



Regular City Commission Meeting Agenda

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

Mayor Bill Ganz

Vice Mayor Michael Hudak

District 2 Commissioner Ben Preston

District 3 Commissioner Bernie Parness

District 4 Commissioner Todd Drosky

**Tuesday
May 3, 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: April 5, 2022, April 19, 2022

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Redevelopment Agency Meeting Minutes

Attachment: December 14, 2021

Hillsboro Inlet District Meeting Minutes

Attachment: March 21, 2022

Code Compliance Meeting Minutes

Attachment: October 5, 2021, October 18, 2021, January 11, 2022 , January 26, 2022 ,
February 8, 2022 , February 23, 2022 , March 8, 2022

African American Heritage Board Meeting Minutes

Attachment: February 10, 2022, March 10, 2022, April 7, 2022

APPROVAL OF THE AGENDA

May 3, 2022

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/86544621049?pwd=cEYyKzFoNW9UbTNac25iZnI5VitYZz09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 865 4462 1049#

Participant ID: #

Passcode: 338574#

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:

Attachment: Zoom Instructions

AWARDS & RECOGNITION

1. Presentation by State Senator Tina Polsky regarding the 2022 Legislative Session.

Sponsor: Office of the City Manager

2. Proclamation presented to the National Alliance on Mental Illness in recognition of Mental Health Awareness Month.

Sponsor: Commissioner Ben Preston

3. **Proclamation presented to U.S. Coast Guard Auxiliary Flotilla 37 in recognition of National Boat Safety Week.**

Sponsor: Vice Mayor Michael Hudak

4. **Proclamation presented to the Department of Ocean Rescue in recognition of National Beach Safety Week.**

Sponsor: Department of Ocean Rescue

5. **Certificate of Recognition presented by Captain Hofstein to BSO Law Enforcement staff.**

Sponsor: BSO - Law Enforcement

ADDENDUM

6. **Proclamation in honor of Barney Edward Chalker, Jr. (Eddie).**

Sponsor: Mayor Bill Ganz

PUBLIC HEARINGS – SECOND READING

7. **P.H. 2022-054: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 1.59 GROSS ACRES LOCATED AT 341, 351, 381, 421 & 441 SW 10TH COURT FROM BUSINESS, COMMUNITY (B-1) TO RESIDENCE, MULTI-FAMILY (RM-15) (APPLICATION 21-R-64); APPROVING THE APPLICANT'S REQUEST FOR THE ALLOCATION OF 18 FLEX UNITS; PROVIDING FOR A MAXIMUM OF 18 TOWNHOUSE DWELLING UNITS; PROVIDING FOR 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: Casual Friday - Rezoning

QUASI-JUDICIAL PUBLIC HEARINGS

8. P.H. 2022-055: APPLICATION 21-RM15-64 (Project Name: 10th and Park Townhomes)

Applicant: APPLICATION 21-RM15-64 (Project Name: 10th and Park Townhomes)

Casual Friday DB 10th ST Townhomes LLC represented by Shiff Construction & Development, Inc.

Proposal: Major Site Plan application seeking approval to construct 18 townhomes.

Location: The properties are generally described as several parcels of land on LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9, BLOCK 17, ARLINGTON PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGE(S) 52, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, and located at **341, 351, 381, 421, & 441 SW 10th Court.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: Casual Friday - Site Plan

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 - AGREEMENTS & EXPENDITURE REQUESTS

- 9. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing a sole source purchase of pneumatic actuators for the West Water Treatment Plant from Flotech, Inc., in the amount of \$46,130.00; providing for execution and an effective date. (Funds from Account #413-5000-536-60-31 - Improvements Other than Building (Filter Level & Valve Controls))**

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: Flotech, Inc.

- 10. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Contract #JPP22-06-2022 with the Areawide Council on Aging of Broward County, Inc., for the Center of Active Aging Emergency Home Energy Assistance Program; authorizing execution of the Contract in an amount not to exceed \$5,000.00; and providing an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: 2022 EHEAP

- 11. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Amendment to Contract #JP021-06-2023 with the Areawide Council on Aging of Broward County, Inc. for the Center of Active Aging Emergency Home Energy Assistance Program; authorizing execution of the Amendment; and providing an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: 2023 EHEAP

- 12. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Amendment to 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 to modify the contract term; authorizing execution of the Amendment; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: Older Americans Act

- 13. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Affiliation Agreement with Keiser University for a field placement setting for occupational therapy assistant students; authorizing the City Manager to execute the Agreement; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: Keiser University

ADDENDUM

- 14. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the purchase of a modular building and related improvements for Fire Station 111 from Advanced Modular Structures, Inc. in an amount not to exceed \$234,161.00; authorizing execution of a Purchase Agreement; providing for implementation and an effective date. (*Funds from Account #399-5060-519-62-00 - Buildings*)**

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: Advanced Modular Structures, Inc.

DEPARTMENTAL BUSINESS

- 15. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Work Authorization with Hazen and Sawyer, PC in an amount not to exceed \$499,170.00 for the design and engineering services for the West Water Treatment Plant Chemical Improvement Project; authorizing execution of the Work Authorization; and providing for an effective date. (Funds from Account #413-5000-536-60-31 - Improvements Other than Building (Chemical Feed System Upgrades))**

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: Hazen and Sawyer, PC

- 16. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the second two-year renewal term of the contract with Ashbritt, Inc. for emergency debris removal services, RFP #2016-17/26; providing for a 5% price adjustment in accordance with the contract terms; authorizing execution of the contract renewal; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Sustainable Management

Attachment: Ashbritt, Inc.

- 17. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the second two-year renewal term of the contract with Tetra Tech, Inc. for emergency debris monitoring services; providing for a 5% price adjustment in accordance with the contract terms; authorizing execution of the contract renewal; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Sustainable Management

Attachment: Tetra Tech, Inc.

COMMENTS BY ADMINISTRATION & LEGAL

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, May 17, 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, April 5, 2022

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 Bernie Parness
Commissioner Ben Preston
Vice Mayor Michael Hudak
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 loss of former Mayor Glenn Troast, Lighthouse Point, who recently passed. Thereafter was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - March 15, 2022

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

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

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Code Compliance Meeting Minutes - November 2, November 29, & December 14, 2021

Hillsboro Inlet District Meeting Minutes - February 28, 2022

Marine Advisory Board Meeting Minutes - August 19, 2021

Community Appearance Board Meeting Minutes - February 23, 2022

ACKNOWLEDGEMENT OF CITY BOARD MINUTES - CONTINUED

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

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

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

April 5, 2022

Mayor Ganz asked that a presentation be added after Item 5 for Commissioner Preston.

