required to be disclosed pursuant to applicable law.
- IX. Public Records:** To the extent that any of the Florida Public Records laws apply to ULI's services under this agreement, ULI agrees to the following:
- a. ULI agrees to keep and maintain applicable public records in ULI's possession or control in connection with ULI's performance under this Agreement. ULI additionally agrees to comply specifically with the applicable provisions of Section 119.0701, Florida Statutes.
 - b. ULI shall ensure that applicable public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to Agency.
 - c. Upon request from Agency custodian of public records, ULI shall provide Agency with a copy of the applicable requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
 - d. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Agency.
 - e. Upon completion of this Agreement, transfer, at no cost, to Agency all public records in possession of ULI or keep and maintain public records required by Agency to perform the service. If ULI transfers all public records to Agency upon completion of this Agreement, ULI shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ULI keeps and

maintains public records upon completion of this Agreement, ULI shall meet all applicable requirements for retaining public records. All records stored electronically by ULI shall be delivered to Agency, upon request from the Agency's Custodian of Records, in a format that is compatible with the Agency's information technology systems.

- f. Any compensation due to ULI shall be withheld until all records are received as provided herein.
- g. ULI's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by Agency.

Section 119.0701(2)(a), Florida Statutes

IF ULI HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ULI'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Public Records: SAMANTHA GILLYARD, CITY CLERK
Mailing address: 150 N.E. 2ND AVE.,
DEERFIELD BEACH, FL 33441
Telephone number: 954-480-4213
Email: WEB.CLERK@DEERFIELD-
BEACH.COM

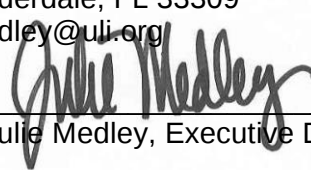
- X. *Independent Contractor:*** ULI shall act as an independent contractor and not an agent, partner, employee, or joint venturer with the Agency. All payments by the Agency shall be made on that basis and shall be without the withholding of any taxes.
- XI. *INDEMNIFICATION:*** Each party shall be fully responsible for the acts or omissions of their own agents or employees. Nothing in this Agreement shall be deemed or treated as a waiver by the Agency of any immunity to which it is entitled by law, including but not limited to the Agency's sovereign immunity as set forth in Section 768.28, Florida Statutes.
- XII. *INSURANCE.*** ULI shall provide the Agency with evidence of workers compensation insurance that complies with the laws of the state of Florida. Other insurance will be as the City specifies before execution of this Agreement and must be issued by an insurance company rated B+ or better (A.M. Best rating), together with an endorsement naming the City as an additional or named insured. Evidence of such required insurance must be provided before any work is commenced by ULI under this Agreement.
- XIII. *GOVERNING LAW; VENUE; ATTORNEY'S FEES:*** This Agreement shall be interpreted in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. Any action brought to interpret or enforce any term of this Agreement shall be brought in a court of competent jurisdiction in Broward County, Florida.

- XIV. ASSIGNMENT; AMENDMENT:** Neither party may assign or transfer this Agreement or any rights hereunder without the written consent of the other party. This Agreement may not be modified or altered except in writing signed by both parties hereto. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- XV. ENTIRE AGREEMENT; CONSTRUCTION & CAPTIONS:** This Agreement represents the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.
- XVI. No Waiver.** None of the terms or provisions of this Agreement shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.
- XVII. Severability.** In the event that a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.
- XVIII. Exhibits.** The exhibits to this Agreement are incorporated by reference herein, and the Parties agree to comply with all of the terms and conditions set forth in such exhibits. To the extent that there is a conflict between an exhibit and this Agreement, the terms of this Agreement shall control.
- XIV. Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will constitute one and the same instrument and will be effective as of the Effective Date.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties by their authorized representatives have executed this Agreement effective as of the date first set forth above.

ULI SOUTHEAST FLORIDA, a Florida not-for-profit corporation

500 West Cypress Creek Road, #120
Fort Lauderdale, FL 33309
Julie.Medley@uli.org

By: _____
Julie Medley, Executive Director

Date 12-17-21

CITY OF DEERFIELD BEACH, a
Florida municipal corporation

150 N.E. 2nd Avenue
Deerfield Beach, FL 33441

ATTEST:

By: _____
David Santucci, City Manager

Samantha Gillyard, CMC, City Clerk

APPROVED AS TO FORM:

Anthony C. Soroka, City Attorney

Exhibit A Scope of Services

Pursuant to this Agreement, the ULI agrees, at its expense:

1. To provide a Technical Assistance Panel ("TAP") panel of persons composed of members of ULI and others who collectively have a varied and broad experience and knowledge applicable to the particular problems to be considered, including the planning, development and redevelopment of land and the ownership, management and financing of real property. The members of the TAP panel shall be subject to the reasonable approval of the Agency.
2. To arrange for the TAP panel members to visit the location upon which its recommendations are sought. During that time, the TAP panel, directly and through its staff, will study the designated area; consult with public and private officials, representatives of other relevant organizations, and other individuals familiar with the problems involved; and prepare its report, conclusions and recommendations, which will be presented to the Agency and its invited guests in oral form at the close of the assignment.
3. To pay reasonable travel, overnight lodging, and meals for TAP panel members, as needed.
4. To provide the Agency with a written report of the study, its conclusions and recommendations. Fifteen (15) printed copies and an electronic copy of the report will be provided at no extra charge.

The Agency agrees, at its expense:

1. To furnish each TAP panel member with such pertinent background data in electronic format (preferred) and hard copy in the form of reports, plans, charts, etc., as may be presently available or readily developed for the preliminary study of the panel, no less than two weeks prior to the date on which the TAP panel will meet. Especially needed are area demographic data and any additional studies done on the study area. Advice on a template for this paper can be provided to the Agency by ULI.
2. To arrange, insofar as possible, to have appropriate persons, including public officials and private parties, representatives of the relevant organizations, and others, available for the purpose of consulting with and furnishing information to the TAP panel on specific matters relevant to the assignment as may be necessary and advisable.
3. To provide transportation and guides to be used by the TAP panel for any necessary inspection of the study area and its environs.
4. To provide meeting, audio visual needs and work space for the TAP panel during the two-day session onsite in the City of Deerfield Beach.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-1089

Agenda Date: 1/4/2022

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Facility Use and Grant Agreement with Little League Baseball, Inc. dba Deerfield Beach Little League for Youth Baseball Programs; approving a \$10,000 grant to support the Youth Baseball Programs within the City; providing for execution, severability and an effective date. (Funds from Account #001-7025-572-39-14 - Athletic Program Supplement)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$10,000

Account Name: Athletic Program Supplement

Account Number: 001-7025-572-39-14

Background/History

Deerfield Beach Little League is a Florida not-for-profit corporation that provides youth baseball programs for ages 3 to 15.

Current Activity

Deerfield Beach Little League has requested the use of City athletic facilities to conduct their Youth Programs for the 2022 season; whereas, the grant application is included in the agenda packet.

Recommendation

City staff recommends approving and authorizing execution of a Facility Use and Grant Agreement with the Deerfield Beach Little League to support the Youth Programs within the City and approving \$10,000 in supplemental funding for the Deerfield Beach Little League to support the Youth Programs.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A FACILITY USE AND GRANT AGREEMENT WITH LITTLE LEAGUE BASEBALL, INC. DBA DEERFIELD BEACH LITTLE LEAGUE FOR YOUTH BASEBALL PROGRAMS; APPROVING A \$10,000 GRANT TO SUPPORT THE YOUTH BASEBALL PROGRAMS WITHIN THE CITY; PROVIDING FOR EXECUTION, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Little League Baseball, Inc. dba Deerfield Beach Little League (the “Little League”) is a not-for-profit corporation that provides youth baseball programs for youth ages 3 to 15 years old; and

WHEREAS, the City owns and operates certain facilities that are suitable for use by the Little League for its Youth Baseball Programs (the “Youth Programs”); and

WHEREAS, the Little League has requested the use of the Middle School Athletic Complex, Pioneer Park, Oveta McKeithen Recreational Complex, Quiet Waters Elementary School Field, and Deerfield Beach High School to conduct its Youth Programs within the City of Deerfield Beach (the “Facility Use”); and

WHEREAS, the Little League has submitted a grant application and budget proposal to the City and has requested funding to support the Youth Programs within the City; and

WHEREAS, City staff recommends approving the Facility Use, and a Facility Use and Grant Agreement with the Little League, attached as Exhibit “A”, (the “Agreement”) to support the Youth Programs within the City; and

WHEREAS, the City Commission finds that it is in the best interest of the City to authorize and approve the Facility Use, approve a \$10,000 grant to the Little League to support the Youth Programs (the “Youth Sports Grant”), and authorize execution of the Agreement with the Little League.

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

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

Section 2. The City Commission hereby authorizes and approves the Facility Use by the Little League for the Youth Programs subject to the terms of the Agreement.

Section 3. The City Commission finds that the Youth Sports Grant to the Little League for \$10,000 in accordance with the terms of the Agreement serves the public interests of the citizens of the City and is hereby approved.

Section 4. The City Commission approves the Facility Use and Grant Agreement with the Little League, attached as Exhibit “A,” for the Facility Use and Youth Sports Grant. The Mayor and City Manager are authorized to execute the Agreement with the Little League, attached as Exhibit “A,” together with such non-substantial changes that are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 5. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 6. Should any section, provision or word of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.

Section 7. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

**FACILITY USE AND GRANT AGREEMENT
BETWEEN THE CITY OF DEERFIELD BEACH
AND DEERFIELD BEACH LITTLE LEAGUE**

This Agreement (the "Agreement") is made and entered into this ____ day of January 2022, between the City of Deerfield Beach, Florida, (the "CITY"), and the Little League Baseball, Inc., d/b/a/ Deerfield Beach Little League (the "LICENSEE").

WHEREAS, LICENSEE is a Florida not-for-profit corporation that provides youth baseball programs for youth ages 3 to 15 years old; and

WHEREAS, the City owns and operates the athletic facilities, which are suitable for use by the LICENSEE for its Youth Baseball Programs (the "Youth Programs"); and

WHEREAS, LICENSEE desires to obtain a non-exclusive license to use areas of the athletic facilities approved by the City set forth in the attached Exhibit "A" (the "Permitted Area") to administer LICENSEE'S baseball programs, games, and events within the City (the "Athletic Events"); and

WHEREAS, LICENSEE has submitted a grant application and budget proposal to the City and has requested funding to support the Youth Programs within the City; and

WHEREAS, the CITY agrees to permit LICENSEE to conduct LICENSEE's Youth Programs at the Permitted Area and to provide grant funding to support the Youth Programs within the City, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, CITY and LICENSEE do hereby agree as follows:

Section 1. Recitals. The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are incorporated herein.

Section 2. Scope of Work. LICENSEE shall administer the Youth Programs for the 2022 season within the City at the Permitted Area in accordance with the Scope of Services, attached as Exhibit "A", and the terms and conditions of this Agreement.

Section 3. Term. This Agreement shall take effect upon the date of execution by the parties and shall continue until December 31, 2022 (the "Term"), unless terminated as permitted herein. This Agreement may be renewed for two additional one year terms concluding December 31, 2023 and December 31, 2024, respectively, by the City Manager prior to the end of the then existing term, upon mutual written agreement by the parties.

Section 4. Licensee's Responsibilities.

- a. *Security Deposit.* Upon execution of this Agreement and prior to conducting any Athletic Events at the Permitted Area, LICENSEE shall pay a \$500.00 security deposit to the City.
- b. *Non-profit Status.* Upon execution of this Agreement, LICENSEE shall provide the City with a copy of LICENSEE'S non-profit corporate status and any reasonable supporting documentation that may be requested by the City to verify such status.
- c. *Coaching Certifications.* Prior to the first official game of each season of each Youth Program, LICENSEE shall provide the City with (i) copies of the certifications required by their respective league for each individual that will be providing coaching services, or (ii) a certified letter by the President of the respective Youth Program league stating the names of the league's certified volunteers.
- d. *Scheduling.* LICENSEE shall provide a schedule of practices, games, meetings and events to the CITY no later than one month before the start of the season, based on availability of City fields. The LICENSEE must attain from the City, a facility use permit (at no additional cost) for all scheduled activity. Any and all amendments to original schedule must be submitted in writing five (5) business days prior to actual rescheduled practices, meetings, games or events to the Parks & Recreation Director or designee. It is understood by LICENSEE that it is one of many users of the park facility and that the CITY may not in all cases be able to permit the exclusive use of the park at all the times desired by LICENSEE.

LICENSEE acknowledges that all City run programs and functions take priority over scheduling of all other outside programming. All meetings and registrations that take place in the Permitted Area facilities must be approved by the City a minimum of two weeks prior to the event. All Licensee activities must fall within the Permitted Area's normal operating hours, unless approved by the Parks and Recreation Director in writing.

- e. *Rosters.* LICENSEE shall provide a set of initial rosters to the City one (1) week prior to the start of scheduled games for each Youth Program. LICENSEE will provide final rosters to the City at the midpoint (middle of game schedule) of the season.
- f. *Financials and Tax Return.* LICENSEE shall submit Audited Financials to the City at the end of each Youth Program season under this Agreement. In accordance with the City's policy for grant funds in excess of \$10,000, LICENSEE shall provide to the City a tax return for LICENSEE's fiscal year in which the grant funds are received from the City.

- g. *Damage to Facilities.* LICENSEE recognizes that the Permitted Area is a community focal point that the CITY wishes to maintain in pristine conditions. LICENSEE agrees it will take no action that would cause damage to the Permitted Area. In this regard, LICENSEE agrees not to cause damage to the landscaping or foliage to the Permitted Area. LICENSEE shall not cause any litter or debris to be left on the Permitted Area. Moreover, LICENSEE shall ensure that there shall be no consumption of alcoholic beverages or illicit drugs in the Permitted Area. LICENSEE agrees to a fine of \$100 per violation, if there is a violation of the aforementioned provision, which amounts may be deducted from any funds to be provided to Licensee by the City, if any. If there are conditions that occur during the Athletic Events that require an adjustment of security deposit returned at the conclusion of the Athletic Events, LICENSEE shall pay any overages of fees within ten (10) days of the conclusion of the Athletic Events.
- h. *Clean-up of Permitted Areas.* Immediately after each Athletic Event, the LICENSEE shall be responsible for cleaning all ball fields and facility areas used during the administration of any Athletic Events, including, but not limited to cleaning all fields, recreational buildings, dugouts, fence lines, and playground areas. LICENSEE furthers agrees to ensure that all trash will be placed in CITY receptacles. LICENSEE agrees to a fine of \$100 per violation for failure to adhere to this subsection, which amounts may be deducted from any funds to be provided to Licensee by the City. A representative of the CITY may inspect and document the condition of the Permitted Area the day of or the day after an Athletic Event, and may take photographs of the Permitted Area. LICENSEE, at the conclusion of the Athletic Events, must restore the site to a condition equal to that existing on the day prior to the Athletic Events. LICENSEE shall pay all costs for the repair and replacement of CITY property that occurs during the Athletic Events.
- i. *Emergency Access and Dangerous Conditions.* LICENSEE agrees to provide all emergency access required by the CITY and its employees for the safety and welfare of the community and those attending the Athletic Events, and proper entrances into any gates that are locked. If, in the course of LICENSEE's operations, CITY or its officers, agents and employees become aware of any condition in or about the Permitted Area which may be dangerous, LICENSEE shall immediately correct such condition or cease operations upon being notified so as not to endanger persons or property.

Section 5. Background Checks. LICENSEE shall comply with the City's Sports Volunteer Background Screening Policy, Section 50-80 of the City Code, as such policy may be amended from time to time (the "Policy").

- a. LICENSEE shall be required to perform a Level II background check on all of LICENSEE's board members and volunteers and LICENSEE's employees

coaches, agents, and other volunteers who may utilize a City Facility and have direct contact with youth sports participants (each is a "Volunteer") and the results of such background checks shall be provided to the City prior to any Volunteer utilizing a City Facility for youth sports. City agrees to pay for the required background checks during the Term of this Agreement.