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

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

Nays: 0

AWARDS & RECOGNITION

1. Presentation by Representative Patricia Williams regarding the post-session summary of the 2022 Legislative Session.

State Representative Williams stated that the State's budget has been approved at \$112 billion and includes \$32 billion for education; criminal justice - \$6 billion; human resources - \$48 billion; national resources and environmental - \$19 billion; general government - \$7 billion; and affordable housing - \$337 million. Representative Williams said she personally secured \$2 million for small business loans; \$241,000 for Broward Health; \$402,000 for Lauderdale Lakes; \$500,000 for school mentoring; and others. The House voted on redistricting and appropriation, which will be addressed in Tallahassee on April 19th. She said the Governor has not approved the maps; however, the House, Senate, and Congress have been completed, but he has the right to veto anything in the budget which is why this is a proposed budget.

Continuing, Representative Williams commented on House Bill 859, Reading Achievement Initiative. The bill allows high school students the opportunity to earn credits mentoring elementary school aged children. House Bill 1011, a task force for missing children, out of care and foster care programs; however, she is unsure it will be approved. House Bill 7065 helps children in the welfare system and fatherless; funding was approved by the Governor for those willing to assist. She briefly outlined controversial bills that went forward, HB 3, HB 5, and HB 7. HB 3 would provide a police force for the Governor along with \$500 million for an oversight committee. HB 5 is referenced as the abortion bill, whereby, an abortion is not allowed after 15 weeks of pregnancy. Finally, she briefly outlined HB 7 regarding freedom of speech. In closing, Representative Williams provided information to the public should they wish to reach out to her.

2. Certificate of recognition presented to the recipients of the City of Deerfield Beach Education Advisory Board High School Scholarship.

Mayor Ganz provided certificates to Annmarie Berson-Devol and Carese Richards for their outstanding academic achievement and for being recipients of the scholarship.

3. Proclamation recognizing April as National Fair Housing Month.

Mayor Ganz read a proclamation declaring April as National Fair Housing Month; whereas, Title VII of the Civil Rights Act of 1968, better known as the Fair Housing Act, is a federal law that bans housing discrimination in renting, mortgage lending, applying for housing assistance, and other housing-related

AWARDS & RECOGNITION - CONTINUED

activities. For over 54 years, the Fair Housing Act has made a difference in the lives of countless families and communities. The City of Deerfield Beach is committed to our communities to ensure that adequate housing is a right for all people.

4. Proclamation in honor of “Volunteer Recognition Week”.

Mayor Ganz read a proclamation in honor of Volunteer Recognition Week, April 17th - April 23rd. Whereas, National Volunteer Week is an opportunity to recognize the impact of volunteer service and the power of volunteers to tackle society's greatest challenges, to build stronger communities and be a force that transforms the world. Our city volunteers strengthen communities, improve social challenges, and enhance the overall quality of life for Deerfield Beach citizens. In closing, Mayor Ganz thanked various organizations, e.g. Women's Club, Rotary, for serving the community.

5. Presentation regarding the 2021 Comprehensive Plan update.

Eric Power, Director of Planning & Development Services, provided a PowerPoint presentation regarding the comprehensive plan update. He provided a brief overview of the plan; whereby, 15 states in the Country have a plan and every 7 years, it must be updated. Last year, the Evaluation and Appraisal Report (EAR) was completed and staff determines if any changes are necessary for the update. After the State's evaluation and approval of the EAR, the City now has until May 12th to update the comprehensive plan. There are 12 elements to the plan which were listed; however, elements 1 and 12 are new requirements from the State. The plan has been reviewed and approved by the Planning & Zoning Board, and on April 7th, the Board will review elements 2, 4, and 8 as shown in the PowerPoint.

Mr. Power outlined the elements to be addressed: 1 - property rights (new); 3 - transportation; 5 - utilities; 6 - coastal management; 7 - conservation; 9 - intergovernmental coordination; 10 - capital improvements; 11 - schools; and 12 - climate change (new). In the order listed, Mr. Power discussed each item briefly. The Florida Legislature adopted the property rights element to be part of the Comprehensive Plan. Transportation pertains to roads, highways, bridges, etc.; notwithstanding, there has been a change from the previous plan with an update to data and analysis and all new roads, businesses and residences, and updates to public transit have been identified. Utilities include water, stormwater, etc.; the updates include the addition of the stormwater master plan, update of potable water and stormwater requirements which normally change when intensity changes. Coastal Management element is mainly for the barrier island; changes include the establishment of a coastal zone east of US 1, dune restoration and emergency evacuation plan. Conservation element is important to the City; Mr. Power said it is important to identify conservation elements in the City and update the maps, resources and quality reports.

Mr. Power continued outlining the remaining elements. Intergovernmental Coordination (ICE) is a requirement to work with Broward County, the State of Florida and adjoining cities; the element has been updated to include the city of Boca Raton and Palm Beach County as adjoining cities. The new coordination language that was part of the State, regional and Broward County government was identified and updated. Capital Improvement elements is provided to the Commission every year in December and the only change is the update to concurrency levels of service for transportation. For schools, the City has an interlocal agreement with Broward County and a third was recently approved which was added to the comprehensive plan. The last element is climate change; whereas, the State is requiring it be included in the comprehensive plan. Potential impacts of climate change to Florida have been added and includes sustainable initiatives that help reduce greenhouse gases, emissions, water conservation and strengthen overall resilience in the City. In closing, Mr. Power said the importance of the plan is to update the City's plan for compliance with Broward County, State, and other intergovernmental agencies.

Thereafter, Mr. Power entertained questions amongst the Commission.

AWARDS & RECOGNITION - CONTINUED**5a. Presentation by Commissioner Ben Preston regarding Skilled Enhancement & Employee Development (SEED).**

Commissioner Preston said SEED is a program that helps young people learn to interview for jobs. It is a 5-week program and the first week is an overview of everything they will work on; second week, they learn how to create a resume; third week, they shop for business attire; and the fourth week, they are prepared for job searches and graduation. He said there are at least 10 mock interviews to help the students prepare. Commissioner Preston expressed his joy for how excited he was to see the children graduate. Thereafter, he provided a video highlighting the program. In closing, Commissioner Preston said Kiwanis has been very involved and embraced the program; he then introduced Officer Joseph Monaco who participated in the program.

Officer Monaco said the idea was presented to the Kiwanis Club and they unanimously agreed to sponsor it monetarily but provided the volunteers and made it their signature program which means it will continue every year.

PUBLIC HEARING - FIRST READING**6. ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 1.59 GROSS ACRES LOCATED AT 341, 351, 381, 421 & 441 SW 10TH COURT FROM BUSINESS, COMMUNITY (B-1) TO RESIDENCE, MULTI-FAMILY (RM-15) (APPLICATION 21-R-64); APPROVING THE APPLICANT'S REQUEST FOR THE ALLOCATION OF 18 FLEX UNITS; PROVIDING FOR A MAXIMUM OF 18 TOWNHOUSE DWELLING UNITS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

Anthony Soroka, City Attorney, said this is the first reading and the applicant is present, as well as the representative.