- b. Level II Background checks for all Volunteers shall be conducted on an annual basis for each year of this Agreement. Volunteers shall be prohibited from participating in youth sports at any City Facilities or in any of the Youth Programs within the City in the event: (i) they have not had a current Level II background check conducted, or (ii) the results of their Level II background check reveal any of the disqualification factors set forth in the Policy, unless and until such Volunteer successfully appeals the disqualification in accordance with the Policy.
- c. By signing this Agreement, LICENSEE acknowledges that LICENSEE has read and understands the Policy and agrees to abide by the background screening qualification standards set forth in the Policy with respect to LICENSEE's Volunteers. Further, LICENSEE agrees to provide written notice to the City immediately upon LICENSEE's knowledge of any occurrence that, under the Policy, would disqualify any Volunteer. The City shall have the right to immediately terminate this Agreement upon written notice to LICENSEE if LICENSEE fails to abide by the Policy.
- d. *Affidavit.* LICENSEE shall be required to submit an affidavit on a form provided by or approved by the City certifying that the youth sports organization will not use any Volunteer who has direct contact with youth sports participants who has failed the background check based upon the criteria set forth in Section 50-80 of the City Code or Section 943.0438, Fla. Stat., as may be amended from time to time. Such affidavit shall be submitted to the City Manager or designee prior to conducting any youth sports activity under this Agreement.

Section 6. Insurance and Indemnification.

- a. *Insurance.* LICENSEE shall provide the CITY with a copy of LICENSEE's liability insurance upon execution of this Agreement and prior to any Athletic Event taking place. LICENSEE shall maintain no less than the following amounts of insurance:

(1) Comprehensive general liability	\$1,000,000
(2) Property damage	\$1,000,000
(3) Automotive liability	\$1,000,000
(4) Worker's compensation	statutory requirement

The general liability and property damage insurance shall, at a minimum, cover the coaches and the youth participants who are participating in any Youth Program or Athletic Event.

Each policy shall name the CITY as an additional insured and the LICENSEE shall deliver to the CITY a copy of the certificate of insurance evidencing the existence of the policies. Each certificate shall provide that the CITY will be afforded 30-day prior written notice of cancellation of any of the policies for any reason. The insurance shall only be written by companies rated B+ or higher, according to the most recent issue of Best Insurance Rating Guide. The certificate shall be submitted with a cover letter addressed to the CITY from the LICENSEE's insurance agent or agents stating that they have read the provisions of this section and that the insurance provided meets the minimum requirements of this section.

The insurance shall contain the following endorsement:

In addition to the coverage stated in the body of the policy, the policy shall indemnify and hold harmless the CITY, its officers, agents and employees from all claims for bodily injuries to the public in and up to the amount of \$1,000,000.00 for each occurrence and for all damages to the property of others in and up to the amount of \$1,000,000.00 for each, including costs of investigation, all expenses of litigation, including reasonable attorney's fees and the cost of appeals arising out of any claims or suits because of any and all acts or omission or commission by the LICENSEE, its agents, servants, or employees, or through the mere existence of the project under contract.

All policies shall be on an occurrence basis rather than a claims-made basis.

The City reserves the right to require additional insurance coverage, including but not limited to improper sexual conduct and physical abuse liability coverage, and to adjust minimum insurance coverage requirements based on the programs and activities of the LICENSEE.

- b. The LICENSEE shall be responsible to the CITY for the acts and omissions of any subcontractor(s) or person(s) employed by Licensee or Volunteers or any other person authorized by the LICENSEE to participate in the Programs.
- c. *Indemnification.* In addition to the insurance to be provided, LICENSEE agrees to indemnify, defend and hold the CITY, including City's officers, agents and employees, harmless against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorney's fees) and causes of action of any kind of nature whatsoever arising from the acts, omissions or negligence of the LICENSEE, or its officers, agents, Volunteers, or employees, or Licensee's use and occupancy of any City Facilities or any breach of this Agreement, including through all appeals therefrom and shall satisfy and discharge any

judgment which may be awarded against CITY in any such suit or action. Nothing contained in this Agreement is intended or shall be construed to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes.

Section 7. Compliance with Applicable Laws and Policies.

- a. In the conduct of its activities under this Agreement, LICENSEE shall comply in all material respects with all applicable federal, state, and local laws and regulations, as amended from time to time. LICENSEE shall obtain at its own expense all required licenses and permits for participation in the Athletic Events.
- b. LICENSEE will abide by all Parks and Recreation Department Rules, Regulations, and Policies, including the Recreation Facility Use and Sports Policy and such regulations set forth by City ordinance, City resolution, and Chapter 50 of the City Code, all as may be amended from time to time, and which are incorporated herein by this reference. If LICENSEE violates any of the aforementioned provisions, LICENSEE agrees to a fine of \$100 per violation, or such fine amount as stated by the applicable ordinance, whichever is greater.
- c. LICENSEE agrees that should LICENSEE not comply with any provision in this Agreement, LICENSEE may not be permitted to participate in subsequent Athletic Events. The determination of compliance with the provisions in this Agreement shall be in the sole discretion of the CITY.

Section 8. Vending. The CITY agrees that LICENSEE will be the sole authorized vendor for food and beverages in the park during LICENSEE'S authorized activities, with the exception of one additional properly permitted vendor authorized by the CITY in the City's sole discretion.

Section 9. Police Services Requirements. LICENSEE shall provide and pay for at least two deputies who shall be present at all home games within the City from the start of the opening game until the end of the final game. LICENSEE must request and pay for the required number of deputies through the Broward Sheriff's Office ("BSO"). LICENSEE must comply with any additional police provisions in accordance with applicable league bylaws and BSO policies. The Broward Sheriff's Office, at its discretion, may require additional deputies.

Section 10. Storage. The storage of equipment (uniforms, bats, baseballs, etc.) belonging to LICENSEE on park grounds or in buildings is strictly prohibited, except in the existing areas described in the attached Exhibit "B" (the "Storage Areas"). All stored items are subject to the approval of the Parks and Recreation Director or designee. The LICENSEE agrees to be solely responsible for LICENSEE's items stored on City property and LICENSEE shall indemnify and hold the CITY harmless against any and all costs, damages, claims and expenses (including reasonable attorney's fees) arising in any manner

from LICENSEE's storage of any equipment or materials on any City property, including but not limited to the Permitted Area and Storage Areas.

Section 11. City Funding. The CITY agrees to provide LICENSEE with grant funds in an amount not to exceed \$10,000.00 to be used by LICENSEE to pay for uniforms, equipment, league dues and/or insurance ("Permitted Uses") to support LICENSEE's Youth Programs within the City during the Term (the "Grant Funds"). In order to receive any of the Grant Funds, LICENSEE shall make a written request to the CITY for a particular expenditure that details the specific items to be purchased, the anticipated amount of such purchase and any additional information reasonably requested by the CITY. If the request is consistent with this Agreement, the CITY shall have the option, in the CITY's sole discretion, to make the purchase directly or reimburse LICENSEE for such expenditure. Any additional funding requests above the \$10, 000. 00 Grant Funds amount, or any requests to use any portion of the \$10, 000. 00 Grant Funds for a purpose other than the Permitted Uses, must be approved by City Commission. Based upon this funding, LICENSEE shall provide such financial information related to LICENSEE as provided for in City rules and regulations or as may be requested by the City Manager or designee. LICENSEE agrees to submit a budget to the CITY with details on anticipated revenues and expenditures for the Youth Programs.

Section 12. Termination. This Agreement may be terminated by LICENSEE upon thirty days written notice to the CITY of such termination in which event LICENSEE shall not be entitled to any additional Grant Funds. The CITY shall have the right in its sole discretion to terminate this Agreement without cause by giving seven days' notice to LICENSEE. If the CITY elects to terminate this Agreement without cause, the CITY shall return any unused portion of any security deposit paid by LICENSEE, unless it is necessary to be retained by the CITY to address unpaid fine violations or damages caused to any City facilities or fields by LICENSEE.

This Agreement may be terminated by the CITY for cause if the LICENSEE is in breach of this Agreement and fails to correct the breach within ten days from the date of written notice from the CITY identifying the breach. Upon receipt of such notice, and unless otherwise directed by the CITY in writing, LICENSEE shall immediately cease all activities that may cause additional CITY Grant Funds to be spent. In the event this Agreement is terminated for cause by the CITY, LICENSEE shall immediately return such portion of the Grant Funds that have not been expended in accordance with this Agreement.

Section 13. Audit Rights and Retention of Records.

A. During the Term of this Agreement and for three (3) years following the Agreement's expiration, the CITY shall have the right to audit the books, records, and accounts of the LICENSEE and its subcontractors that are related to this Agreement or the expenditure of Grant Funds. The LICENSEE and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Scope of Services. All books, records, and accounts of the

LICENSEE and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, the LICENSEE or its subcontractors, as applicable, shall make same available at no cost to the CITY in written form.

B. The LICENSEE and its subcontractors shall preserve and make available, at reasonable times for examination and audit by the CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time but, in any event, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the CITY to be applicable to the LICENSEE's and its subcontractors' records, the LICENSEE and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the LICENSEE or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the CITY's disallowance and recovery of any payment upon such entry.

Section 14. Coordination of Services. The CITY's primary representative/liaison during the performance of this Agreement shall be the Director of Parks and Recreation or Designee.

Section 15. City Reservation of Rights. The CITY reserves the right to order any participant or coach who is deemed by the CITY, in its discretion, to be a threat to any participant or the public or park property or who flagrantly violates City policies, rules or regulations relating to park usage to leave City grounds.

Section 16. Notices. Any notices or documents required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, registered mail, return receipt requested, addressed to the parties hereto at the respective addresses set out opposite their names below, or at such other addresses as they have theretofore specified by written notice delivered in accordance herewith:

City of Deerfield Beach: David Santucci
City Manager
150 NE 2nd St.
Deerfield Beach, FL 33441

With a copy to: Anthony Soroka
City Attorney
1200 North Federal Highway, Suite 312
Boca Raton, FL 33432

Licensee:

Todd Wahlers
President
4568 SW14th Street
Deerfield Beach, FL 33442

Section 16. No Leasehold. LICENSEE and CITY intend that this document shall be a license and privilege, and that no leasehold or other interest in the land or Permitted Areas is conferred upon the user under the provisions of this Agreement. LICENSEE uses the Property in an “as is” condition.

Section 17. Public Records. LICENSEE shall comply with Chapter 119, Fla. Stat., Florida’s Public Records Law. Specifically, LICENSEE shall:

1. Keep and maintain public records required by the CITY to perform the Programs.
2. Upon request from the CITY’s custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the contract term and following completion of the contract if the LICENSEE does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the LICENSEE or keep and maintain public records required by the CITY to perform the service. If the LICENSEE transfers all public records to the CITY upon completion of the contract, the LICENSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LICENSEE keeps and maintains public records upon completion of the contract, the LICENSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY’S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 480-4213, WEB.CLERK@DEERFIELD-BEACH.COM, OR 150 NE 2nd AVE. DEERFIELD BEACH, FL 33441.

Section 18. Miscellaneous.

- a) **Entire Agreement.** The parties agree that this is the entire Agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties.
- b) **Severability.** If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of the Agreement or portions thereof, shall not be affected and shall remain in full force and effect.
- c) **Waiver.** The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach of by that party.
- d) **Governing Law.** The validity of this Agreement and the interpretation and performance of all of its terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under or pursuant to this Agreement shall be in Broward County, in the State of Florida.
- e) **Binding Effect.** All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.
- f) **Captions and Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.
- g) **Joint Preparation.** The preparation of this Agreement 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. It is the party's further intention that this Agreement be construed liberally to achieve its intent.
- h) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- i) **Assignability.** This Agreement is not assignable.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized agents and representatives with all the formalities required by law on the day and year first written above.

CITY

ATTEST:

CITY OF DEERFIELD BEACH,
FLORIDA, a municipal corporation of
the State of Florida.

Samantha Gillyard, City Clerk

Bill Ganz, Mayor

Deerfield Beach Little League, a Florida not for
profit corporation.

WITNESS:

By: _____
Todd Wahlers, President

(CORPORATE SEAL)

EXHIBIT "A"

SCOPE OF SERVICES

Providing the opportunity to participate in baseball and softball to all children in the community. Create a youth baseball and/or softball program built on life lessons, socialization, and sportsmanship that benefits all of the children and the adult volunteers in the community. Promote, develop, supervise, and through proper guidance and exemplary leadership, the Little League program assists children in developing the qualities of citizenship, discipline, teamwork and physical well-being.

Typical Little League Season:

Field Times: Nightly games beginning at 6:00 PM-6:30 PM and a (no new inning curfew after 9:30 PM) Lights and Park will be closed no later than 10:00 PM.

Saturday: Games beginning at 9:00 AM to 4:00 AM unless special permission granted by Parks and Recreation Department for example Opening Day or Tournaments etc.

Registration in January, with a full day Saturday, that would involve usage of two fields for evaluations to level teams and assist with drafting in accordance with Little League Procedures.

Field Availability to begin in February at the various parks to begin practicing for season.

Opening Day last weekend in February or 1st weekend in March, to allow for an 18-20 game schedules depending on number of teams.

Regular Season from March to August including playoffs and Tournaments.

Permitted Areas

Middle School Athletic Complex
501 SE 6th Avenue
Deerfield Beach, FL 33441

Pioneer Park
222 NE 2nd Avenue
Deerfield Beach, FL 33441

Oveta McKeithen Recreational Complex
445 SW 2nd Street
Deerfield Beach, FL 33441

Quiet Waters Elementary School Field
4150 West Hillsboro Blvd
Deerfield Beach, FL 33442

Deerfield Beach High School*
910 SW 15th Street
Deerfield Beach, FL 33441

*This location is scheduled around the availability of the High School due to programming

EXHIBIT “B”

STORAGE AREAS

- South half of the metal storage building at the middle school athletic complex (DBLL donated \$15,000.00 to the City in 2009 for the construction of this building)
- Storage room 103 at the Middle School Athletic Complex during little league season only
- Limited product storage shall be allowed in the baseball concession stand at the middle school complex during little league season only



City of Deerfield Beach Community Participation Grant Application

The Community Participation budget includes all expenditures made by the City of Deerfield Beach to charitable organizations.

The request for funding shall be considered by the City Commission during the budget approval process. Funds are not approved until the fiscal year budget has been approved. In order to be eligible for a grant, the application must be completed in its entirety and submitted with the required documents. Funding is contingent upon the execution of a binding commitment incorporating the grant conditions. Funding does not renew each fiscal year and the grant application must be submitted each year for consideration. Additional requirements may be imposed at the City's discretion based on the usage of funds.

Requests in excess of \$10,000 will follow the guidelines as established in Resolution #2009/163 and must include, but not be limited to:

1. ☐ Updated copy of IRS W-9 Form
2. ☐ Copy of Tax Returns for the 3 most recent years
3. ☐ Proposed itemized budget
4. ☐ List of Board of Directors
5. ☐ Articles of Incorporation
6. ☐ Entity/Organization Name: Little League Baseball, Inc.

At the option of the City Commission, an audited financial statement together with an audit opinion for the most recent fiscal year or, for agencies without an audited financial opinion, an unaudited financial statement together with a certified statement from the agency's President and Treasurer

Please submit the completed application and required backup material to web.citymgr@deerfield-beach.

Hardcopies may be submitted to:
City Manager's Office
150 NE 2 Avenue
Deerfield Beach, FL 33441
Attention: Community Participation

Entity/Organization: Deerfield Beach Little League Date: 12/16/2021

Submitter's Name: Todd Wahlers President

Address: 501 SE 6th Ave Deerfield Beach, FL 33441

Phone Number: 631.848.4014 Fax Number:

Email Address: president@dbll.us

Federal Tax I.D.#: 65-0796379 Amount of Funding requested: 10000

List Board of Directors.

Todd Wahlers - President
Chris Chartier - VP
Jason Siracusa - Treasurer

What is the primary purpose of the organization

Youth sports league with the purpose of providing a opportunity for local youth to engage in competitive sports, learn skills and teamwork, and make friends in a safe environment. Deerfield Beach Little League has been a part of this City since 1957.

Give a detailed description of the services and /or goods to be requested with the Grant Funds.

Supporting services, goods and equipment for the safe operation of our league.
- Umpires for safe playing

- Safety equipment for players
- Safety equipment for coaches

Give a description of the needs in the community, which would be served by the above described services/goods.

Players and volunteer coaches are involved in a youth sports league which has inherent dangers. Injuries relative to these inherent dangers can be mitigated with proper supervision, equipment and training. The community needs a safe, properly equipped environment for the local youth to engage in these activities

Provide an itemized budget (Exhibit 1- Budget Sheet)

- Umpire services - \$6,000
- Batting helmets, equipment and updated safety gear - \$1,000
- Safety screens and protective equipment for coaches - L Screens, soft toss nets. \$3,000

I certify that the statements and documents submitted herein are true and the funds requested adhere to the Community Participation grant guidelines.