Rod Feiner, Coker & Feiner, 1404 S. Andrews Avenue, Fort Lauderdale, representing the property owner and developer. The request is to rezone B-1 to RM-15 which is believed to be appropriate to change the nature of the community. Mr. Feiner explained that the property is surrounded by residential properties and a church. He noted that the property does not front SW 10th Street which is why the rezoning is being proposed. A portion of the property was previously purchased by the City and was used to create a linear park. Mr. Feiner continued outlining landmarks and zoning categories near the parcel.

Continuing, Mr. Feiner outlined the existing B-1 zoning allowed uses: convenience stores; restaurant with outdoor seating; brew pub; packaged liquor store; fitness studio; and other commercial uses. Additionally, the height is much greater than what is allowed in RM-15. In relation to the proposed zoning change, Mr. Feiner explained that there is not any direct access from SW 10th Street; thus, it reduces intrusion of traffic from SW 10th Street. He said the site plan will be provided, if the proposed ordinance is approved; nevertheless, it has been presented and approved by the Community Appearance and Planning & Zoning Boards. Mr. Feiner outlined the key differences between the B-1 zoning district and RM-15. In B-1, a maximum height of 45 feet is allowed; however, the proposed height for the townhomes is 34 feet and is lower than RM-15 allowances. Additionally, in B-1, only 15% of the site has to be landscaped, RM-15 is much higher and 42% of the site is being proposed for landscaping. Other improvements include sidewalks along the street, dedication of right-of-way to the City, so the road can be larger. Mr. Feiner commented on mixed use dwellings in the B-1 district, with retail on the first level and residential units on the second level.

Mr. Feiner said an accompanying request for flexibility units is outlined in the staff report which provides compliance with the comprehensive plan. He said the City still has 1500 residential units in its pool, if the project were to be approved, there are still available units for another developer. Additionally, the developer tried meeting with the local residents to discuss his plans before the property was purchased. Before it

PUBLIC HEARING - FIRST READING - CONTINUED

went to the Planning & Zoning Board, a notice was sent to all residents in the surrounding community to meet at the church; three people attended. Mr. Feiner continued explaining why traffic will not have an intense impact on the area, the units will be owned, and market rated. Thereafter, Mr. Feiner entertained questions by the Commission.

In response to Commissioner Preston's question, Mr. Feiner replied that a mail notice was sent to residents in the area to meet at the church during non-work hours to introduce the project. No other meetings were held for the neighboring residents since not many people attended the first meeting.

Commissioner Preston said based on the commentary from other residents, they wished there was more dialogue and a chance to voice their concerns. Further, some said they were not aware of the initial meeting.

Mr. Feiner said if the ordinance is passed on first reading, which does not bind a decision for second reading, he would arrange another meeting with the residents.

Vice Mayor Hudak spoke positively on the project and asked about the downside.

Commissioner Preston replied that it is not that the project is bad, people have concerns and the residents are concerned about the impact on them and their desire to be involved.

Mr. Feiner reiterated his willingness to hold a second meeting for the residents.

Commissioner Drosky reminded the Commission that this is just for the rezoning; the site plan includes the details. He also thanked Mr. Feiner for being proactive and having information on the site plan as well. He then outlined other uses allowed in B-1 zoning and thinks the townhome project is more resident friendly than what could be there. Thus, he spoke in support of the rezoning.

Mayor Ganz spoke in support of the rezoning due to what could potentially be built in B-1 zoning, as well as the impact a different development could have on the linear park. Furthermore, Mayor Ganz recommended the commission calling a meeting for projects in their districts; if not possible, he will be happy to step in. If left to the developer, everyone will be disappointed. Thereafter, he opened the public hearing.

Terry Scott, 180 SW 3rd Avenue, Deerfield Beach, said it is unfair that the commission supports the rezoning considering that only 3 people attended the public meeting. Some of the residents only received the notice a few hours before the meeting and the day after. The community understands development is coming and only wants to be heard and included. Mr. Scott said if the community can be heard he will support change.

Michael Lubin, 16 Little Harbor Way, Deerfield Beach, asked about the size and price of the townhomes as it will have a major impact on how affordable it is in District 2.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, said she understands the residents are concerned about the development and recommended a better way of getting the letters to the neighboring residents. Furthermore, she asked if the developer considered building single family homes on the property. Ms. Clarke-Reed also commented on the impact on the linear park and although the road may be widened, 18 townhomes will generate a lot of traffic. Lastly, Ms. Clarke-Reed said more information is needed about the project.

Jerry Caldwell, 1101 SW 4th Terrace, Deerfield Beach, said he is not against the project, but explained that although the notice was received at his home, his mother could not read it and she had to wait until he arrived to do so, similar to other elderly people in the community. Additionally, he recommended meeting somewhere other than the church and asked that a traffic light be placed along 10th Street because of current congestion and even more due to the possible addition of the townhomes.

Vice Mayor Hudak left the dais temporarily at 8:01 p.m.

PUBLIC HEARING - FIRST READING - CONTINUED

Janice Fulmore Tigner, 1090 SW 4th Terrace, Deerfield Beach, said she attended the public meeting, but not everyone was properly notified. Ms. Tigner said she is against the project as the community needs to be heard. Furthermore, she commented on various concerns with the development, i.e. increased traffic, no place for children to play, sober homes, crime, and others. She asked that there be respect for the community, consideration of single-family homes, and for the opportunity to be treated fairly which has not occurred thus far.

Vice Mayor Hudak returned to the dais at 8:03 p.m.

Janet Kearsse, 1111 SW 4th Terrace, Deerfield Beach, said she is not against development; however, there are concerns with the project. She said traffic, aesthetics, renters and construction are all concerns; whereas, building townhomes less than three stories, with 15 units instead of 18 would be ideal. Furthermore, the construction ruining the foundation of existing homes should also be addressed. Although she understands the project will be developed, she asked that the Commission hold off on approval so the community can meet with the developers.

Shanette Dean, 1111 SW 4th Terrace, Deerfield Beach, said it seems the community was vilified because three people attended the public meeting. Ms. Dean expressed concern with the tone taken from the applicant's representative and although she is not against development, she wants to have a voice and that the community be treated respectfully.

Lorraine Neal, 1041 SW 4th Terrace, Deerfield Beach, said she has lived in her home since 1973 and does not agree with having townhomes as they will block the airflow.

John Williams, 114 SW 7th Court, Deerfield Beach, said he prefers single-family homes because 18 units is too much. He recommended tabling the item so there can be more communication with the developer. Lastly, he reiterated that 18 units is too much and if not single-family homes, fewer units would be better.

Mae Francis-Feagin, 3500 SW Natura Boulevard, Deerfield Beach, said she does not oppose change, but thinks 18 units is too much. She said she understands that Bethlehem (church) owns the parking lot to the east and does not believe they will sell the property. Thereafter, she expressed dissatisfaction that District 2 residents are not being respected and does not agree with having three-story townhomes.

Richard Jackson, 671 SW 12th Court, Deerfield Beach, said he grew up in the community and change is needed; however, he agreed that the people need to be heard. Furthermore, he said he has heard that there will be bnb's in the area which bring strangers into the neighborhood. Mr. Jackson also expressed concerns with the kids' safety due to increased traffic. Lastly, he said he does not agree with the zoning change.

Ron Harper, 432 SW 10th Court, Deerfield Beach, said he is the Senior Pastor at Lion Kingdom Ministries and supports the project. He said he understands the community's concerns as they want to be heard. He said he supports the project because the children are using the field for dirt bikes which creates negative issues for his church. Mr. Harper encouraged a meeting with the residents.

Sandra Jackson, 386 SW 35th Avenue, Deerfield Beach, said the developer needs to meet with the community and collaborate on what should be developed as well as zoning.

Johnnie Hanna, 363 SW 11th Street, Deerfield Beach, said he received his notice the day of the meeting and there was not enough time for him to make it there. Also, Mr. Hanna agreed with the other resident comments, as he would prefer single-family homes instead of townhouses. Furthermore, he said another meeting should have been held and he is not against development, but the community's concerns need to be heard. Lastly, he commented on the traffic coming from Dixie Highway.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, said the developer should have scheduled a second meeting since only three people attended the first. Furthermore, she agreed with concerns expressed by some of the other speakers; whereas, children need a place to play and the City should look into another location for them. Also, 18 townhomes are too many for the parcel and will generate at least 50 additional

PUBLIC HEARING - FIRST READING - CONTINUED

cars; moreover, there is a risk of the townhomes being rented as Air bnb's. Ms. Freitag also expressed concern with the entrance and exit during construction because it is situated along a single street and hopes the builder will find a way to reduce the burden on the residents across from the property. Lastly, Ms. Freitag asked that the city consider no street parking on either side of the street; nevertheless, she supports the rezoning because of what could potentially be built in the space.

Mayor Ganz closed the public hearing.

Mr. Feiner apologized for his tone as there was no mal intention. He said if the second reading needs to be postponed for an additional public meeting, he is open to do so as the ordinance does not have to be rushed. Additionally, he said he would reach out to Commissioner Preston to assist in setting up the public meetings. Mr. Feiner said a traffic statement was completed, analyzed by city staff, and was part of the application. He explained that if a project generates more than 500 trips, a full traffic study is required; thereafter, he explained why the traffic study was not completed. Lastly, Mr. Feiner said he will provide a sign-up sheet for the community after the item is considered so he can coordinate with them and Commissioner Preston.

Mayor Ganz explained that this phase of the project is part of the early stage and many things will be determined well after the rezoning. Once the rezoning is decided, a lot of the concerns will be discussed and considered. Furthermore, Mayor Ganz explained how the rezoning is positive in that if a business, with current B-1 zoning, desired to construct a bar or restaurant, for example, the Commission would not have grounds for a denial. Also, since the lot has been vacant for a long time, bringing in a development will impact the community. Lastly, he encouraged meeting with the residents and reiterated why the rezoning is better for the community.

Commissioner Preston encouraged the community to continue communicating their concerns. Thereafter, he commented on the project, revenue for the builder, residents being involved in the process leading to community buy-in, and the integrity of the developer. In closing, Commissioner Preston said he wants the public meetings to move forward and reiterated the need to include the residents.

Commissioner Drosky thanked the residents for their input and asked that a rental restriction be imposed for at least the first two years on the units. He said the restriction would help with the issue of short-term rentals.

Vice Mayor Hudak thanked the residents for voicing their concerns. Vice Mayor Hudak commented on the remarks made tonight, conveying their concerns with the project. He agreed with Commissioner Drosky on limiting Airbnb's by creating an HOA and outlining restrictions in their bylaws.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Hudak, to approve Item 6 on first reading. Roll Call:

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

Nays: 0

PUBLIC HEARING - SECOND READING

- 7. P.H. 2022-044: ORDINANCE 2022/006 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION" OF THE CITY CODE OF ORDINANCE ARTICLE VI, "CODE ENFORCEMENT," DIVISION 2 "SPECIAL MAGISTRATE," SECTION 2-361 "ADMINISTRATIVE FINES; COSTS OF REPAIR; LIENS" TO INCREASE THE MAXIMUM AMOUNT OF ADMINISTRATIVE FINES THAT MAY BE IMPOSED BY THE SPECIAL MAGISTRATE FOR CITY CODE VIOLATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.**

PUBLIC HEARING - SECOND READING - CONTINUED

The Ordinance was read by title only.

Vice Mayor Hudak said the reason for the ordinance is to give the magistrate tools to bring properties into compliance, especially for repeat offenders.

Mayor Ganz said violations should carry different reprimands depending on the type of violation; for example, a public safety violation, should have greater consequences than someone parking a boat in the front of their property.

Commissioner Drosky said during first reading, he recommended adding a factor into the criteria for the magistrate to impose fines and has since decided not to include any additional factors.

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

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Parness, to approve Item 7, adopted Ordinance 2022/006. Roll Call:

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

Nays: 0

- 8. P.H. 2022-045: ORDINANCE 2022/007 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AMENDMENT TO SECTION 3.04, "ELECTIONS AND TERMS," OF THE CITY CHARTER TO MODIFY THE TERM LIMIT RESTRICTIONS FOR THE CITY COMMISSION; PROVIDING REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO ELECTORS; CALLING A SPECIAL ELECTION ON THE PROPOSED AMENDMENT TO THE CITY CHARTER TO BE HELD ON TUESDAY, NOVEMBER 8, 2022; PROVIDING FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL OF THE PROPOSED CHARTER AMENDMENT; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING A PROCEDURE FOR BALLOTING; PROVIDING FOR NOTICE; PROVIDING FOR RELATED MATTERS AND PROVIDING FOR AN EFFECTIVE DATE.**

The Ordinance was read by title only.

Commissioner Parness commented on the history of term limits, introduced in 1992 by Commissioner Tractenberg, with first reading on December 15, 1992 and approved January 5, 1993. Thereafter, he commented on his time as a resident, over 30 years, how it is important that the voters decide on the ordinance, and how placing it on the November ballot will save the City money as opposed to waiting until March 2023. Commissioner Parness said he collected over 300 signatures in support of the item going on the ballot. Furthermore, he expressed concerns with having newly elected officials being unable to meet the demands of the budget and losing knowledge on the ongoing project with SW 10th Street.