Todd Wahlers President

Print Name/Title

DocuSigned by:

04905581EF2047F
Signature

12/16/2021

Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Little League Baseball Inc	
	2 Business name/disregarded entity name, if different from above Deerfield Beach LL	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☒ Other (see instructions) ► Chartered under parent company	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 501 SE 6th Ave	
	6 City, state, and ZIP code Deerfield Beach, FL 33441	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

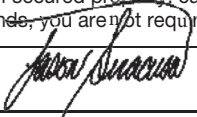
Social security number									
			-				-		
or									
Employer identification number									
6	5		-	0	7	9	6	3	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Treasurer	Date ► 12.17.2021
------------------	--	------------------	--------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Department of the Treasury
Internal Revenue Service

for Tax-Exempt Organization not Required to File Form 990 or 990-EZ

2018

Open to Public Inspection

A For the **2018** Calendar year, or tax year beginning **2018-10-01** and ending **2019-09-30****B** Check if available

- ☐ Terminated for Business
- ☒ Gross receipts are normally \$50,000 or less

C Name of Organization: **LITTLE LEAGUE BASEBALL INC****1221 SE 124th Ct, Deerfield
beach, FL, US, 33441****D** Employee IdentificationNumber **65-0796379****E** Website:**F** Name of Principal Officer: **Deerfield Beach Little League****1221 SE 14th Ct, Deerfield
Beach, FL, US, 33441**

Privacy Act and Paperwork Reduction Act Notice: We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

The organization is not required to provide information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. The rules governing the confidentiality of the Form 990-N is covered in code section 6104.

The time needed to complete and file this form and related schedules will vary depending on the individual circumstances. The estimated average times is 15 minutes.

Note: This image is provided for your records only. Do Not mail this page to the IRS. The IRS will not accept this filing via paper. You must file your Form 990-N (e-Postcard) electronically.

Open to Public Inspection

A For the 2019 Calendar year, or tax year beginning 2019-10-01 and ending 2020-09-30

B Check if available	C Name of Organization: LITTLE LEAGUE BASEBALL INC	D Employee Identification
☐ Terminated for Business	1221 SE 14th Ct, Deerfield	Number 65-0796379
☒ Gross receipts are normally \$50,000 or less	Beach, FL, US, 33441	

E Website:	F Name of Principal Officer: Jason Siracusa
	1221 SE 14th Ct, Deerfield
	Beach, FL, US, 33441

Privacy Act and Paperwork Reduction Act Notice: We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

The organization is not required to provide information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. The rules governing the confidentiality of the Form 990-N is covered in code section 6104.

The time needed to complete and file this form and related schedules will vary depending on the individual circumstances. The estimated average times is 15 minutes.

Note: This image is provided for your records only. Do Not mail this page to the IRS. The IRS will not accept this filing via paper. You must file your Form 990-N (e-Postcard) electronically.

Department of the Treasury
Internal Revenue Service

for Tax-Exempt Organization not Required to File Form 990 or 990-EZ

2020

Open to Public Inspection

A For the 2020 Calendar year, or tax year beginning 2020-10-01 and ending 2021-09-30

B Check if available

☐ Terminated for Business☒ Gross receipts are normally \$50,000 or less

C Name of Organization: LITTLE LEAGUE BASEBALL INC

501 SE 6th Ave, Deerfield

Beach, FL, US, 33441

D Employee Identification

Number 65-0796379

E Website:

F Name of Principal Officer: Todd Wahlers

4568 SW 14th CT, Deerfield

Beach, FL, US, 33442

Privacy Act and Paperwork Reduction Act Notice: We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

The organization is not required to provide information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. The rules governing the confidentiality of the Form 990-N is covered in code section 6104.

The time needed to complete and file this form and related schedules will vary depending on the individual circumstances. The estimated average times is 15 minutes.

Note: This image is provided for your records only. Do Not mail this page to the IRS. The IRS will not accept this filing via paper. You must file your Form 990-N (e-Postcard) electronically.



EXHIBIT 1:
COMMUNITY PARTICIPATION GRANT
BUDGET SHEET

NAME OF ORGANIZATION:

Please complete the itemized budget sheet below for the Community Participation Grant - please do not include personnel costs in budget calculations

ITEM	ITEM DESCRIPTION	QUANTITY NEEDED	UNIT COST	TOTAL COST
UMPIRE SERVICE	UMPIRES FOR GAMES	SEASON		6,000
SAFETY GEAR	HELMETS, SAFETY GEAR	4	250-	1,000
FIELD SAFETY	L SINKERS, SOFT TOSS APTS	5	600-	3,000
GRAND TOTAL				10,000

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



EXHIBIT 1: COMMUNITY PARTICIPATION GRANT BUDGET SHEET

NAME OF ORGANIZATION:

Please complete the itemized budget sheet below for the Community Participation Grant - please do not include personnel costs in budget calculations

ITEM	ITEM DESCRIPTION	QUANTITY NEEDED	UNIT COST	TOTAL COST
UMPIRE SERVICE	UMPIRES FOR GAMES	SEASON		6,000
SAFETY GEAR	HELMETS, SAFETY GEAR	4	250-	1,000
FIELD SAFETY	L SINKERS, SOFT TOSS NETS	5	600-	3,000
GRAND TOTAL				10,000



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-1093

Agenda Date: 1/4/2022

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a \$35,000 grant to the DPR Youth Enrichment Association for Academics & Athletics, Inc. to support the Packer Rattlers Youth Football, Cheerleading, and Academic Support Programs; providing for execution, severability and an effective date. (Funds from Account #001-7025-572-39-14 - Athletic Program Supplement)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Approval requires a 3/5 vote of the City Commission for adoption

Fiscal Impact

Costs: \$35,000

Account Name: Athletic Program Supplement

Account Number: 001-7025-572-39-14

Background/History

DPR Youth Enrichment Association for Academics and Athletics, Inc., (the "Packer Rattlers") is a Florida not-for-profit corporation that provides youth football, cheerleading and academic support programs for youth ages 5 to 14 years old (the "Youth Programs").

Current Activity

The Packer Rattlers have a current Facility Use Agreement to use the Oveta McKeithen Recreational Complex to conduct their Youth Programs within the City of Deerfield Beach (the "Facility Use").

The Packer Rattlers submitted a grant application and budget proposal to the City requesting renewal of funding for the 2022 season. Their funding request for the upcoming season is for \$35,000, which is the same amount they requested and received for the 2021 season; whereas, the grant application is included in the agenda packet.

Recommendation

City staff recommends approving the \$35,000 in supplemental funding to the Packer Rattlers to support the Youth Programs within the City.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A \$35,000 GRANT TO THE DPR YOUTH ENRICHMENT ASSOCIATION FOR ACADEMICS & ATHLETICS, INC. TO SUPPORT THE PACKER RATTLERS YOUTH FOOTBALL, CHEERLEADING, AND ACADEMIC SUPPORT PROGRAMS; PROVIDING FOR EXECUTION, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, DPR Youth Enrichment Association for Academics and Athletics, Inc. (the “Packer Rattlers”), is a Florida not-for-profit corporation that provides youth football, cheerleading, and academic support programs for youth ages 4 to 14 years old (the “Youth Programs”); and

WHEREAS, the Packer Rattlers use City facilities, including the Oveta McKeithen Recreational Complex, for its Youth Programs, pursuant to the Facility Use and Grant Agreement executed on April 6, 2021 (the “Agreement”); and

WHEREAS, the Packer Rattlers have submitted a grant application and budget proposal to the City and have requested funding to support the Youth Programs within the City; and

WHEREAS, City staff recommends approving a \$35,000 grant to the Packer Rattlers, subject to the terms and conditions of the Agreement, to support the Youth Programs within the City; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve a \$35,000 grant to the Packer Rattlers to support the Youth Programs in the City for the 2022 season (the “Youth Sports Grant”).

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

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

Section 2. The City Commission finds that the Youth Sports Grant to the Packer Rattlers for \$35,000 to support the Youth Programs, subject to the terms and conditions of the Agreement, serves the public interests of the citizens of the City and is hereby approved.

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

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



City of Deerfield Beach

Community Participation Grant Application

The Community Participation budget includes all expenditures made by the City of Deerfield Beach to charitable organizations.

The request for funding shall be considered by the City Commission during the budget approval process. Funds are not approved until the fiscal year budget has been approved. In order to be eligible for a grant, the application must be completed in its entirety and submitted with the required documents. Funding is contingent upon the execution of a binding commitment incorporating the grant conditions. Funding does not renew each fiscal year and the grant application must be submitted each year for consideration. Additional requirements may be imposed at the City's discretion based on the usage of funds.

Requests in excess of \$10,000 will follow the guidelines as established in Resolution #2009/163 and must include, but not be limited to:

1. ☐ Updated copy of IRS W-9 Form
2. ☐ Copy of Tax Returns for the 3 most recent years
3. ☐ Proposed itemized budget
4. ☐ List of Board of Directors
5. ☐ Articles of Incorporation
6. ☐ Entity/Organization Name: _____

At the option of the City Commission, an audited financial statement together with an audit opinion for the most recent fiscal year or, for agencies without an audited financial opinion, an unaudited financial statement together with a certified statement from the agency's President and Treasurer

Please submit the completed application and required backup material to web.citymgr@deerfield-beach.

Hardcopies may be submitted to:
City Manager's Office
150 NE 2 Avenue
Deerfield Beach, FL 33441
Attention: Community Participation

Entity/Organization: _____ Date: _____

Submitter's Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Federal Tax I.D.#: _____ Amount of Funding requested: _____

List Board of Directors.

--

What is the primary purpose of the organization

--

Give a detailed description of the services and /or goods to be requested with the Grant Funds.

--

Give a description of the needs in the community, which would be served by the above described services/goods.

Provide an itemized budget (Exhibit 1- Budget Sheet)

I certify that the statements and documents submitted herein are true and the funds requested adhere to the Community Participation grant guidelines.

Print Name/Title

Tyrone Philpart
Signature

Date



DPR YOUTH ENRICHMENT ASSOCIATION FOR
ACADEMICS & ATHLETICS, INC

FY 2022 Budget

DPR YOUTH ENRICHMENT ASSOCIATION FOR ACADEMICS & ATHLETICS, INC

Florida Not for Profit Corporation

Document Number

N15000006332

FEI/EIN Number

47-4415624

Date Filed

06/25/2015

Effective Date

06/24/2015

PROGRAM NARRATIVE

DPR Youth Enrichment Association for Academic & Athletics, Incorporated (DPR) is registered Not-For-Profit Corporation in the State of Florida. The programs and activities provided by DPR are designed to build self-esteem, confidence, social harmony, independent thinking, and self-discipline while improving overall health. DPR sponsors youth football, cheerleading, and academic support programs for youth ages 5 to 14. The "Deerfield Packer Rattler" youth program, educational activities, and special events include football, cheer, athletic skills develop clinics, educational support programs, leadership development, and mentoring. The football and cheer programs are projected to serve a minimum of 400 youth participants each year.

Administration and Planning: Board of Directors for DPR Youth Enrichment Association for Academic & Athletics, Incorporated (The Board) directs and supervises all programs and activities for the organization. The Board is responsible to oversee the planning, development, and maintenance of all programs. The Board is also responsible for planning and conducting a wide variety of programming, educational activities, and special events which enhance the quality of life for the youth in the city of Deerfield Beach.

Goals and Objectives:**Goal 1: *Develop and Offer An Innovative Youth Football and Cheer Program.***

Provide innovative youth programming in the following areas: football games, football tournaments, cheer competitions, athletic skill develop clinics, and educational support programs to meet the diverse needs of our community.

Goal 2: *Foster Growth and Development of Deerfield Beach Youth.*

Create mentor/mentee relationships with youth, using football and cheer to promote the values of teamwork, leadership, community, and education.

Goal 3: *Solicit Feedback From Parents, Volunteers, and Staff.*

Create mentor/mentee relationships with youth, using football and cheer to promote the values of teamwork, community, and education.

Key Performance Indicators:

1. Annual retention rates.
2. Student academic improvement.
3. Participant surveys and family engagement initiatives.

FY 2022 Budget Outline

DPR Youth Enrichment Association's Operations Budget Request for 2022

Vice President & Fields	Budgeted Expense	Actual Expense	Budgeted Income	Actual Income
League Dues & Insurance	\$3,500.00			
Board Polo Shirts	\$450.00			
End of Year Banquet	\$5,000.00			
Total VP & Fields	\$8,950.00		\$0.00	\$0.00
Secretary	Budgeted Expense	Actual Expense	Budgeted Income	Actual Income
Office Supplies	\$250.00			
Team Travel to Away Games	\$5,000.00			
Security/Details	\$8,000.00			
Referees	\$10,000.00			
Total Secretary	\$23,250.00		\$0.00	
Treasurer / Recorder Keeper	Budgeted Expense	Actual Expense	Budgeted Income	Actual Income
Annual Report Filing Fee	\$70.00			
Post Office Box	\$154.00			
Postage	\$50.00			
Filing Fees	\$500.00			
Tax Prep				
Miscellaneous				
Total Treasurer	\$774.00		\$0.00	
Cheer	Budgeted Expense	Actual Expense	Budgeted Income	Actual Income
Coaches Certifications (League Required)	\$630.00			
Background Checks	\$2,520.00			
Coaches Shirts	\$480.00			
Cheerleading Competitions & Travel	\$6,000.00			
Cheer Uniforms				
Uniforms-Comp Teams				
Spirit Packs				
Total Cheer	\$9,630.00		\$0.00	
Football	Budgeted Expense	Actual Expense	Budgeted Income	Actual Income
Coaches Shirts	\$1,000.00			
Facility Fee				
Equipment				
Coaches Clinic				
Level II Background Checks	\$2,100.00			
Spirit Packs				
Coaching Certifications (League Required)	\$1,120.00			
Football Equipment/Uniforms				
Game Jerseys & Pants	\$12,000.00			
Practice Jerseys & Pants & Sets	\$3,500.00			
Shoulder Pads	\$2,500.00			
Helmets	\$3,000.00			
Essentials (Balls, Coolers, First Aid Kits, etc.)	\$500.00			
Helmet Reconditioning				
Storage Facility				
Total Football	\$25,720.00		\$0.00	
Registration	Budgeted Expense	Actual Expense	Budgeted Income	Actual Income
Football & Cheer Registration			\$17,500.00	
Total Registration			\$17,500.00	
Fundraising	Budgeted Expense	Actual Expense	Budgeted Income	Actual Income
Sponsorships			\$8,000.00	
Advertising and Promotion				
Website				
Concessions				
Concessions	\$2,400.00		\$10,200.00	
Apparel				
Apparel - Program T-Shirt Sales				
Total Fundraising	\$2,400.00		\$18,200.00	
Total Budget	\$70,724.00		\$35,700.00	
Total P & L Per Budget + (-)				(\$35,024.00)
Total P & L Actual + (-)				



SKU 203990
★★★★★ 6 Reviews
VENGEANCE A3
FB Youth Helmets

\$103.99

Select Color:



Select Size: Size Chart

XXS XS S M L XL



SKU 801058

★★★★★ 1 Review

Y-FLEX 4.0 SHOULDER PAD

FB Youth Shoulder Pads

\$52.00

Select Size: Size Chart

3XS XXS XS S M L XL 2XL

Quantity

1 **ADD TO CART**

GK Football

SUBLIMATED FOOTBALL UNIFORM MOCK UP



Football Sublimated Full Uniform (Jersey+Pants)

\$79.99 (10-25)

\$74.99 (26-50)

\$69.99 (51-100)

\$64.99 (101-250)

\$59.99 (251+)



Full Cheerleading Set (Sublimated)

\$44.99/set (10-50)

\$41.99/set (51-100)

\$37.99/set (101-250)

\$33.99/set (251+)



Your All-Inclusive Price

\$27.43 - \$7.30 each (450 Items)
\$12,343.60 - \$3,284.00 total after 73% Volume Discount

Guaranteed by **Wednesday, May. 8th** with FREE 2-Week Delivery!

Buy more, save more! Order 565 items and pay \$7.04 each, or 900 items and pay \$6.61 each.
Money Saving Tips

Need it sooner? Upgrade at checkout
1-Week Rush (+10%) - **Wed., May. 1st**
3-Day Super Rush (+25%) - **Tue., Apr. 30th**

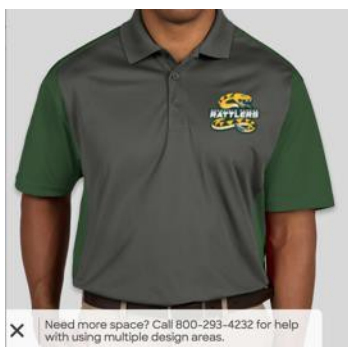
FREE Shipping to Deerfield Beach, FL. Change
Applicable tax may apply during checkout.

Buy Now **Save & Continue Designing**

Printing: 3 color front

Gildan Softstyle Jersey T-shirt
Color: Graphite Heather

\$7.30 Each YS 50, YM 50, YL 50, YXL 50, S 50, M 50, L 50, XL 50 @ \$7.02
Qty 450
Change 7XL 50 @ \$9.57



Your All-Inclusive Price

\$48.22 - \$30.16 each (90 Items)
\$4,339.60 - \$2,714.40 total after 37% Volume Discount

Guaranteed by **Wednesday, May. 8th** with FREE 2-Week Delivery!

Buy more, save more! Order 115 items and pay \$29.52 each, or 180 items and pay \$28.59 each.
Money Saving Tips

Need it sooner? Upgrade at checkout
1-Week Rush (+10%) - **Wed., May. 1st**
3-Day Super Rush (+25%) - **Tue., Apr. 30th**

FREE Shipping to Deerfield Beach, FL. Change
Applicable tax may apply during checkout.

Buy Now **Save & Continue Designing**

Printing: 3 color front

Sport-Tek Colorblock Performance Polo
Color: Iron Grey / Forest Green

\$30.16 Each
Qty 90 Change
S 15, M 15, L 15, XL 15 @ \$29.16
2XL 15 @ \$31.66
3XL 15 @ \$32.66

Need more space? Call 800-293-4232 for help with using multiple design areas.

[Home](#) > [Tax Exempt Organization Search](#) > **Dpr Youth Enrichment Association For Academica & Athletics**

< [Back to Search Results](#)

Dpr Youth Enrichment Association For Academica & Athletics

EIN: 47-4415624 | Deerfield Bch, FL, United States

> **Other Names**

Determination Letter ⓘ

A favorable determination letter is issued by the IRS if an organization meets the requirements for tax-exempt status under the Code section the organization applied.

> **Final Letters**

Publication 78 Data ⓘ

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Form 990-N (e-Postcard) ⓘ

Organizations who have filed a 990-N (e-Postcard) annual electronic notice. Most small organizations that receive less than \$50,000 fall into this category.

➤ **Tax Year 2020 Form 990-N (e-Postcard)**

Tax Period:

2020 (01/01/2020 - 12/31/2020)

EIN:

47-4415624

Legal Name (Doing Business as):

Dpr Youth Enrichment Association For Academica & Athletics

Mailing Address:

523 NW 3rd Way
Deerfield Beach, FL 33441
United States

Principal Officer's Name and Address:

Tyrone Philpart

5808 AUSTRALIAN PINE DRIVE
Deerfield Beach, FL 33441
United States

Gross receipts not greater than:

\$50,000

Organization has terminated:

No

Website URL:

➤ **Tax Year 2018 Form 990-N (e-Postcard)**

Tax Period:

2018 (01/01/2018 - 12/31/2018)

EIN:

47-4415624

Legal Name (Doing Business as):

Dpr Youth Enrichment Association Fo

Mailing Address:

PO BOX 603
Deerfield Beach, FL 33443
United States

Principal Officer's Name and Address:

ALEX BENEFIELD

261 SW 11TH STREET
Deerfield Beach, FL 33443
United States

Gross receipts not greater than:
\$50,000

Organization has terminated:
No

Website URL:

Page Last Reviewed or Updated: 20-November-2020



Share



Print

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

FEB 04 2015

DPR YOUTH ENRICHMENT ASSOCIATION
FOR ACADEMICS AND ATHLETICS
C/O DPR
228 SW 5TH CT
DEERFIELD BEACH, FL 33441

Employer Identification Number:
47-4415624

DLN:

17053344308005

Contact Person:

KAREN CHAO

ID# 31003

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

170(b)(1)(A)(vi)

Form 990/990-EZ/990-N Required:

Yes

Effective Date of Exemption:

June 24, 2015

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

DPR YOUTH ENRICHMENT ASSOCIATION

Sincerely,

A handwritten signature in dark ink, appearing to read 'Jeffrey I. Cooper', written in a cursive style.

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Letter 947

2021 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N15000006332

Entity Name: DPR YOUTH ENRICHMENT ASSOCIATION FOR ACADEMICS & ATHLETICS, INC**FILED**
Feb 23, 2021
Secretary of State
9137220258CC**Current Principal Place of Business:**523 NW 3RD WAY
DEERFIELD BEACH, FL 33441**Current Mailing Address:**P.O. BOX 1146
DEERFIELD BEACH, FL 33441 US**FEI Number: 47-4415624****Certificate of Status Desired: No****Name and Address of Current Registered Agent:**PHILPART, TYRONE
523 NW 3RD WAY
DEERFIELD BEACH, FL 33441 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:** TYRONE PHILPART**02/23/2021**

Electronic Signature of Registered Agent

Date

Officer/Director Detail :**Title** PRESIDENT
Name PHILPART, TYRONE
Address 523 NW 3RD WAY
City-State-Zip: DEERFIELD BEACH FL 33441**Title** TREASURER
Name GRIFFIN, BELITA
Address 523 NW 3RD WAY
City-State-Zip: DEERFIELD BEACH FL 33441**Title** DIRECTOR OF FOOTBALL OPERATIONS
Name GROOMS, JOSEPH
Address 523 NW 3RD WAY
City-State-Zip: DEERFIELD BEACH FL 33441**Title** DIRECTOR
Name SLATTERY, JOHN
Address 523 NW 3RD WAY
City-State-Zip: DEERFIELD BEACH FL 33441**Title** VP
Name RILEY, THEODORE
Address 523 NW 3RD WAY
City-State-Zip: DEERFIELD BEACH FL 33441**Title** SECRETARY
Name SHANNON, COURTNEY
Address 523 NW 3RD WAY
City-State-Zip: DEERFIELD BEACH FL 33441**Title** DIRECTOR OF CHEER OPERATIONS
Name STROWBRIDGE, MERILYN
Address 523 NW 3RD WAY
City-State-Zip: DEERFIELD BEACH FL 33441**Title** DIRECTOR
Name ANDREWS, AASHA
Address 523 NW 3RD WAY
City-State-Zip: DEERFIELD BEACH FL 33441

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: TYRONE PHILPART**PRESIDENT****02/23/2021**

Electronic Signature of Signing Officer/Director Detail

Date



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-1082

Agenda Date: 1/4/2022

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Qualifications #22-05-PC for the Pioneer Grove Infrastructure Improvements - Pedestrian Lighting and Complete Streets Project to the top ranked, responsive and responsible proposer Kimley-Horn and Associates, Inc.; authorizing the City Manager to negotiate an agreement with Kimley-Horn and Associates, Inc.; and providing for an effective date. (Funds from Account #108-5050-541-60-31 - Improvements Other than Building)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$300,000

Account Name: Improvements other than Buildings

Account Number: 108-5050-541-60-31

Background/History

The Pioneer Grove Infrastructure Improvements - Pedestrian Lighting and Complete Streets Project is a proposed road reconstruction that includes improvements for ADA accessibility, wide sidewalks, bicycle facilities, crosswalks, stormwater, intersection improvements, landscaping, and lighting (the "Project"). This Project is subject to the terms of the Interlocal Agreement between Broward County and the City of Deerfield Beach for Surtax Funded Municipal Transportation Project: Pioneer Grove Infrastructure Improvements and Complete Streets DEER-005 and 006.

In compliance with the City of Deerfield Beach procurement requirements, the Purchasing and Contract Administration Division issued a Request for Qualifications for the Pioneer Grove Infrastructure Improvements – Pedestrian Lighting and Complete Streets Project, RFQ #22-05-PC. On October 1, 2021, the RFQ was advertised in the legal notices section of the Sun-Sentinel. The notice was sent to 399 prospective Offerors via the e-Procurement Marketplace. On November 1, 2021 at 2:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed six responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the RFQ requirements. Subsequently, each member of the Evaluation Committee assigned by the City Manager received their evaluation packages, which consisted of: evaluation committee policies and procedures and the evaluation sheets. Each Evaluation Committee Member independently reviewed and scored the six responsive proposals in accordance with the weighted criteria stated in the RFQ prior to the initial public Evaluation Committee meeting held on

November 16, 2021 at 2:00 p.m. EST. Following the initial ranking, a motion was made to conduct Oral Presentations/Interviews with all six (6) ranked Proposers at a date and time to be determined. The Evaluation Committee was unanimous in their decision to conduct mandatory Oral Presentations/Interviews.

Current Activity

On December 7, 2021 at 1:30 p.m. EST, following the Oral Presentations/Interviews, an Evaluation Committee meeting was held. The proposals were evaluated based on the weighted criteria stated in the RFQ. One proposer was not present at their scheduled oral presentation, and thus was deemed non-responsive. Following the final ranking (after oral presentations), a motion was made to recommend to the City Commission the ranking and award a contract to the top ranked proposer, Kimley-Horn and Associates, Inc. The Evaluation Committee was unanimous in their decision. Reference checks were conducted on Kimley-Horn and Associates, Inc. and revealed positive ratings.

Recommendation

The Evaluation Committee is recommending to the City Commission to approve the ranking and RFQ award to the top ranked proposer, Kimley-Horn and Associates, Inc. and authorize negotiation of an agreement with Kimley-Horn and Associates, Inc.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE RANKING AND AWARD OF REQUEST FOR QUALIFICATIONS #22-05-PC FOR THE PIONEER GROVE INFRASTRUCTURE IMPROVEMENTS – PEDESTRIAN LIGHTING AND COMPLETE STREETS PROJECT TO THE TOP RANKED, RESPONSIVE AND RESPONSIBLE PROPOSER KIMLEY-HORN AND ASSOCIATES, INC.; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC.; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) issued Request for Qualifications #22-05-PC (the “RFQ”) for the Pioneer Grove Infrastructure Improvements – Pedestrian Lighting and Complete Streets Project (the “Project”), which was advertised in the legal notices section of the Sun-Sentinel on October 1, 2021; and

WHEREAS, the notice was also sent to 399 prospective offerors via the e-Procurement Marketplace and 15 vendors viewed the RFQ documents; and

WHEREAS, on November 1, 2021 at 2:00 p.m., the Purchasing and Contract Administration Division unsealed the six responses that were timely received, and reviewed the responses to ensure they met the RFQ requirements; and

WHEREAS, the evaluation committee members independently reviewed and scored the six responses in accordance with the weighted criteria stated in the RFQ prior to the first public evaluation committee meeting; and

WHEREAS, the evaluation committee meeting was held on November 16, 2021 to score the responses based on the weighted criteria stated in the RFQ; and

WHEREAS, following the initial rankings, the evaluation committee was unanimous in their decision to conduct oral presentations/interviews; and

WHEREAS, on December 7, 2021, oral presentations/interviews were held; and

WHEREAS, following the oral presentations/interviews; the evaluation committee submitted their final rankings (the “Ranking”), with Kimley-Horn and Associates, Inc. (“Kimley-Horn”) as the top ranked, responsive and responsible proposer; and

WHEREAS, the evaluation committee was unanimous in their decision to recommend that the City Commission approve the Ranking, and authorize the City Manager to negotiate an agreement with Kimley-Horn 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 Ranking and award of the RFQ to Kimley-Horn, the top ranked responsive and responsible proposer.

Section 3. The City Manager is hereby authorized to negotiate an agreement with Kimley-Horn for the Project, consistent with the terms of the RFQ. If negotiations with Kimley-Horn are successful, the mutually acceptable negotiated agreement shall be presented to the City Commission for approval. If negotiations with Kimley-Horn are unsuccessful, the City Manager is authorized to negotiate an agreement with the next highest ranking proposer, Craven Thompson & Associates, Inc.

Section 4. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Memorandum

TO: Priscilla Cygielnik, Director of Environmental Services

FROM: Paul Collette, Buyer

THRU: Stephanie Tinsley, Chief Financial Officer

DATE: December 13, 2021

RE: **Pioneer Grove Infrastructure Improvements – Pedestrian Lighting and Complete Streets Project, RFQ #22-05-PC**

The Purchasing and Contract Administration Division issued a Request for Qualifications for the Pioneer Grove Infrastructure Improvements – Pedestrian Lighting and Complete Streets Project, RFQ #22-05-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 October 1, 2021 the RFQ was advertised in the legal notices section of the Sun-Sentinel. The notice was sent to three hundred and ninety-nine (399) prospective Offerors via the e-Procurement Marketplace.
- Fifteen (15) vendors viewed the documents of the RFQ.
- On October 12, 2021 at 2:30 p.m., Non-Mandatory Pre-Proposal Conference was held in person and via Zoom.
- One (1) Addendum was issued to make additions, deletions and changes to the RFQ documents.
- On November 1, 2021 at 2:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed six (6) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the RFQ requirements.
- Received one (1) No Bid (AE Engineering, Inc.). Reason: AE Engineering, Inc. does not provide these services.
- 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 six (6) responsive proposals in accordance with the weighted criteria stated in the RFQ prior to the initial public Evaluation Committee meeting held on November 16, 2021 at 2:00 p.m. EST.
- The Evaluation Committee consisted of: Priscilla Cygielnik, Director of Environmental Services; Eric Power, Director of Planning & Development Services, Teresa Rynard, Director of Parks and Recreation.

- The proposal was evaluated based on the following weighted criteria:

<u>Criteria</u>	<u>Weight</u>
Qualifications and Experience of Principals and Staff Including Structure, Organization, Background, Resources, Personnel Experience, Demonstrated Competence and Performance Ability in Engineering and Urban Streetscape Design, as well as Demonstrated Success on Similar Projects	3
Personnel qualifications including education and experience of key team members assigned to the project	3
Understanding of the Project and Work Tasks	3
History and Past Performances of Similar Projects	3
Clear, Creative and Reasonable Project Approach	2

- The proposals were scored and ranked (After Evaluation Committee Members Independent Review) as follows:

Ranking:	Priscilla Cygielnik	Teresa Rynard	Eric Power	Total	Ranking
Stantec Consulting Services, Inc.	129 / ¹	91 / ⁴	127 / ¹	6	1
Wantman Group, Inc.	90 / ⁶	109 / ¹	113 / ²	9	2
Craven Thompson & Associates, Inc.	91 / ⁵	100 / ³	110 / ³	11	3
Kimley-Horn and Associates, Inc.	107 / ³	106 / ²	98 / ⁶	11	3
Carnahan, Proctor & Cross, Inc.	97 / ⁴	82 / ⁵	104 / ⁴	13	4
HBC Engineering Company	112 / ²	80 / ⁶	99 / ⁵	13	4

- In regards to the City of Deerfield Beach Disadvantage Business Enterprise (DBE) Program stated in the RFQ documents under Section III - General Terms and Conditions, Item 19. This item had to be verified and confirmed with Broward County if the City of Deerfield Beach Disadvantage Business Enterprise (DBE) Program will be allowed for this RFQ.
- After Evaluation Committee Discussion of all the six (6) proposals, the scores were not changed.