Commissioner Preston said term limits was decided previously and disagreed with how the idea was conceived, by Commissioner Parness. Thereafter, he explained that during his district meeting, he asked the attendees if they supported extending the terms and only one district 2 voter said yes. Furthermore, he said once a commissioner has completed eight years, someone else should be given a chance to bring in new ideas and should be learned so they can fully represent the people. Lastly, he reiterated that many residents do not support this item.

Vice Mayor Hudak spoke in opposition of the item. He advised that if the former District 1 Commissioner were not termed out, he would not have run for office. Further, it takes about three years to grow into the position because relationships have to be built and there is a learning aspect; additionally, it takes more

PUBLIC HEARING - SECOND READING - CONTINUED

than 2 hours at a meeting to do the job properly. Lastly, Vice Mayor Hudak advised that when Mayor Ganz leaves office, a lot of institutional knowledge will leave with him; however, he is still accessible like other former commissioners.

Mayor Ganz said he was surprised that the item has made it to this point and there have been a lot of different arguments; nevertheless, this is not about the commission getting an extra term, but allowing the citizens to decide on whether a person can run for an extra term. Mayor Ganz then outlined those who have served during his tenure, for one or two terms. Also, there is a lot of knowledge surrounding SW 10th Street and should all three elected officials leave office, that knowledge and influence is lost. Additionally, he said he is waiting to hear from the public tonight because there are differing sides on the issue; the only concern he has is spending \$30,000 on the ballot question.

Commissioner Parness briefly commented on the signatures he has via petition and that the item, if approved, does not extend a specific commissioner's time, as many things can happen, and the person may choose to not run again.

There was a brief discussion between Commissioner Preston and Commissioner Parness regarding the lack of petition signatures being announced for other districts besides District 2.

Mayor Ganz opened the public hearing.

Lynn Kadushin, 4097 Newport S, Deerfield Beach, said due to voter suppression, the public has a right to voice their opinion.

Melvin Nass, 3081 Oakridge U, Deerfield Beach, spoke in support of the proposed ordinance.

Avis Swenson, 810 SE 7th Street, Deerfield Beach, spoke in opposition to the proposed ordinance and believes that mentoring the next group of commissioners on the 10th Street issue is a better option.

Pam Cantor, 4041 Lyndhurst J, Deerfield Beach, spoke in support of the proposed ordinance.

Mae Frances Feagin, 3500 SW Natura Boulevard, Deerfield Beach, spoke in opposition of the proposed ordinance.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, spoke in support of the proposed ordinance.

Caryl Berner, 3130 Cambridge F, Deerfield Beach, spoke in opposition of the proposed ordinance.

Diane Chisholm, 375 NW 7th Court, Deerfield Beach, spoke in opposition of the proposed ordinance.

Sandra Jackson, 386 SW 35th Avenue, Deerfield Beach, spoke in opposition of the proposed ordinance.

Janice Fulmore-Tigner, 1090 SW 4th Terrace, Deerfield Beach, spoke in opposition of the proposed ordinance.

Terry Scott, 180 SW 3rd Avenue, Deerfield Beach, spoke in opposition of the proposed ordinance.

Commissioner Parness left the dais temporarily at 9:52 p.m. and returned at 9:54 p.m.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, spoke in opposition of the proposed ordinance. She explained that she had an opportunity to serve a third term only due to a petition created and approved by the residents.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, spoke in opposition of the proposed ordinance.

Peggy Noland, 325 SE 3rd Terrace, Deerfield Beach, spoke in opposition of the proposed ordinance; thereafter, she explained the petition process that allowed her to serve a third term.

PUBLIC HEARING - SECOND READING - CONTINUED

Daryl Brown, 262 Farnham K, Deerfield Beach, spoke in support of the proposed ordinance.

Kathy Richards, 3074 Hardwood F, Deerfield Beach, spoke in support of the proposed ordinance.

Commissioner Hudak left the dais temporarily at 10:06 p.m. and returned at 10:09 p.m.

Wayne Adams, 1431 SW 5th Terrace, Deerfield Beach, spoke in opposition of the proposed ordinance.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, spoke in opposition of the proposed ordinance.

Tom Plaut, 3920 NW 4th Court, Deerfield Beach, commented on elected offices with and without term limits and provided a historical overview of changes that have occurred, i.e. Bloomberg in New York. In closing, he said there is a general distrust for government, and should the proposed ordinance move forward, it could be perceived as a benefit to those up for reelection.

Mayor Ganz closed the public hearing.

Commissioner Parness provided petitions for the record, which are on file in the City Clerk's Office. Thereafter, he explained that the petition allows the voters to decide, not the commission. Additionally, he said other cities in Broward County have 3 terms or unlimited terms and believes it should go before the voters; nevertheless, there is no guarantee whether an incumbent will be elected for a third term. Commissioner Parness commented on the importance of the residents having a voice in what happens in the City.

Commissioner Preston said he has not seen a grassroots movement among the public of those wishing to move this item forward. Also, among the people who spoke tonight, out of 19, only 6 said it should move forward.

Commissioner Drosky said while he does not wish to serve another term as commissioner, it is difficult to gauge the vote because not many people came out to speak tonight. Thereafter, he commented on those in attendance at various meetings throughout his district and it was mixed. He said as a voter, he would vote no on this issue. Additionally, he analyzed other cities in Broward County and their term limits, wherein, this seems like the best time to review whether the voters will support a third term.

Commissioner Parness continued to outline the number of signatures on the petition supporting the item to go on the ballot; thereafter, he motioned approval.

Mayor Ganz explained his position on the item and how spending \$34,000 to allow the public to be heard is the main debate.

MOTION was made by Commissioner Parness, seconded by Commissioner Drosky, to approve Item 8, adopted Ordinance 2022/007. Roll Call:

Yeas: 3 - Commissioner Drosky, Commissioner Parness, and Mayor Ganz

Nays: 2 - Commissioner Preston and Vice Mayor Hudak

PUBLIC COMMENT

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, thanked Commissioner Preston for highlighting the SEED Project. She said she would like the City to do more projects like this and encouraged the residents to bring projects to the civic clubs, i.e. Kiwanis, Rotary, etc. The Parks & Recreation Department is hosting meetings for residents to provide input on what they would like to have in the parks. Lastly, an Italian dinner will be held at The Woman's Club, April 30th at 6:30 p.m., \$25 per person and is a fundraiser.