- Following the initial ranking, Priscilla Cygielnik made a motion to conduct Oral Presentations/Interviews with all six (6) ranked Proposers at a date and time to be determined. This motion was seconded by Eric Power. The Evaluation Committee was unanimous in their decision to conduct Oral Presentations/Interviews.
- On December 7, 2021, Oral Presentations/Interviews were scheduled as follows:

PROPOSER	TIME
Carnahan, Proctor & Cross, Inc.	10:00 AM
HBC Engineering Company	10:30 AM
Craven Thompson & Associates, Inc.	11:00 AM
Kimley-Horn and Associates, Inc.	11:30 AM
Wantman Group, Inc.	12:00 PM
Stantec Consulting Services, Inc.	12:30 PM

- One (1) Proposer, Carnahan, Proctor & Cross, Inc. was not present at their scheduled Oral Presentation which was mandatory; therefore, they were deemed non-responsive for this RFQ.
- On December 7, 2021 at 1:30 p.m. EST, following the Oral Presentations/Interviews an Evaluation Committee meeting was held. The Evaluation Committee were provided with their initial Evaluation Sheets (from the initial Evaluation Committee meeting) and the Final Evaluation Sheets (after Oral Presentations/Interviews) which was independently filled-out after their discussions.
- The proposals were evaluated based on the following weighted criteria:

<u>Criteria</u>	<u>Weight</u>
Qualifications and Experience of Principals and Staff Including Structure, Organization, Background, Resources, Personnel Experience, Demonstrated Competence and Performance Ability in Engineering and Urban Streetscape Design, as well as Demonstrated Success on Similar Projects	3
Personnel qualifications including education and experience of key team members assigned to the project	3
Understanding of the Project and Work Tasks	3
History and Past Performances of Similar Projects	3
Clear, Creative and Reasonable Project Approach	2
Quality of Presentation including Graphics, Verbal Skills, Time Management and Response to Questions	1

- The results of the final ranking (After Oral Presentations/Interviews) are as follows:

Ranking:	Priscilla Cygielnik	Teresa Rynard	Eric Power	Total	Ranking
Kimley-Horn and Associates, Inc.	138 / ²	122 / ¹	133 / ²	5	1
Craven Thompson & Associates, Inc.	143.85 / ¹	120.75 / ²	121.80 / ³	6	2
Stantec Consulting Services, Inc.	135 / ³	68 / ⁵	135 / ¹	9	3
HBC Engineering Company	107.10 / ⁵	106.05 / ³	114.45 / ⁴	12	4
Wantman Group, Inc.	113 / ⁴	77 / ⁴	108 / ⁵	13	5

- In regards to the City of Deerfield Beach Disadvantage Business Enterprise (DBE) Program stated in the RFQ documents under Section III - General Terms and Conditions, Item 19. This item was verified and confirmed with Broward County Attorney's Office that the City of Deerfield Beach Disadvantage Business Enterprise (DBE) Program preference points may be applied for this RFQ. DBE preference points was applied to the final scoring and ranking after the oral presentations for this RFQ.
- Two (2) proposers, Craven Thompson & Associates, Inc. and HBC Engineering Company provided evidence for meeting the City of Deerfield Beach Disadvantage Business Enterprise Program stated in the RFQ documents. As required per City Ordinance Section 38-130, the evaluation scores for Craven Thompson & Associates, Inc. and HBC Engineering Company were adjusted upward by five percent (5%). The adjusted evaluation scores are reflected in the above ranking table.
- Following the final ranking (after oral presentations), Eric Power made a motion to recommend to the City Commission, to approve the ranking and award a contract to the first ranked proposer Kimley-Horn and Associates, Inc. This motion was seconded by Teresa Rynard. The Evaluation Committee was unanimous in their decision.
- Reference checks were conducted on Kimley-Horn and Associates, Inc. and revealed positive ratings.
- Documentation related to this solicitation may be obtained by e-mailing sfrancis@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, the Evaluation Committee is recommending to the City Commission, to approve the ranking and award a contract to the first ranked proposer Kimley-Horn and Associates, Inc.

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

Att. Scope of Services

c: Jeremin Worlds, Senior Buyer

SECTION VI – SCOPE OF SERVICES

1. General

The City of Deerfield Beach (the “City”) is seeking the services of qualified and experienced firm (the “Consultant”) to provide professional engineering services consistent with the requirement of the Competitive Consultant’s Negotiation Act (CCNA), Florida Statutes § 287.055 for the Pioneer Grove Infrastructure Improvements-Pedestrian Lighting and Complete Streets Project is a proposed road reconstruction which will include a separate, locally funded option for water and sewer services. The scope of work includes improvements for ADA accessibility, wide sidewalks, bicycle facilities, crosswalks, stormwater, intersection, landscaping, and lighting. This project will specifically fund upgraded pedestrian level lighting and hardscape features consistent with the Pioneer Grove Local Area Center (LAC) guidelines: <https://www.deerfield-beach.com/DocumentCenter/View/8626/Land-Use-and-Urban-Design-Plan>. The successful proposer shall provide the City with a certification stating that all documents submitted meet a level of completeness in accordance with local engineering standards.

2. Scope of Work

a. Pedestrian Lighting Component

Consultant shall design, prepare construction documents and permit pedestrian lighting components in the Pioneer Grove LAC Infrastructure Improvements-Complete Streets.

The scope of work for the proposed project includes installation of conduit, conductor, junction boxes, light poles and service connection for installation of pedestrian level lighting along the project corridor.

b. Complete Streets Component

Consultant shall design, prepare construction documents and permit roadway reconstruction to include locally funded improvements to water and wastewater services, ADA accessibility improvements, sidewalks, bicycle facilities, crosswalks, drainage improvements, intersection improvements, hardscape and landscaping.

c. Drainage

Consultant shall design, prepare construction documents and permit drainage improvements on SE 2nd Avenue from SE 10th Street to NE 1st Street and SE 4th Street from SE 2nd Avenue to the FEC Railroad Right-Of-Way. A drainage analysis is required. The following drainage improvements are not eligible for transportation surtax funding:

- (i) increases to the stormwater system to accommodate a drainage area greater than the eligible size; and
- (ii) improvements to address runoff from private roads and/or developments.

d. Landscape / Hardscape

Consultant will design and permit Landscape and Hardscape improvements in the Pioneer Grove LAC. The proposed project will include Florida-Friendly Landscaping. Native species, drought tolerant and low maintenance plants will be primarily utilized in the

proposed median and bioswales, as applicable. The 'Right Plant, Right Place' principle will apply. To conserve water, a water efficient and remote system compatible irrigation system is planned for the proposed median.

e. Lighting

Consultant will design and permit the proposed lighting which will include, not only roadway lights, but the addition of pedestrian level lights that are energy efficient (LED). A lighting justification report consistent with Broward County and FDOT policies and the criteria outlined in the then-current version of the Florida Greenbook is required for lighting system improvements.

a. Utilities

Consultant shall design, prepare construction documents and permit the relocation of any existing water and wastewater utilities facilities conflicting with the proposed LAC improvements and coordinate with the City of Deerfield Beach and other affected Utility Owners for any anticipated upgrades. Costs associated with these improvements shall be proposed separate to the overall project.

b. Exclusions from Surtax Funding

The Scope of Work is funded in whole or in part by the transportation surtax levied pursuant to Section 31½-71, et seq., of the Broward County Code of Ordinances (the "County Surtax Ordinance"). This solicitation and Consultant's final contract with the City is therefore subject to the terms and conditions of the County Surtax Ordinance, Section 212.055(1) of the Florida Statutes, and the terms and conditions of the interlocal funding agreement between Broward County, a political subdivision of the State of Florida ("County") and the City.

Design elements ineligible for transportation surtax funding (including those listed below) must be adequately and separately itemized in Consultant's invoices, applications for reimbursements, and financial records. The following transportation surtax ineligible items shall be prepared by the Consultant as required in this RFQ but will be funded with non-transportation surtax funding:

- Decorative lighting and road signage, brick pavers, and similar items.
- High-end or decorative lighting improvements.
 - Any lighting improvement design costs in excess of comparable *standard* lighting costs are ineligible for transportation surtax funding.
 - If high-end or decorative lighting improvements will be included, a cost comparison report for comparable *standard* lighting must be prepared by the Consultant to be provided to County by the City.
- Utility system improvements. The following drainage improvements are not eligible for transportation surtax funding:
 - increases to the stormwater system to accommodate a drainage area greater than the eligible size; and
 - improvements to address runoff from private roads and/or developments.

3. Scope of Services

The City of Deerfield Beach is seeking a consultant to provide engineering services to prepare construction documents for the improvements associated with the Pioneer Grove Infrastructure Improvements-Pedestrian Lighting and Complete Streets Project. The services shall include the following:

- Field reconnaissance
- Preliminary design
- Environmental assessment and permitting
- Final design Permitting
- Bidding & Negotiation

4. Project Limits

- Pioneer Grove Local Area Center – SE 2nd Avenue from SE 10th Street to NE 1st Street and SE 4th Street from SE 2nd Avenue to the FEC Right of Way.

5. Description of Improvements

The design services will include the following:

- Road right-of-way and topographic survey of areas of proposed improvements
- Roadway reconstruction to include locally funded improvements to water and wastewater services, ADA accessibility improvements, sidewalks, bicycle facilities, crosswalks, drainage improvements, intersection improvements, hardscape and landscaping. Minor alteration of the horizontal and vertical geometry.
- Utility system adjustments
- Installation of a closed drainage system
- Lighting
- Landscaping and Irrigation
- Hardscaping
- Installation of signs and pavement markings
- Maintenance of Traffic

6. Field Reconnaissance (Highway Survey)

The Consultant shall conduct a topographic survey within the project limits to include the following:

- Establish horizontal and vertical control.
- Establish coordinates and closed set of base lines for streets.
- Locate surface detail including signs, utility poles, driveways, isolated trees with species and sizes, fences, walks, mailboxes, etc.
- Locate edge of pavement, shoulders, sidewalks, etc.
- Determine existing ground cross sections at driveways, private walkways and critical locations.
- Locate utilities that are visible or marked out in the field.
- Locate wetland flags with elevations delineating wetland boundaries.
- Reduce, check, and plot survey data at appropriate scale. Surface detail shall include buildings, doorways, curbs, sidewalks, utility poles, utility covers, right-of-way's (ROWs).
- Right-of-Way Research.

- Utility Research.
- The Consultant will obtain plans from private and public utilities within the project limits and plot the information on the prepared base plans.
- The Consultant will research the roadway layout within the project limits for information regarding parcel ownership, deed restrictions, utility easements, etc. Information obtained through ROW research will be drafted on the base plan.

7. Preliminary Engineering

a. Preliminary Design

The Consultant will prepare a preliminary plan for the Pioneer Grove Infrastructure Improvements-Pedestrian Lighting and Complete Streets Project. The Consultant shall perform the following services:

- Prepare graphic geometrics of existing roadway alignment.
- Design a typical roadway section based on the conceptual prepared by the City of Deerfield Beach.
- Define project limits, construction materials, and conceptual details.
- Identify easements as required.
- Identify limits of temporary construction impacts for the purpose of developing temporary construction easements as required.
- Prepare a lighting justification report and a cost comparison showing comparable standard lighting costs signed by the Consultant.
- Prepare a conceptual drainage design.

b. Preliminary Estimate

- A preliminary construction estimate will be prepared for use in budgeting the project.
- Construction elements and associated costs ineligible for transportation surtax funding (pursuant to the County Surtax Ordinance and Section 212.055(1) of the Florida Statutes) must be adequately and separately itemized in the final plans.

8. Environmental Assessment and Permitting

The Consultant will prepare the following:

- Drainage and Stormwater Management Report (which shall be submitted no later than the date of the Consultant's 60% Design Submittal); and
- All required Permit applications and submittal to agencies having jurisdiction.

9. Final Engineering

The Consultant shall proceed with Final Engineering tasks as outlined below.

Final Design - Plans and Specifications

- The Consultant shall prepare the 90 percent Design Submissions for review and comment by the City of Deerfield Beach. Comments shall be considered and incorporated during this task.
- The Consultant shall prepare Contract Plans and Specifications.

10. Project Meetings

The Consultant will attend project meetings with the City of Deerfield Beach and other groups as required for the project. Services include preparation, travel, attendance, supporting graphics and documentation in the form of meeting notes.

11. Public Meetings/Hearings

The Consultant will attend project meetings with the City of Deerfield Beach and other groups as required for the project. Services include preparation, travel, attendance, supporting graphics and documentation in the form of meeting notes.

12. Bidding and Negotiating

The Consultant shall assist the City of Deerfield Beach in advertising the project to solicit construction bids. The Consultant shall maintain a record of prospective bidders to whom Bidding Documents have been issued, attend a pre-proposal conference, and receive and process deposits for bidding documents. The Consultant will also issue addenda to interpret and/or clarify the bidding documents; assist the City of Deerfield Beach in determining the acceptability of alternatives proposed by contractors, attend the bid opening, prepare bid tabulation sheets, and assist the City of Deerfield Beach in evaluating bids or proposals. The Consultant shall also assist the City of Deerfield Beach in selecting a contractor and awarding the construction contract.

13. Construction Phase Services

The Consultant shall provide construction phase services limited to interpretations and clarifications of the contract documents, shop drawing review, and field inspection to assess substantial completion and punch list items.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-1084

Agenda Date: 1/4/2022

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Qualifications #22-04-PC for the FAU Research Park Blvd. (SW 11th Way) Improvements Project to the top ranked, responsive and responsible proposer Kimley-Horn and Associates, Inc.; authorizing the City Manager to negotiate an agreement with Kimley-Horn and Associates, Inc.; and providing for an effective date. (Funds from Account #108-5050-541-60-31 - Improvements Other than Building)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$480,000

Account Name: Improvements Other than Buildings

Account Number: 108-5050-541-60-31

Background/History

Improvements to FAU Research Blvd (SW 11th Way) from SW 48th Street to SW 10th Street consist of design phase services for street widening from two to four lanes, the addition of sidewalks, buffered bicycle lanes, linear walking trails, storm drain and intersection improvements, lighting, landscaping, and signage and pavement markings (the "Project"). This Project is subject to the terms of the Interlocal Agreement between Broward County and the City of Deerfield Beach for Surtax Funded Municipal Transportation Project: FAU Research Blvd (SW 11th Way) Roadway Improvement/DEER-007.

In accordance with the City of Deerfield Beach procurement requirements, the Purchasing and Contract Administration Division issued a Request for Qualifications for the FAU Research Park Blvd (SW 11th Way) Improvements Project, RFQ #22-04-PC. On October 1, 2021, the RFQ was advertised in the legal notices section of the Sun-Sentinel. The notice was sent to three hundred and 399 prospective Offerors via the e-Procurement Marketplace. On November 1, 2021 at 11:00 a.m. EST, the Purchasing and Contract Administration Division closed and unsealed four responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the RFQ requirements. 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 four responsive proposals in accordance with the weighted criteria stated in the RFQ prior to the initial public Evaluation Committee meeting held on November

18, 2021 at 11:00 a.m. EST. Following the initial ranking, a motion was made to conduct Oral Presentations/Interviews with the top two ranked Proposers Kimley-Horn and Associates, Inc. and Craven Thompson & Associates, Inc. The Evaluation Committee was unanimous in their decision to conduct Oral Presentations/Interviews with all four ranked Proposers.

Current Activity

On December 6, 2021 at 12:30 p.m. EST, following the Oral Presentations/Interviews, an Evaluation Committee meeting was held. The Evaluation Committee was provided with their initial Evaluation Sheets (from the initial Evaluation Committee meeting) and the Final Evaluation Sheets (after Oral Presentations/Interviews), which were independently filled-out after their discussions. Following the final ranking (after oral presentations), a motion was made to recommend to the City Commission to approve the ranking and award of a contract to the top-ranked proposer, Kimley-Horn and Associates, Inc. The Evaluation Committee was unanimous in their decision. Reference checks were conducted on Kimley-Horn and Associates, Inc. and revealed positive ratings.

Recommendation

The Evaluation Committee is recommending to the City Commission to approve the ranking and award a contract to the top ranked proposer, Kimley-Horn and Associates, Inc. and authorize negotiations with Kimley-Horn and Associates, Inc.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE RANKING AND AWARD OF REQUEST FOR QUALIFICATIONS #22-04-PC FOR THE FAU RESEARCH PARK BLVD. (SW 11TH WAY) IMPROVEMENTS PROJECT TO THE TOP RANKED, RESPONSIVE AND RESPONSIBLE PROPOSER KIMLEY-HORN AND ASSOCIATES, INC.; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC.; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) issued Request for Qualifications #22-04-PC (the “RFQ”) for FAU Research Park Blvd. (SW 11th Way) Improvements Project (the “Project”), which was advertised in the legal notices section of the Sun-Sentinel on October 1, 2021; and

WHEREAS, the notice was also sent to 399 prospective offerors via the e-Procurement Marketplace and 15 vendors viewed the RFQ documents; and

WHEREAS, on November 1, 2021 at 11:00 a.m., the Purchasing and Contract Administration Division unsealed the four responses that were timely received, and reviewed the responses to ensure they met the RFQ requirements; and

WHEREAS, the evaluation committee members independently reviewed and scored the four responses in accordance with the weighted criteria stated in the RFQ prior to the first public evaluation committee meeting; and

WHEREAS, the evaluation committee meeting was held on November 18, 2021 to score the responses based on the weighted criteria stated in the RFQ; and

WHEREAS, following the initial rankings, the evaluation committee was unanimous in their decision to conduct oral presentations/interviews; and

WHEREAS, on December 6, 2021, oral presentations/interviews were held; and

WHEREAS, following the oral presentations/interviews; the evaluation committee submitted their final rankings (the “Ranking”), with Kimley-Horn and Associates, Inc. (“Kimley-Horn”) as the top ranked, responsive and responsible proposer; and

WHEREAS, the evaluation committee recommends that the City Commission approve the Ranking, and authorize the City Manager to negotiate an agreement with Kimley-Horn 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 Ranking and award of the RFQ to Kimley-Horn, the top ranked responsive and responsible proposer.

Section 3. The City Manager is hereby authorized to negotiate an agreement with Kimley-Horn for the Project, consistent with the terms of the RFQ. If negotiations with Kimley-Horn are successful, the mutually acceptable negotiated agreement shall be presented to the City Commission for approval. If negotiations with Kimley-Horn are unsuccessful, the City Manager is authorized to negotiate an agreement with the next highest ranking qualified proposer, Craven Thompson & Associates, Inc.

Section 4. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Memorandum

TO: Priscilla Cygielnik, Director of Environmental Services

FROM: Paul Collette, Buyer

THRU: Stephanie Tinsley, Chief Financial Officer

DATE: December 13, 2021

RE: **FAU Research Park Blvd (SW 11th Way) Improvements Project,
RFQ #22-04-PC**

The Purchasing and Contract Administration Division issued a Request for Qualifications for the FAU Research Park Blvd (SW 11th Way) Improvements Project, RFQ #22-04-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 October 1, 2021 the RFQ was advertised in the legal notices section of the Sun-Sentinel. The notice was sent to three hundred and ninety-nine (399) prospective Offerors via the e-Procurement Marketplace.
- Fifteen (15) vendors viewed the documents of the RFQ.
- On October 12, 2021 at 1:00 p.m., Non-Mandatory Pre-Proposal Conference was held in person and via Zoom.
- One (1) Addendum was issued to make additions, deletions and changes to the RFQ documents.
- On November 1, 2021 at 11:00 a.m. EST, the Purchasing and Contract Administration Division closed and unsealed four (4) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the RFQ requirements.
- Received two (2) No Bids (AE Engineering, Inc.; Recreational Design and Construction, Inc.). Reasons: AE Engineering, Inc. does not provide these services; Recreational Design and Construction, Inc. does not provide these services.
- 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 four (4) responsive proposals in accordance with the weighted criteria stated in the RFQ prior to the initial public Evaluation Committee meeting held on November 18, 2021 at 11:00 a.m. EST.
- The Evaluation Committee consisted of: Priscilla Cygielnik, Director of Environmental Services; Eric Power, Director of Planning & Development Services, Stephen Graham, Assistant Director of Planning & Development Services.

- The proposal was evaluated based on the following weighted criteria:

<u>Criteria</u>	<u>Weight</u>
Qualifications and Experience of Principals and Staff Including Structure, Organization, Background, Resources, Personnel Experience, Demonstrated Competence and Performance Ability in Engineering and Urban Streetscape Design, as well as Demonstrated Success on Similar Projects	3
Personnel qualifications including education and experience of key team members assigned to the project	3
Understanding of the Project and Work Tasks	3
History and Past Performances of Similar Projects	3
Clear, Creative and Reasonable Project Approach	2

- The proposals were scored and ranked (After Evaluation Committee Members Independent Review) as follows:

Ranking:	Priscilla Cygielnik	Stephen Graham	Eric Power	Total	Ranking
Kimley-Horn Assoc., Inc.	122 / ¹	118 / ¹	129 / ¹	3	1
Craven Thompson & Assoc., Inc.	107.10 / ²	117.60 / ²	127.05 / ²	6	2
Carnahan, Proctor & Cross, Inc.	97 / ³	102 / ³	105 / ⁴	10	3
Keith & Assoc., Inc.	93 / ⁴	99 / ⁴	109 / ³	11	4

- Craven Thompson & Assoc., Inc. provided evidence for meeting the City of Deerfield Beach Disadvantage Business Enterprise Program stated in the RFQ documents. As required per City Ordinance Section 38-130, the evaluation scores for Craven Thompson & Assoc., Inc. was adjusted upward by five percent (5%). The adjusted evaluation scores are reflected in the above ranking table.
- After Evaluation Committee Discussion of the four (4) proposals, the scores were not changed.
- Following the initial ranking, Priscilla Cygielnik made a motion to conduct Oral Presentations/Interviews with the top two (2) ranked Proposers Kimley-Horn and Associates, Inc. and Craven Thompson & Associates, Inc. at a date and time to be determined. This motion was seconded by Stephen Graham. The Evaluation Committee was unanimous in their decision to conduct Oral Presentations/Interviews with the top two (2) ranked Proposers.

- On December 6, 2021, Oral Presentations/Interviews were conducted as follows:

PROPOSER	TIME
Craven Thompson & Associates, Inc.	11:00 AM
Kimley-Horn and Associates, Inc.	11:45 AM

- On December 6, 2021 at 12:30 p.m. EST, following the Oral Presentations/Interviews an Evaluation Committee meeting was held. The Evaluation Committee were provided with their initial Evaluation Sheets (from the initial Evaluation Committee meeting) and the Final Evaluation Sheets (after Oral Presentations/Interviews) which was independently filled-out after their discussions.
- The proposals were evaluated based on the following weighted criteria:

<u>Criteria</u>	<u>Weight</u>
Qualifications and Experience of Principals and Staff Including Structure, Organization, Background, Resources, Personnel Experience, Demonstrated Competence and Performance Ability in Engineering and Urban Streetscape Design, as well as Demonstrated Success on Similar Projects	3
Personnel qualifications including education and experience of key team members assigned to the project	3
Understanding of the Project and Work Tasks	3
History and Past Performances of Similar Projects	3
Clear, Creative and Reasonable Project Approach	2
Quality of Presentation including Graphics, Verbal Skills, Time Management and Response to Questions	1

- The results of the final ranking (After Oral Presentations/Interviews) are as follows:

Ranking:	Priscilla Cygielnik	Stephen Graham	Eric Power	Total	Ranking
Kimley-Horn and Associates, Inc.	137 / ²	132 / ¹	138 / ¹	4	1
Craven Thompson & Associates, Inc.	138.60 / ¹	129.15 / ²	134.40 / ²	5	2

- Craven Thompson & Associates, Inc. met the City's Disadvantaged Business Enterprise Program as detailed in Section 38-130 of the City of Deerfield Beach Code of Ordinances which allows their scores to be adjusted upward by five percent. The adjusted scores are reflected in the above ranking table.

- Following the final ranking (after oral presentations), Priscilla Cygielnik made a motion to recommend to the City Commission, to approve the ranking and award a contract to the first ranked proposer Kimley-Horn and Associates, Inc. This motion was seconded by Stephen Graham. The Evaluation Committee was unanimous in their decision.
- Reference checks were conducted on Kimley-Horn and Associates, Inc. and revealed positive ratings.
- Documentation related to this solicitation may be obtained by e-mailing sfrancis@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, the Evaluation Committee is recommending to the City Commission, to approve the ranking and award a contract to the first ranked proposer Kimley-Horn and Associates, Inc.

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

Att. Scope of Services

c: Jeremin Worlds, Senior Buyer

SECTION VI – SCOPE OF SERVICES

1. General

The City of Deerfield Beach (the “City”) is seeking the services of qualified and experienced firm (the “Consultant”) to provide professional engineering services consistent with the requirement of the Competitive Consultant’s Negotiation Act (CCNA), Florida Statutes § 287.055 design and engineering services for roadway and drainage improvements along FAU Research Park Blvd (SW 11th Way) from SW 48th Street to SW 10th Street. The successful proposer shall provide the City with a certification stating that all documents submitted meet a level of completeness in accordance with local engineering standards.

2. Scope of Work

a. Roadway

- i. The proposed project scope includes street widening from two to four lanes, the addition of sidewalks, buffered bicycle lanes, and linear walking trails to encourage multiple modes of transportation, innovative intersection design, landscaping, lighting, and stormwater improvements for the entire area. The proposed roadway improvements align with the City’s Complete Streets Guidelines adopted in August 2013.
- ii. The proposed project will include the addition of bicycle facilities in the form of buffered bike lanes and/or a multi-use off-road trail. In addition, high visibility crosswalk markings are proposed at the schools and applicable intersections. There are two schools accessible via FAU Research Park Blvd (SW 11th Way), Deerfield Beach High and Highlands Christian Academy.
- iii. FAU Research Park Blvd (SW 11th Way) is near state highway, Interstate 95 (I-95). Expansion of this area will provide necessary capacity improvements to alleviate traffic congestion on I-95, particularly during events such as emergency operations, and traffic disturbances (i.e. roadway construction).

b. Sidewalks

The existing area lack continuity of sidewalks which varies from 0 ft. - 5 ft. The proposed project will include a minimum 5 ft. wide sidewalks on both sides of the street. Sidewalks will be ADA compliant and provide for a continuous pedestrian access route along FAU Research Park Blvd (SW 11th Way) and to two area schools. High visibility crosswalks are proposed near the schools and at applicable intersections.

c. Drainage

FAU Research Park Blvd (SW 11th Way) is a flood prone area that relies primarily on a roadside swale ditch system which has become vulnerable to extreme weather events. Adaptation to flooding is critical to increase the area's resiliency. The proposed project will include the addition of bioswales and a closed drainage system. A drainage analysis is required. The following drainage improvements are not eligible for transportation surtax funding:

- (i) increases to the stormwater system to accommodate a drainage area greater than the eligible size; and
- (ii) improvements to address runoff from private roads and/or developments.

d. Landscaping

The existing area has limited landscape. The proposed project will include Florida-Friendly Landscaping. Native species, drought tolerant and low maintenance plants will be primarily utilized in the proposed median and bioswales, as applicable. The 'Right Plant, Right Place' principle will apply. To conserve water, a water efficient and remote system compatible irrigation system is planned for the proposed median.

e. Lighting

The existing lighting is limited to roadway lights. The proposed lighting will include, not only roadway lights, but the addition of pedestrian level lights that are energy efficient (LED) to help reduce the City's greenhouse gas (GHG) emission and energy usage. Deerfield Beach High School, Highlands Christian Academy, and the City's Teen Center are accessible via FAU Research Park Blvd (SW 11th Way); thus, adequate lighting in this area will help increase student safety. Additionally, the proposed lighting will also benefit occupants of a nearby senior housing development, Praxis. A lighting justification report consistent with Broward County and FDOT policies and the criteria outlined in the then-current version of the Florida Greenbook is required for lighting system improvements.

f. Utilities

Road widening of FAU Research Park Blvd (SW 11th Way) may require relocation of an existing 12" water main to facilitate future maintenance. Additionally, future development of vacant lots in the surrounding area (approx. 500,000 square footage) may create capacity issues for the existing lift stations in the area. Consequently, a new lift station may need to be constructed. It is important to separate the costs for this planning effort as these design improvements are a locally-funded initiative.

g. Exclusions from Surtax Funding

The Scope of Work is funded in whole or in part by the transportation surtax levied pursuant to Section 31½-71, et seq., of the Broward County Code of Ordinances (the "County Surtax Ordinance"). This solicitation and Consultant's final contract with the City are therefore subject to the terms and conditions of the County Surtax Ordinance, Section 212.055(1) of the Florida Statutes, and the terms and conditions of the interlocal funding agreement between Broward County, a political subdivision of the State of Florida ("County") and the City.

Design elements ineligible for transportation surtax funding (including those listed below) must be adequately and separately itemized in Consultant's invoices, applications for reimbursements, and financial records. The following transportation surtax ineligible items shall be prepared by the Consultant as required in this RFQ but will be funded with non-transportation surtax funding:

- Decorative lighting and road signage, brick pavers, and similar items.
- High-end or decorative lighting improvements.
 - Any lighting improvement design costs in excess of comparable *standard* lighting costs are ineligible for transportation surtax funding.
 - If high-end or decorative lighting improvements will be included, a cost comparison report for comparable *standard* lighting must be prepared by the Consultant to be provided to County by the City.
- Utility system improvements. The following drainage improvements are not eligible for transportation surtax funding:

- (i) increases to the stormwater system to accommodate a drainage area greater than the eligible size; and
- (ii) improvements to address runoff from private roads and/or developments.

3. Scope of Services

The City of Deerfield Beach is seeking a consultant to provide engineering services to prepare construction documents for the improvements to FAU Research Park Blvd (SW 11th Way) from SW 48th Street to SW 10th Street. The services shall include the following:

- Field reconnaissance
- Preliminary design
- Environmental assessment and permitting
- Final design
- Bidding & Negotiation

4. Project Limits

- From SW 48th Street to SW 10th Street.

5. Description of Improvements

The design services will include the following:

- Street widening from two to four lanes, the addition of sidewalks, buffered bicycle lanes, and linear walking trails - minor alteration of the horizontal and vertical geometry.
- Utility system adjustments.
- Installation of a closed drainage system.
- Lighting.
- Landscaping and Irrigation.
- Installation of signs and pavement markings.
- Maintenance of Traffic.

6. Field Reconnaissance (Highway Survey)

The Consultant shall conduct a topographic survey within the project limits to include the following:

- Establish horizontal and vertical control.
- Establish coordinates and closed set of base lines for streets.
- Locate surface detail including signs, utility poles, driveways, isolated trees with species and sizes, fences, walks, mailboxes, etc.
- Locate edge of pavement, shoulders, sidewalks, etc.
- Determine existing ground cross sections at driveways, private walkways and critical locations.
- Locate utilities that are visible or marked out in the field.
- Locate wetland flags with elevations delineating wetland boundaries.
- Reduce, check, and plot survey data at appropriate scale. Surface detail shall include buildings, doorways, curbs, sidewalks, utility poles, utility covers, right-of-way's (ROWs).
- Right-of-Way Research.
- Utility Research.
- The Consultant will obtain plans from private and public utilities within the project limits and plot the information on the prepared base plans.

- The Consultant will research the roadway layout within the project limits for information regarding parcel ownership, deed restrictions, utility easements, etc. Information obtained through ROW research will be drafted on the base plan.

7. Preliminary Engineering

a. Preliminary Design

The Consultant will prepare a preliminary roadway plan for the improvements to FAU Research Park Blvd (SW 11th Way) from SW 48th Street to SW 10th Street. The Consultant shall perform the following services:

- Prepare graphic geometrics of existing roadway alignment.
- Design a typical roadway section based on the conceptual prepared by the City of Deerfield Beach.
- Define project limits, construction materials, and conceptual details.
- Identify easements as required.
- Identify limits of temporary construction impacts for the purpose of developing temporary construction easements as required.
- Prepare a lighting justification report and a cost comparison showing comparable standard lighting costs signed by the Consultant.
- Prepare a conceptual drainage design.

b. Preliminary Estimate

- A preliminary construction estimate will be prepared for use in budgeting the project.
- Construction elements and associated costs ineligible for transportation surtax funding (pursuant to the County Surtax Ordinance and Section 212.055(1) of the Florida Statutes) must be adequately and separately itemized in the final plans.

8. Environmental Assessment and Permitting

The CONSULTANT will prepare the following:

- Drainage and Stormwater Management Report (which shall be submitted no later than the date of the Consultant's 60% Design Submittal); and
- All required Permit applications and submittal to agencies having jurisdiction.

9. Final Engineering

The CONSULTANT shall proceed with Final Engineering tasks as outlined below.

Final Design - Plans and Specifications

- The Consultant shall prepare the 100 percent Design Submissions for review and comment by the City of Deerfield Beach. Comments shall be considered and incorporated during this task.
- The Consultant shall prepare Contract Plans and Specifications.

10. Project Meetings

The Consultant will attend project meetings with the City of Deerfield Beach and other groups as required for the project. Services include preparation, travel, attendance, supporting graphics and documentation in the form of meeting notes.

11. Public Meetings/Hearings

The CONSULTANT will attend public meetings/hearings with the City of Deerfield Beach, as required.

12. Bidding and Negotiating

The Consultant shall assist the City of Deerfield Beach in advertising the project to solicit construction bids. The Consultant shall maintain a record of prospective bidders to whom Bidding Documents have been issued, attend a pre-bid conference, and receive and process deposits for bidding documents. The Consultant will also issue addenda to interpret and/or clarify the bidding documents; assist the City of Deerfield Beach in determining the acceptability of alternatives proposed by contractors, attend the bid opening, prepare bid tabulation sheets, and assist the City of Deerfield Beach in evaluating bids or proposals. The Consultant shall also assist the City of Deerfield Beach in selecting a contractor and awarding the construction contract.

13. Construction Phase Services

The CONSULTANT shall provide construction phase services limited to interpretations and clarifications of the contract documents, shop drawing review, and field inspection to assess substantial completion and punch list items.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-1087

Agenda Date: 1/4/2022

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Proposals #21-35-PC for the Aquatics Facility Renovations - Deerfield Beach Middle School; authorizing execution of an agreement with the top ranked, responsive and responsible contractor, Recreational Design and Construction, Inc., for the renovations in an amount not to exceed \$1,621,400.00; providing for implementation and an effective date. (Funds from American Rescue Plan - \$898,073)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$898,073

Account Name: American Rescue Plan Funds

Background/History

On July 2, 2021, the Request for Proposals for the Aquatics Facility Renovations at Deerfield Beach Middle School, RFP #21-35-PC (the "RFP"), was advertised in the legal notices section of the Sun-Sentinel and was sent to 348 prospective Offerors via the e-Procurement Marketplace. A site visit was conducted on July 12, followed by a non-mandatory pre-proposal conference on July 13, 2021. Two addendums were issued and the RFP closing date was extended to allow proposers additional time to submit responses. On November 9, 2021 at 11:00 am, the Purchasing and Contract Administration Division closed and unsealed two responses. Each Evaluation Committee Member independently reviewed and scored the two responsive proposals in accordance with the weighted criteria stated in the RFP. The Evaluation Committee was unanimous in their decision to recommend awarding of the contract to the first ranked proposer, Recreational Design and Construction, Inc.