Tom Schuessler, 59 NE 11th Way, Deerfield Beach, provided handouts to the Commission regarding various concerns with construction in his community; runoff from higher elevations, noise from multiple air conditioning units to a home that would violate the City's noise ordinance. Mr. Schuessler said he does not

PUBLIC COMMENT - CONTINUED

understand how permits were approved as the specifications shows 76 dba per unit.

Hugh Fuller, 2861 N. Oakland Forest Drive, Oakland Park, outlined various issues he noticed at the beach; whereby, Wyndham Hotel was allowed to provide beach amenities at no charge to its guests. He said staff needs to assure equipment is not being set up on city property which has recently occurred. Furthermore, he advised that a Wyndham employee advised that the guests will have to pay for beach amenities starting next month. Continuing, Mr. Fuller said at 948 SE 21st Avenue in front of Embassy Suites, Boucher Brothers are still operating illegally on city property and asked if this would be addressed.

CONSENT - BOARD APPOINTMENTS

- 9. Resolution 2022/044 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Dennis J. Bonner, Jr. as an alternate member to the Deerfield Beach Marine Advisory Board to fulfill an unexpired term; and providing for an effective date.**

The Resolution was read by title only.

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to approve Item 9, adopted Resolution 2022/044. Voice Vote:

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

Nays: 0

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

Mayor Ganz opened the public hearing on Items 10-15; however, there were none to speak and the public hearing was closed.

There was no discussion amongst the Commission.

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

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

Nays: 0

- 10. Resolution 2022/045 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the settlement of all claims against the City in the litigation styled *Mary Morris vs. City of Deerfield Beach*; authorizing execution of documents necessary to effectuate the settlement; providing for an effective date. (Funds from Account #606-0900-519-37-70 - General Liability Legal)**

- 11. Resolution 2022/046 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the use of Law Enforcement Trust Funds in the total amount of \$60,000.00 for programs meeting the statutory requirements of Section 932.7055, Florida Statutes, for use of Law Enforcement Trust Funds; providing for an effective date. (Funds from Account #602-3025-529-32-99 - Police, Deerfield Beach PAL/Other Contractual Services)**

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

12. Resolution 2022/047 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, amending the Subrecipient Agreement for the 2018 Edward Byrne Memorial Justice Assistance Grant Award; authorizing execution of the Amendment; and providing for an effective date.
13. Resolution 2022/048 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Work Authorization with Stantec Consulting Services, Inc. in an amount not to exceed \$55,800.00 for the development of the NW Area Improvement Plan; authorizing execution of a Work Authorization; and providing for an effective date. *(Funds from Account #001-1100-515-32-99 - Other Contractual Services)*
14. Resolution 2022/049 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Work Authorization with Stantec Consulting Services, Inc. in an amount not to exceed \$89,719.00 for the design of the NW 45th Street and Crystal Lake Drive Storm Drain Improvements; authorizing execution of a Work Authorization; and providing for an effective date. *(Funds from Account #460-5070-538-60-31 - Improvements Other than Buildings)*
15. Resolution 2022/050 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Solares Electrical Services, Inc., utilizing the Sourcewell, Inc. Indefinite Delivery-Indefinite Quantity Construction Contract #FL-R10-E03-111821-SES for the installation of a generator and related replacement of electrical equipment at Fire Station 75 in an amount not to exceed \$253,400.36; providing for execution and an effective date. *(Funds from Account #399-5060-519-62-00 - Capital Projects Construction & Facilities)*

DEPARTMENTAL BUSINESS

16. Resolution 2022/051 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Quitclaim Deed to Habitat for Humanity of Broward, Inc. for the lot located at 464 N. Deerfield Avenue; 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 Preston, seconded by Vice Mayor Hudak, to approve Item 16, adopted Resolution 2022/051. Roll Call:

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

Nays: 0

17. Resolution 2022/052 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with FG Construction, LLC, for the SE 13th Avenue Bridge Rehabilitation and Repair Project in an amount not to exceed \$749,890.00, utilizing the terms of Broward County Contract PNC2120885B1; providing for execution and an effective date. *(Funds from Account #108-5050-541-60-31 - Improvements Other than Buildings)*

DEPARTMENTAL BUSINESS - CONTINUED

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 Vice Mayor Hudak, seconded by Commissioner Parness, to approve Item 17, adopted Resolution 2022/052. Roll Call:

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

Nays: 0

18. ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTION 70-72 "IMPOSED" AND SECTION 70-127 "IMPOSED" OF CHAPTER 70 "UTILITIES" OF THE CITY CODE OF ORDINANCES TO PROVIDE FOR THE WATER AND WASTEWATER UTILITY RATES TO BE ADOPTED BY RESOLUTION; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

David Santucci, City Manager, advised that this ordinance allows a resolution to set the water rate at the April 19th commission meeting.

Priscilla Cygielnik, Director of Environmental Services, said public workshops have been held to discuss why the increase of water rates is necessary; thereafter, the consultant who performed the rate study was introduced.

Chuck Sinclair, Carollo Engineers, provided an overview of the city's wastewater system; whereas, about 72% of city residents are serviced by the City. He highlighted the city's water treatment and distribution system; whereby, there are two raw water supply wellfields in the city and only one water treatment plant, 232 miles of water mains and six water storage tanks. Additionally, water treatment plant is a combination of three parallel treatment process streams with 21 million gallons per day total capacity. He said the three treatment processes include a lime softener, built in 1984, nanofiltration, built in 2003, and reverse osmosis, built in 2012. Mr. Sinclair continued with the overview and explained how the city does not treat wastewater, but contracts with Broward County. Another component of the system is the Utility Supervisory Control and Data Acquisition (SCADA) which provides systemwide monitoring and control of every component of the city's utility system.

Continuing, Mr. Sinclair outlined the scope of the utility master plan and rate study, along with a timeline whereby, the study started in 2018 and in FY 2020-2021, a rate increase was recommended. The condition of the water supply and treatment plant was observed in 2019 and revealed that the eastern wellfields were nearing the end of their useful life. Other components were in relatively good condition, such as: the western wellfields, nanofiltration, and reverse osmosis. The lime softening system is operating, but some of the major components have exceeded their useful life and will require significant rehabilitation within the next five years. Additionally, the water distribution system meets requirements for storage and pressure criteria and 50% of the pump stations have been replaced over the last few years; however, much of the water piping is nearing the end of its useful life and will need to be replaced. Lastly, the SCADA system is working properly, but due to the platform's age, it is more labor intensive to operate. Another challenge is that there are two platforms, one for wastewater and water, which adds to the difficulty. Mr. Sinclair outlined the capacity needed to meet future demand through 2025.