Section 2.15(d) of the existing Lease Agreement between the City and the School Board of Broward County provides that "ajor repairs to the pool in excess of \$10,000 shall be completed on a pro-rata bases with both parties paying fifty (50) percent of the cost of the major repair."

Current Activity

Using the bid tabulation submitted, the School Board calculated their contribution of the price of the Committee's recommended proposer based upon the agreed percentage cost allocations, and City staff reviewed and concurred with the School Board's contribution of \$723,326.34 towards the Project. Specific bid unit items, such as the replacement Competition Time System, are excluded from the School Board's participating contribution. The City will be responsible for the balance of the cost in the amount of \$898,073.

Recommendation

It is the Evaluation Committee's recommendation to award the contract to the first ranked proposer, Recreational Design and Construction, Inc.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE RANKING AND AWARD OF REQUEST FOR PROPOSALS #21-35-PC FOR THE AQUATICS FACILITY RENOVATIONS – DEERFIELD BEACH MIDDLE SCHOOL; AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE TOP RANKED, RESPONSIVE AND RESPONSIBLE CONTRACTOR, RECREATIONAL DESIGN AND CONSTRUCTION, INC., FOR THE RENOVATIONS IN AN AMOUNT NOT TO EXCEED \$1,621,400.00; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City and the School Board of Broward County (“SBBC”) are seeking a contractor to construct the proposed improvements for the Aquatics Facility Renovations at the Deerfield Beach Middle School (the “Project”); and

WHEREAS, the City issued Request for Proposals No. 21-35-PC for the Aquatics Facility Renovations – Deerfield Beach Middle School (the “RFP”); and

WHEREAS, the RFP was advertised in the legal notices section of the Sun Sentinel on July 2, 2021, and the notice was also sent to 348 prospective respondents via the e-Procurement Marketplace; and

WHEREAS, 23 firms viewed the RFP documents; and

WHEREAS, on July 12, 2021 at 9:00 a.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, the evaluation committee independently reviewed and scored the two responsive proposals 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 November 30, 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 Recreational Design and Construction, Inc. (“RDC”) as the top ranked, responsive and responsible contractor; and

WHEREAS, RDC submitted a proposal for the Project in an amount not to exceed \$1,621,400.00 (the “Total Project Cost”); and

WHEREAS, SBBC’s share of the Total Project Cost is \$723,326.34 (the “SBBC Contribution”); and

WHEREAS, the evaluation committee recommends that the City Commission approve the ranking and award of the RFP to RDC, and authorize execution of an agreement with RDC 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 RDC for the Project.

Section 3. The City Manager is hereby authorized to execute an agreement with RDC for the Project in an amount not to exceed \$1,621,400.00, subject to SBBC’s written commitment to pay the City the SBBC Contribution, which agreement shall be 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 _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Memorandum

TO: Priscilla Cygielnik, Director of Environmental Services

FROM: Paul Collette, Buyer

THRU: Stephanie Tinsley, Chief Financial Officer

DATE: December 10, 2021

RE: **Aquatics Facility Renovations – Deerfield Beach Middle School,
RFP #21-35-PC**

The Purchasing and Contract Administration Division issued a Request for Proposals for the Aquatics Facility Renovations – Deerfield Beach Middle School, RFP #21-35-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 July 2, 2021 the RFP was advertised in the legal notices section of the Sun-Sentinel. The notice was sent to three hundred and forty-eight (348) prospective Offerors via the e-Procurement Marketplace.
- Twenty-three (23) vendors viewed the documents of the RFP.
- On July 12, 2021 at 9:00 a.m., a Non-Mandatory Site Visit / Examination was held in person.
- On July 13, 2021 at 2:00 p.m., a Non-Mandatory 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.
- RFP closing date was extended to allow proposers additional time to submit their responses due to the Addendum changes made to the RFP documents.
- On November 9, 2021 at 11:00 a.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.
- Received two (2) No Bids (GFA International, MBR Construction, Inc.). Reasons: GFA International does not provide these services, they are an Engineering Consultant for Construction testing and Geotechnical services; MBR Construction, Inc. the scope of work is currently outside of their services.
- 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 two (2) responsive proposals in accordance with the weighted criteria stated in the RFP prior to the initial public Evaluation Committee meeting held on November 30, 2021 at 11:00 a.m. EST.

The Evaluation Committee consisted of: Priscilla Cygielnik, Director of Environmental Services; Teresa Rynard, Director of Parks and Recreation; Gregory Naranjo, Aquatics Manager. One of the original Evaluation Committee Members, Gregory Boardman, Project Manager III, School Board of Broward County was unable to participate and withdrew from the Evaluation Committee. Teresa Rynard, the approved Evaluation Committee alternate replaced Gregory Boardman.

- 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	5
Understanding of the Project and Work Tasks	3
History and Past Performances of Similar Projects	3
Financial Stability	2
Demonstration of Participation Plan, Completeness and Accuracy (if DBE participation is required)	1

- The proposals were scored and ranked (After Evaluation Committee Members Independent Review) as follows:

Ranking:	Priscilla Cygielnik	Gregory Naranjo	Teresa Rynard	Total	Ranking
Recreational Design and Construction, Inc.	192 / ¹	186 / ¹	155 / ¹	3	1
AuMiller Pools	100 / ²	159 / ²	82 / ²	6	2

- After Evaluation Committee Discussion of the two proposals, the scores were changed by Teresa Rynard for both proposers and reflected in the Ranking table below.

Ranking:	Priscilla Cygielnik	Gregory Naranjo	Teresa Rynard	Total	Ranking
Recreational Design and Construction, Inc.	192 / ¹	186 / ¹	137 / ¹	3	1
AuMiller Pools	100 / ²	159 / ²	100 / ²	6	2

- Following the rankings, Priscilla Cygielnik made a motion to recommend the first ranked proposer, Recreational Design and Construction, Inc. to the City Commission. This motion was seconded by Teresa Rynard. The Evaluation Committee was unanimous in their decision.
- Reference checks were conducted on Recreational Design and Construction, Inc. and revealed positive ratings.
- Documentation related to this solicitation may be obtained by e-mailing sfrancis@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, the Evaluation Committee is recommending the first ranked proposer, Recreational Design and Construction, Inc. to the City Commission.

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: Jeremin Worlds, Senior Buyer

1	MOBILIZATION/DEMOBILIZATION.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Recreational Design & Construction, Inc.	1	Lump Sum	\$79,500.00	\$79,500.00
	AuMiller Pools	1	Lump Sum	\$100,000.00	\$100,000.00
2	BONDS AND INSURANCE.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Recreational Design & Construction, Inc.	1	Lump Sum	\$40,200.00	\$40,200.00
	AuMiller Pools	1	Lump Sum	\$85,000.00	\$85,000.00
3	SURVEY LAYOUT RECORD DRAWINGS.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	AuMiller Pools	1	Lump Sum	\$10,000.00	\$10,000.00
	Recreational Design & Construction, Inc.	1	Lump Sum	\$21,600.00	\$21,600.00
4	PERMIT FEES.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Recreational Design & Construction, Inc.	1	Lump Sum	\$30,280.00	\$30,280.00
	AuMiller Pools	1	Lump Sum	\$37,500.00	\$37,500.00
5	DEWATERING SYSTEM.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Recreational Design & Construction, Inc.	1	Lump Sum	\$47,800.00	\$47,800.00
	AuMiller Pools	1	Lump Sum	\$75,000.00	\$75,000.00
6	REMOVE AND DISPOSE OF EXISTING BOTTOM LINER.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Recreational Design & Construction, Inc.	1	Lump Sum	\$20,300.00	\$20,300.00
	AuMiller Pools	1	Lump Sum	\$95,000.00	\$95,000.00
7	REMOVE AND RESET EXISTING FENCING				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Recreational Design & Construction, Inc.	1	Lump Sum	\$5,600.00	\$5,600.00
	AuMiller Pools	1	Lump Sum	\$15,000.00	\$15,000.00
8	REMOVE AND DISPOSE OF EXISTING CONCRETE DECK SLAB.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Recreational Design & Construction, Inc.	1	Lump Sum	\$37,000.00	\$37,000.00
	AuMiller Pools	1	Lump Sum	\$97,500.00	\$97,500.00

9	REMOVE AND DISPOSAL OF EXISTING GUTTER SYSTEM				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Recreational Design & Construction, Inc.	1	Lump Sum	\$17,100.00	\$17,100.00
	AuMiller Pools	1	Lump Sum	\$275,000.00	\$275,000.00
10	OPTION A- INSTALL NEW GUTTER SYSTEM AS PER TECHNICAL SPECIFICATION, PLANS AND DETAILS.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Recreational Design & Construction, Inc.	1	Lump Sum	\$0.00	\$0.00
	AuMiller Pools	1	Lump Sum	\$209,714.00	\$209,714.00
11	OPTION B - REPAIR EXISTING GUTTER SYSTEM AS PER TECHNICAL SPECIFICATION, PLANS AND DETAILS.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	AuMiller Pools	1	Lump Sum	\$0.00	\$0.00
	Recreational Design & Construction, Inc.	1	Lump Sum	\$238,000.00	\$238,000.00
12	INSTALL MISCELLANEOUS PIPING.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Recreational Design & Construction, Inc.	1	Lump Sum	\$9,100.00	\$9,100.00
	AuMiller Pools	1	Lump Sum	\$225,000.00	\$225,000.00
13	ABANDON AND GROUT POOL FLOOR INLETS.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	AuMiller Pools	1	Lump Sum	\$20,000.00	\$20,000.00
	Recreational Design & Construction, Inc.	1	Lump Sum	\$47,300.00	\$47,300.00
14	PRESSURE GROUT REPAIRS TO COLLECTOR TANKS AND BUILDING.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Recreational Design & Construction, Inc.	1	Lump Sum	\$14,400.00	\$14,400.00
	AuMiller Pools	1	Lump Sum	\$35,000.00	\$35,000.00
15	INSTALL NEW CONCRETE DECK SLAB.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	AuMiller Pools	1	Lump Sum	\$95,000.00	\$95,000.00
	Recreational Design & Construction, Inc.	1	Lump Sum	\$170,500.00	\$170,500.00
16	INSTALL NEW DECK DRAIN.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Recreational Design & Construction, Inc.	1	Lump Sum	\$8,500.00	\$8,500.00
	AuMiller Pools	1	Lump Sum	\$45,000.00	\$45,000.00

17	SWIM START PLATFORMS.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Recreational Design & Construction, Inc.	1	Lump Sum	\$100,100.00	\$100,100.00	
	AuMiller Pools	1	Lump Sum	\$125,000.00	\$125,000.00	
18	INSTALL NEW PVC BOTTOM LINER.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Recreational Design & Construction, Inc.	1	Lump Sum	\$244,900.00	\$244,900.00	
	AuMiller Pools	1	Lump Sum	\$275,000.00	\$275,000.00	
19	RE-INSTALL MAIN DRAIN COVERS.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Recreational Design & Construction, Inc.	1	Lump Sum	\$5,800.00	\$5,800.00	
	AuMiller Pools	1	Lump Sum	\$15,000.00	\$15,000.00	
20	ABANDON AND FILL WALL LIGHT NICHES.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	AuMiller Pools	1	Lump Sum	\$12,500.00	\$12,500.00	
	Recreational Design & Construction, Inc.	1	Lump Sum	\$20,300.00	\$20,300.00	
21	INSTALL NEW PVC WALL LINER					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Recreational Design & Construction, Inc.	1	Lump Sum	\$75,000.00	\$75,000.00	
	AuMiller Pools	1	Lump Sum	\$150,000.00	\$150,000.00	
22	INSTALL NEW WALL TARGETS AND BOTTOM MARKINGS.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Recreational Design & Construction, Inc.	1	Lump Sum	\$48,800.00	\$48,800.00	
	AuMiller Pools	1	Lump Sum	\$140,000.00	\$140,000.00	
23	COLLECTOR TANK REPAIR.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	AuMiller Pools	1	Lump Sum	\$9,500.00	\$9,500.00	
	Recreational Design & Construction, Inc.	1	Lump Sum	\$28,800.00	\$28,800.00	
24	FURNISH COMPETITION TIME SYSTEM.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	AuMiller Pools	1	Lump Sum	\$50,000.00	\$50,000.00	
	Recreational Design & Construction, Inc.	1	Lump Sum	\$53,020.00	\$53,020.00	

25	FURNISH AND INSTALL NEW SCOREBOARD.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Recreational Design & Construction, Inc.	1	Lump Sum	\$58,600.00	\$58,600.00	
	AuMiller Pools	1	Lump Sum	\$85,000.00	\$85,000.00	
26	DECK LIGHTING UPGRADES.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Recreational Design & Construction, Inc.	1	Lump Sum	\$123,900.00	\$123,900.00	
	AuMiller Pools	1	Lump Sum	\$470,625.00	\$470,625.00	
27	CONTINGENCY.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Recreational Design & Construction, Inc.	1	Lump Sum	\$75,000.00	\$75,000.00	
	AuMiller Pools	1	Lump Sum	\$75,000.00	\$75,000.00	

Event Number	21-35-PC Addendum 2	Organization	City of Deerfield Beach
Event Title	Aquatics Facility Renovations - Deerfield Beach Middle School	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach is soliciting sealed responses from qualified	Event Owner	Paul Collette
Event Type	RFP	Email	pcollette@deerfield-beach.com
Issue Date	7/2/2021 11:52:05 AM (ET)	Phone	(954) 480-4418
Close Date	11/9/2021 11:00:00 AM (ET)	Fax	(954) 480-4388

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Recreational Design & Construction, Inc.	Fort Lauderdale	FL	11/9/2021 09:37:44 AM (ET)	27	\$1,621,400.00
AuMiller Pools	Winter Park	FL	11/9/2021 10:48:49 AM (ET)	27	\$2,827,339.00

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

The work covered by these specifications, includes the furnishing of all labor, equipment, materials, and performing all operations to construct the proposed improvements for the Aquatics Facility Renovations at the Deerfield Beach Middle School, 501 SE 6th Avenue, Deerfield Beach, FL 33441. The proposed renovations include, but are not limited to, the replacement of the existing pool gutter system and all associated piping, replacement of portions of the concrete decking, installation of bottom and sidewall PVC lining system along with all associated striping and wall markers, replacement of the swim starting platforms, replacement of the existing scoreboard with a new board mounted on the existing columns, replacement of the stadium light fixtures with new LED fixtures, installation of depth markers and required signage, and repair of the fiberglass collector tanks. The proposed improvements associated with this project are further described in the Contract Documents that consist of the Plans and Designs and Technical Specifications.

2. Plans and Designs / Technical Specifications

Refer to: Exhibit I – Plans and Details, Exhibit II – Technical Specifications.

3. Protection of Property

- a. The Contractor shall at all times guard against damage or loss to 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 the project.

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 Contractor's supervisory staff on-site or the managerial point of contact designated to the contract.
- b. The Contractor's 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 their uniform. The Contractor agrees that the owners of the company, or officers if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for acts of their personnel while on duty.

- c. At least one (1) employee in a supervisory role at the worksite must be able to communicate clearly and fluently in the English language.
- d. 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.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-1057

Agenda Date: 1/4/2022

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 22 "CEMETERIES" OF THE CITY CODE OF ORDINANCES TO REVISE AND UPDATE THE CEMETERY PROVISIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for February 1, 2022

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Per the City Code of Ordinances, the cemetery operations allocation of revenues from cemetery operations are covered under Chapter 22 - Cemeteries. This Ordinance was last updated in 1979 and created a cemeteries commission consisting of the acting members of the City Commission as a Board of trustees for the purposes of administering endowment or perpetual care funds. Chapter 22 also designates the following funds for allocation of revenues from cemetery operations:

Sec. 22-78 Perpetual care fund

Sec. 22-79 General reserve endowment fund

Sec. 22.80 Cemetery general fund

Current Activity

Currently, the City is depositing the fees collected for plots and perpetual care funds into the Cemetery Trust Reserve (Fund 605). Fees collected for burial services and overtime costs are deposited in the General Fund (001).