DEPARTMENTAL BUSINESS - CONTINUED

Additionally, Mr. Sinclair outlined projects to address: well production issues that limit production in reverse osmosis and nanofiltration; replacing the lime softening system with an ion exchange system which will be costly, but will provide an excellent barrier against contaminants as lime softening does not help with PFAS contaminants. A new ion exchange treatment plant will meet all regulatory requirements. Other recommendations: fund an ongoing renewal/replacement program for pumping, storage and piping since there is a federal mandate to replace aged piping; fund an ongoing renewal/replacement program to maintain 50% of pump stations, comply with regulatory requirements to replace aging piping throughout the wastewater system; unify the two SCADA platforms into one and update physical and cyber security plans and update vulnerabilities.

Vice Mayor Hudak left the dais temporarily at 11:12 p.m. and returned at 11:14 p.m.

Mr. Sinclair provided other opportunities, recommended in 2019, related to sustainability, resiliency, and reclaimed water. During rehabilitation of pump stations, set elevations at a higher level to reduce potential for flooding; evaluation reclaimed water opportunities that could help offset use of drinking water for irrigation. The recommended Capital Improvement Program was briefly discussed. Mr. Sinclair provided a chart based on projects from the City's capital improvement program of short- and long-term projects from 5 to 20 years. Currently, utility operations have continued uninterrupted, safe water has been delivered to customers, and the water plan was recognized in 2019 as the "Most Improved Water Treatment Plant Class A" by the American Water Works Association. Challenges the city has endured was the discontinuation of water cut-offs during the pandemic that accounted for over \$750,000 in delinquencies and an ongoing capital improvements and renewal/replacement projects funded from existing operations and cash reserves.

Moreover, Mr. Sinclair said staff was able to complete projects from the CIP table during the pandemic which was impressive; refurbished lime softening settling tank and upgraded SCADA system. An updated five-year CIP from 2023-2027 was provided totaling less than \$60 million. Lastly, he provided a chart of current water rates for Broward County; whereas, Deerfield Beach is still the lowest in the County.

Henry Thomas, Raftelis Financial Consultants, said based on the projects identified, he recommended phasing in rate increases to mitigate customer impacts. Also, since rates have not been increased for 14 years, the rate increase needs to be about 40%, but over a 5-year period, 7.1% yearly. Mr. Thomas explained that a minimum cash balance in operating and emergency fund is currently around 60 days but recommended 90 days or more. Additionally, for operating revenues in operating, emergency and renewal/replacement funds, 120 or more days is recommended, so the City is not behind on regular maintenance. The City complies with debt service requirements, but they are balancing the revenues and other service fees with revenue requirements. The largest expense is labor and cost for wastewater treatment to Broward County. Over the next 20 years, to implement the plans identified, the City will need additional borrowing to mitigate the rate impacts and transfers to the General Fund for servicing in-kind to utility. The forecast was based on 20 years and developed project revenues and revenue requirements, such as fuel, labor and other costs.

Continuing, Mr. Thomas provided a bar graph covering over a 20-year period, projected in 2020, showing the projected combined revenue requirements and if future rate increases, if the capital plan were implemented, the City would not be able to fund utilities from the Enterprise Fund and by 2027, would not be able to fund current operations. Further, there has been a steady increase in Broward County wastewater charges since 2009; however, those costs were not passed on to the consumer but absorbed in the current rate and led to deterioration of the cash position in utilities. Proposed in the 2020 financial rate plan was a 7.1% increase for the first five years which is less than \$5 month. In the following 15 years, the increase would be around 4%. Within the first five years, the plan is to cover short-term rehabilitation and capital needs as well as rebuild cash reserves. Mr. Thomas advised that based on 7.1%, followed by 4%, it should be enough to meet the City's needs and does not include an increase for a couple of years as there are new funding opportunities available through grants and low interest loans. He said it is important to move forward and adopt the 7.1% increase right away and allow them a chance to reevaluate and return over the summer with a definitive plan for the next four years. If the increase is not approved, cash balances will run out. He continued to highlight bar graphs that displayed projected cash balances formulated in 2020.

DEPARTMENTAL BUSINESS - CONTINUED

Mr. Thomas provided a cost impact to utility customers at the initial 7.1% increase; ranging from low water usage of 3,000 gallons to high usage of 10,000 gallons for residential users at a cost of approximately \$3 per month to \$6 per month. Mr. Thomas also provided a rate comparison of Broward and Palm Beach county utilities and explained that because Deerfield Beach is very low, which is not always positive because it stops the City from maintaining its infrastructure. If the proposed rate increase is adopted, it would be \$62.28 (6,000 gallons) for water and wastewater. Additionally, increasing the rate by 7.1% for each of the next five years, the average bill would increase to \$81.93 which is a little lower than today's average rate.

Mr. Sinclair concluded by outlining recommendations and next steps: recommend adopting increase of 7.1% immediately, multi-year rate plan to increase rates to recover costs and mitigate impacts to customers and make up for the additional revenue lost in water cutoff delinquencies. Next, update the master plan and revenue sufficiency studies and develop a recommendation for future rate increases due to the massive relocation to Florida, pursue wide range of funding and low-cost financing sources. American Rescue Plan Act (ARPA) funds have been received and utilized but should not be considered a guaranteed source. Lastly, the Commission will be updated in the summer regarding future rate adjustments.

In response to Vice Mayor Hudak's question, Mr. Sinclair replied that water and sewer rates are treated like two separate systems. The revenue and costs are considered for both and are not arbitrarily increased but align revenue requirements and costs to each which reduces the possibility of being unfair to either a business or resident.

Mayor Ganz opened the public hearing.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked how the delinquency in cutoffs would be collected.

William Lane, 11 Tilford A, Deerfield Beach, said he wished the presentation were done earlier so people would know what is happening with the water. He applauded staff for their care of the water systems.

Mayor Ganz closed the public hearing; thereafter, he commented on the \$750,000 cutoff fees resulting from COVID.

Mr. Santucci said the delinquency also includes wastewater and garbage; however, cut offs have been reinstituted.

Mayor Ganz agreed with Mr. Lane that more people should have remained to hear this item.

Commissioner Drosky said since there hasn't been an increase for nearly 14 years, it is very important to move forward now especially considering some of the components are mission critical. He agreed with approving the 7.1% increase.

Commissioner Preston said although this is difficult, he believes it is necessary for the overall interest of the City.

Vice Mayor Hudak agreed that it is important to move forward as not everyone will experience the same increase as some may be lower.

Commissioner Parness recommended that the increase be outlined in a monetary value instead of percentage as it is more palatable.

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

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

Nays: 0

CITY COMMISSION BUSINESS

19. Resolution 2022/053 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, directing the City Manager and appropriate city officials to review all city contracts and vendors to ensure consistency with all federal sanctions against Russia and confirm the City is not doing business with Russian companies; directing the divestment of investments in Russia and with Russian-related institutions, companies or entities, and individuals; providing for implementation and an effective date.