The enclosed Ordinance amends Chapter 22 to remove references to the Cemeteries Commission, address the deposit of cemetery revenues and uses and current accounts for perpetual care and cemetery funds, remove the minimal specified amount from burial rights sales that is placed in the perpetual care fund (\$3.00 per SF established in 1979) and provide that all fees, charges and fines associated with the City Cemeteries shall be established by Resolution of the City Commission.

Recommendation

Staff recommends updating Chapter 22 of the Code of Ordinances as set forth in the enclosed Ordinance.

ORDINANCE NO. 2022

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 22 “CEMETERIES” OF THE CITY CODE OF ORDINANCES TO REVISE AND UPDATE THE CEMETERY PROVISIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, Chapter 22 of the City Code provides for the supervision of City cemeteries and accounting of cemetery fees; and

WHEREAS, many of the provisions set forth in Chapter 22 of the City Code have not been updated or amended since 1979; and

WHEREAS, staff recommends the City Commission adopt this ordinance, amending Chapter 22 “Cemeteries” of the City Code to revise and update the cemetery provisions.

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

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

Section 2. Chapter 22 “Cemeteries” of the City Code of Ordinances is hereby amended to read as follows:¹

Chapter 22 CEMETERIES

ARTICLE I. IN GENERAL

Sec. 22-1. ~~Municipal~~ City cemeteries designated.

The following lands owned by the ~~e~~City are hereby designated ~~municipal~~ City cemeteries and are to be used for burial of dead bodies of human beings, subject to this article and to rules and regulations adopted pursuant to this article:

- (1) Lots 5 to 20, both inclusive, of block A; lots 5 to 20, both inclusive, of block B; all of block C; and lots 10, 11 and 12 in block D, of F.A. Barrett's subdivision, according to the plat thereof recorded in Plat Book 7, page 1, of the public records of Broward County, Florida, such cemetery to be known as “Deerfield Beach Memorial Park.”

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

- (2) Block 19, Carver Heights first addition, according to the plat thereof recorded in Plat Book 26, page 10, of the public records of Broward County, Florida, such cemetery to be known as “Pine View Cemetery.”

Sec. 22-2. Burial prohibited except in duly designated or platted cemeteries.

It shall be unlawful for any person to bury the dead body of any human being within the corporate limits of the city, except in either one of the ~~municipal~~City cemeteries designated in this ~~division~~Article, or in a platted cemetery. The plat for non-municipal cemeteries must be the plat of which has been approved by the eCity eCommission, and which plat shall show the size and situation of the cemetery, its subdivisions, and the methods used and intended to be used to designate plainly the location of burying lots or graves therein, and which plat shall be recorded in the public records of Broward County, Florida, and a A copy thereof of the recorded plat shall be furnished to the eCity.

Sec. 22-3. Penalties.

Any violation of the provisions of this chapter shall be punishable pursuant to section 1-15 of this Code.

Secs. 22-4—22-30. Reserved.

ARTICLE II. CEMETERY COMMISSION RESERVED.

~~Sec. 22-31. Created; members.~~

~~A municipal cemeteries commission is hereby created to act as a board of trustees for the purpose of administering endowment or perpetual care funds. The municipal cemeteries commission and board of trustees shall consist of the duly qualified and acting members of the city commission sitting as a board of trustees and constituting the municipal cemeteries commission.~~

~~Sec. 22-32. Powers and duties.~~

~~The municipal cemeteries commission shall have the following powers and duties:-~~

- ~~(1) To designate a bank or trust company licensed in this state, as trustee, to handle the investment of fiduciary funds and to manage funds collected for the perpetual care of lots and collected for the general reserve endowment fund, which trustee shall, at the end of each fiscal year, furnish the city and municipal cemeteries commission a complete financial statement as to the condition of various investments held for the municipal cemeteries.~~
- ~~(2) The municipal cemeteries commission hereby authorizes the expenditure of funds for the maintenance, operation and development of the municipal cemeteries, such funds to be derived from the general cemetery fund or general fund of the city.~~

Secs. 22-313—22-55. Reserved.

ARTICLE III. SUPERVISION OF MUNICIPAL CITY CEMETERIES

Sec. 22-56. Designated; duties.

Supervision of ~~municipal~~ the City cemeteries shall be under the general direction of the ~~Director of the Parks and Recreation Department~~, who shall designate a Cemetery Manager ~~city employee to be responsible for have the general management of matters pertaining to the operation of municipal the City cemeteries.~~, ~~such employee to be known as the cemetery manager.~~ The designated employee, the Cemetery mManager, shall have the following duties and responsibilities, together with the powers incidental thereto:

- (1) To ~~see ensure~~ that the rules and regulations for the City cemeteries, approved by resolution of the City Commission (the "Rules and Regulations"), promulgated by the city commission are complied with ~~carried out~~.
- (2) To keep a complete and accurate record of the name of the deceased, the subdivision, lot, and section upon which burial is made, and the date of burial, ~~and the name of the funeral director conducting the funeral.~~
- (3) To ~~demand and~~ examine the required burial permit and any related documents to refuse burial until such permit and papers shall for compliance with state law and the Rules and Regulations. The Cemetery Manager shall refuse to approve a burial until the permit and related documents are in compliance with state law and the Rules and Regulations. ~~rules and regulations of the municipal cemeteries.~~
- (4) To authorize the digging and filling of all graves and to reopen a grave upon request of a duly authorized and competent party, and to do all other work required in the operation of the cemeteries. ~~Provided, however, the rules and regulations adopted by the city commission may authorize the opening and closing of graves by volunteer persons or by licensed funeral directors, provided such opening and closing is supervised by the manager or his authorized representative.~~
- (5) ~~To make monthly and annual reports to the city manager showing each individual interment, with other pertinent information, and a statement of the lots sold and funds received and turned over to the city finance officer.~~
- (65) To aid and assist the public in the location of lots or burial spaces or in interpreting the meaning of this ~~a~~ Article and to take such steps as are necessary for the protection and convenience of funeral parties.
- (76) To keep a ~~duplicate plat and~~ record of municipal City cemeteries showing sections, lots and subdivisions with the location, name and date of all burials.

- (87) To keep a plat and plat book of the cemeteries ~~on which that~~ shall be shown all lots ~~which that~~ are sold or are for sale and a record made of the date, name and funeral director conducting the funeral for all deceased persons buried therein.
- (98) To sell such lots ~~as are authorized by the municipal cemeteries commission~~ at the price and under the restrictions set by resolution of the City Commission ~~municipal cemeteries commission~~; and to issue a deed, upon the payment of the ~~whole full~~ amount, ~~naming such special restrictions as are not embodied in this article~~, signed by the proper ~~e~~City officers and stamped with the seal of the ~~e~~City.
- (109) To enter into contracts with persons desirous of purchasing lots in the ~~municipal~~ City cemeteries, after collecting full payment, ~~at least a quarter of the whole amount and receiving satisfactory security for the balance; provided, that n~~No deed shall be issued until the payment is made in full ~~with interest~~, and the contract ~~to be~~ is signed by the proper ~~e~~City officers.
- (110) To record the transfer of title from one owner to another after a request for transfer has been made and authorized by the city manager.
- (12) ~~To notify the city manager as soon as possible of the sale of lots, with the names of owners, the date, time of day, sections, lots and subdivisions of all proposed interments together with the name of the deceased and the funeral director.~~
- (1311) To collect all monies in payment for lots, ~~burial permits, annual perpetual care~~ and for all services rendered by the employees of the cemeteries in the performance of their duties, and such monies so collected shall be deposited with the finance officer who shall give a receipt for funds so deposited.

Secs. 22-57—22-75. Reserved.

ARTICLE IV. FUNDS

Sec. 22-76. Fiscal year.

~~A municipal~~ The City eCemeteries~~y~~ shall be operated on a fiscal year basis commencing on October 1 of each year and ending September 30 of the year following.

Sec. 22-77. Duties of finance officer relative to ~~municipal~~ City cemeteries.

- (a) In connection with the operation of ~~municipal~~ City cemeteries it shall be the duty of the Chief Financial Officer ~~finance officer~~ to receive and deposit all sums in payment of lots and in payment of cemetery services into the appropriate accounts as set forth in this Article, ~~general cemetery fund, except as such sums as are paid for perpetual care, which shall be held and invested as provided under this article and the state laws governing such trust funds.~~

- (b) At the end of each calendar month quarter, the Director of the Parks and Recreation Department, in coordination with the Chief Financial Officer, city finance officer shall issue to the City Manager a financial statement giving the amount received from lot sales, the lots which that were sold, the amount set aside in the perpetual care fund for each lot, and the amount set up in the general reserve endowment fund and deposited in the general cemetery account fund. The Chief Financial Officer-city finance officer shall also show on the statement the amount expended from the interest of the perpetual care fund for the upkeep of lots, the amount expended from the general reserve endowment fund and the amount expended from the general cemetery account fund.

Sec. 22-78. Perpetual care fund- Cemetery Fee Schedule.

All fees, charges, and fines associated with the burial plots and cemetery services at the City cemeteries shall be established by resolution of the City Commission. For every square foot of burial rights sold, \$3.00 shall be placed in trust in interest bearing investments as specified by state laws, and the interest derived therefrom shall be used only for the perpetual care of the cemeteries. This fund shall be used for no other purpose.

Sec. 22-79. General reserve endowment fund- Perpetual care fund.

All revenues received by the City from plot fees and perpetual care fees shall be placed in the City's Perpetual Care Fund. The Perpetual Care Fund shall be used only for the perpetual care of the City cemeteries, including but not limited to capital improvements at the City cemeteries. Ten percent of the portion remaining from lot sales, after \$3.00 per square foot has been set aside in a trust fund for the perpetual care of lots, shall be placed in a general reserve endowment fund. The net income from the general reserve endowment fund shall be used for the purpose of maintaining the portions of the cemetery exclusive of the lots themselves. This fund shall be used for no other purpose. At any time this income is not needed, the income shall be added to the principal.

Sec. 22-80. General cemetery account fund.

After making the required deposit into the Perpetual Care Fund, the remaining portion of remaining from lot sales and all operating revenues received from City cemetery operations shall be set up and deposited in an account within the City's general fund known as the general cemetery account fund. This fund shall be used for the development of, and the repayment of, funds used for the original purchase and development of cemetery property. Until such as the income from the perpetual care fund and the reserve endowment fund are sufficient to properly maintain the cemetery, such funds as are needed for this maintenance and operation shall be drawn from the general cemetery fund. No monies may be diverted from this fund for any purpose until the cemetery has been completely developed as planned, and then only for other park improvements specified by the city commission. All surplus funds remaining in the account at the end of the fiscal year shall be carried in the next year's budget. All funds shall be expended by the municipal cemeteries commission in a manner as in its judgment the need of such expenditures require. These funds are to be drawn only by proper officers of the city.

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

Section 4. The provisions of this Ordinance are declared to be severable, and, if any section, sentence, clause and/or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand despite the invalidity of any part.

Section 5. It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code of the City of Deerfield Beach, and that the sections of this Ordinance may be renumbered to accomplish such intent.

Section 6. That this Ordinance shall take effect immediately upon adoption on second reading.

PASSED 1ST READING ON THIS _____ DAY OF _____, 2022.

PASSED 2ND READING ON THIS _____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2020-668

Agenda Date: 1/4/2022

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the amended schedule of fees and charges for Pineview Cemetery and Deerfield Beach Memorial Cemetery; providing for conflicts, 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 Parks and Recreation Department oversees two City-run cemeteries, Pineview Cemetery and Deerfield Beach Memorial Cemetery (collectively, the "Cemeteries"). Chapter 22 of the City Code provides for the City Commission to adopt rules and regulations for the Cemeteries by resolution. On August 17, 2020, the City Commission adopted revised cemetery rules and regulations (the "Cemetery Rules and Regulations"). The Cemetery Rules and Regulations include additional fees that need to be added to the currently adopted cemetery fees.

Current Activity

Section 3.03 of the Cemetery Rules and Regulations requires that funeral homes provide interment instructions to the Director at least two business days prior to any cremation or interment (the "Violation Fine"). Section 3.03 also allows the Director to make exceptions to the two-day notice, subject to additional charges (the "Exception Fee"). The attached revised cemetery fee schedule adds the Violation Fines of \$200 for a first offense, \$300 for a second offense, and \$400 for the third or subsequent offense, and an Exception Fee of \$200.

The last time the resident adult plot rates were increased was in 1996 and non-resident adult plot rates were last increased in 2014. When looking at the current rates and comparing them to surrounding municipalities, as well as looking at standard inflation, it was determined that price increases were needed for the City's resident and non-resident adult plots and for reserved plots/transfer of ownership.

The proposed amended cemetery fee schedule includes the updated rates for resident and non-resident adult plots and reserved plots/transfer of ownership, and the Violation Fine and Exception Fee (the "Amended Cemetery Schedule"). In order to prevent a drastic increase in the future, staff is also proposing that the fees be adjusted annually, commencing on October 1, 2023, by the lesser of the increase in the Consumer Price Index (CPI), All Urban Consumers or 3%.

Recommendation

Staff recommends the approval of the Amended Cemetery Fee Schedule.

RESOLUTION NO. 2022/

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE
AMENDED SCHEDULE OF FEES AND CHARGES FOR
PINEVIEW CEMETERY AND DEERFIELD BEACH
MEMORIAL CEMETERY; PROVIDING FOR CONFLICTS,
IMPLEMENTATION, AND AN EFFECTIVE DATE**

WHEREAS, Chapter 22 of the City Code provides for the City Commission to adopt rules and regulations for the cemeteries in the City by Resolution; and

WHEREAS, on August 17, 2020, the City Commission adopted revised Rules and Regulations for Deerfield Beach Memorial Cemetery and Pineview Cemetery (the “Cemetery Rules and Regulations”); and

WHEREAS, the revised Cemetery Rules and Regulations added violation fees and exception fees, which do not exist under the current cemetery fee schedule; and

WHEREAS, the Parks and Recreation Department reviewed the existing fees and charges in comparison to other surrounding municipalities to determine if updates needed to be made to the fee schedule to remain competitive and account for the City’s costs of operating the cemeteries and providing cemetery services; and

WHEREAS, the proposed amended fee schedule, attached as Exhibit “A” (the “Amended Fee Schedule”), will put the City’s fees and charges on par with the fees and charges of surrounding municipalities with comparable cemeteries and services and includes the additional fees and charges provided for under the Cemetery Rules and Regulations; and

WHEREAS, City staff finds that the proposed fees set forth in the Amended Fee Schedule, attached Exhibit “A,” are reasonable; and

WHEREAS, the City Commission deems it to be in the best interests of the City to adopt the Amended Fee Schedule, attached as Exhibit “A.”

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

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

Section 2. The City Commission hereby adopts the Amended Fee Schedule, attached as Exhibit “A.”

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

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 _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

CITY CEMETERIES FEE SCHEDULE

Adult Plot (35 sq ft)*	Resident (\$600) - '96	New Resident -2022	Non-Resident (\$2340) - '14	Non-Resident -2022
Plot	\$495	\$832	\$2,235	\$2,579
Perpetual Care	\$105	\$1,275	\$105	\$1,275
Burial Services	\$535	\$535	\$695	\$695
Total	\$1,135	\$2,642	\$3,035	\$4,549
Adult Cremation (8.75 sq ft)*	Resident (\$300) - '96	New Resident	Non-Resident (\$845) - '14	New Non-Resident
Plot	\$273.75	\$460	\$818.75	\$902
Perpetual Care	\$26.25	\$319	\$26.25	\$319
Burial Services	\$335	\$335	\$435	\$435
Total	\$635	\$1,114	\$1,280	\$1,656
Infant Plot (17.5 sq ft)*	Resident (\$100) - '14	New Resident	Non-Resident (\$250) - '14	New Non-Resident
Plot	\$47.50	\$81	\$197.50	\$218
Perpetual Care	\$52.50	\$638	\$52.50	\$638
Burial Services	\$335	\$335	\$435	\$435
Total	\$435	\$1,054	\$685	\$1,291
Infant Cremation (8.75 sq ft)*	Resident (\$100) - '14	New Resident	Non-Resident (\$250) - '14	New Non-Resident
Plot	\$73.75	\$40	\$223.75	\$247
Perpetual Care	\$26.25	\$319	\$26.25	\$319
Burial Services	\$235	\$235	\$235	\$235
Total	\$335	\$594	\$485	\$801
Overtime Charge	\$375			
Exception Fee	\$200			
	1st Offense	2nd Offense	3rd Offense (Each offense thereafter)	
Rules And Regs Violation Fines	\$200	\$300	\$400	

* Commencing on October 1, 2023, and each October 1st thereafter, all of the fees in this fee schedule shall be increased annually by the increase in United States Consumer Price Index, All Urban Consumers or by 3%, whichever is less.