The Resolution was read by title only.

Commissioner Drosky said based on the massacre occurring in Ukraine, he wants to move forward with any sanctions against Russia.

Mayor Ganz opened the public hearing.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, spoke in support of the resolution, in solidarity with Ukraine; wherein, he served in the war and believes the proposed resolution is necessary.

Mayor Ganz closed the public hearing.

MOTION was made by Commissioner Drosky, seconded by Commissioner Parness, to approve Item 19, adopted Resolution 2022/053. Voice Vote:

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

Nays: 0

20. Resolution 2022/054 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, changing the name and designation of a certain right of way on SW 2nd Street (West of Martin Luther King Jr. Avenue to Natura Boulevard) to a dual designation in honor of Harold Morrison in recognition of his contributions to the community; 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. Mayor Ganz spoke in support of the proposed resolution.

MOTION was made by Commissioner Preston, seconded by Commissioner Parness, to approve Item 20, adopted Resolution 2022/054. Voice Vote:

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

Nays: 0

21. Resolution 2022/055 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, supporting the Broward Commuter Rail Project; providing for execution and an effective date.

The Resolution was read by title only.

Mayor Ganz opened the public hearing.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, spoke in support of the proposed resolution due to the potential to bring more business to the City.

CITY COMMISSION BUSINESS - CONTINUED

Tom Schuessler, 59 NE 11th Way, Deerfield Beach, said the project will likely increase train traffic as there is already a backup in traffic due to the Tri-Rail and Dixie Highway railroad.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, said she does not agree with the station location and asked if additional information will be forthcoming and if the City will have any input on the location.

Mayor Ganz said a lot of decisions are to be made, the resolution only allows for support; thereafter, the public hearing was closed.

David Santucci, City Manager, said the City did have input on the preferred location, but FDOT did decide on a location between Hillsboro and 4th which is most practical. In terms of what is developed would have to come before the Commission; however, this is a private development and the platform will reside on the FEC right-of-way.

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, to approve Item 21, adopted Resolution 2022/055. Voice Vote:

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

Nays: 0

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

Little Harbor New Home Construction - Vice Mayor Hudak said the builders and contractors are following the City's code when building homes in Little Harbor; however, an adjacent resident would not be able to sit out and enjoy their home because of the number of air conditioning units, and a backup generator, which must be primed weekly. He asked that staff review zoning citywide when building these homes; whereas, the current code allows 35 feet for setbacks. He said he would like to see a setback of 25 feet and if the house is going to be larger, then the distance between the homes be increased or add sound barriers. It is important to determine how residents are affected with construction. He said he has been assured that the landscaping will prevent water from flowing from the new home into the adjacent neighbors even though it is at a higher elevation. Vice Mayor Hudak again asked that Planning staff review his concerns.

Mayor Ganz recommended staff provide input another time, but he is open to exploring the idea.

COMMISSIONER PRESTON**DISTRICT 2**

Kiwanis West Cleanup - Commissioner Preston thanked Kiwanis for their efforts with the cleanup.

COMMISSIONER PARNESS**DISTRICT 3**

District 3 Meeting - Commissioner Parness said a meeting will be held on April 25th at 1:00 p.m. in Century Village to discuss 10th Street. He said the Commission is still fighting for the City.

Code Compliance - Commissioner Parness said he is happy with the changes and upkeep in District 3. He asked if a second recycle bin could be provided to the fire station.

COMMISSIONER DROSKY**DISTRICT 4**

Annual Sip & Stroll - Commissioner Drosky said the event will be held on Saturday, April 9th, at Constitution Park, and is a ticketed event.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED**MAYOR BILL GANZ**

Constitution Park - Mayor Ganz said there are no restrooms at the park and accommodations need to be made.

Eller Drive - Mayor Ganz said there was green netting around the fence at a city facility needing replacement.

Employee Appreciation Party - Mayor Ganz thanked staff for putting together the event as it was very enjoyable.

Zoning Changes - Mayor Ganz asked that the commissioners be updated on any zoning changes, so they can set up a meeting for the residents.

Ballot Question - Mayor Ganz said the Commission voted to spend \$34,000 on a ballot question for those for and against extending to a third term, so it can be decided once and for all.

ADJOURNMENT

There was no additional business to discuss, the meeting adjourned at 12:18 a.m.

MOTION was made by Commissioner Parness, seconded by Commissioner Drosky, to adjourn the meeting at 12:18 a.m. Voice Vote:

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

Nays: 0

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk



Meeting Minutes City Commission

Tuesday, April 19, 2022

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 Bernie Parness
Commissioner Ben Preston
Vice Mayor Michael Hudak
Mayor Bill Ganz

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

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Planning & Zoning Board Meeting Minutes - March 3, 2022

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

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

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

April 19, 2022

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

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

Nays: 0

AWARDS & RECOGNITION

1. Certificate of Recognition presented to the Public Affairs and Marketing Department.

Mayor Ganz presented certificates to the Public Affairs & Marketing team for the Audio Visual Arts Awards, which included the following four honors: Gold Winner 2022 - Ocean Rescue RIP Current Safety 2021; Gold Winner 2022 - Deerfield Beach Junior Anglers Day 2021; Honorable Mention 2022 - Underwater Fish Cam - September 2021 Recap; and Honorable Mention 2022 - Time to Thrive Deerfield Beach.

2. Certificates of Recognition presented by Captain Hofstein to BSO Law Enforcement staff.

Certificates were provided after Item #3.

Captain Hofstein provided certificates to various employees who have made strides within the City through policing and protecting the residents from crimes; bringing ideas to enhance the department; service for over 30 years and retirees.

3. Certificate of Appreciation presented to Lenore Graber, Code Compliance Supervisor, recognizing her dedication and heartfelt compassion to the community.

Mayor Ganz applauded Ms. Graber's dedication and outlined her background and service to the City. He said Code Enforcement is very difficult and having someone with a true heart and soul to help people is a blessing.

Bernard Pita, Director of Code Enforcement, commented on Ms. Graber's dedication to helping the community with code violations since beginning with the City in 2015; thereafter, he provided a certificate of appreciation.

Ms. Graber said she is surprised at the commendation and expressed how she has enjoyed helping the residents through code difficulties and being a part of this family.

4. Certificate of Recognition presented to Deerfield Beach native and hometown hero, Brandon Powell, wide receiver for the Los Angeles Rams for winning Super Bowl LVI.

Commissioner Preston briefly outlined Mr. Powell's time in the City, serving as a youth on the Packer Rattlers, graduating from Deerfield Beach High School and now a Super Bowl champion.

Mr. Powell thanked the Commission for bringing the Packer Rattlers back to the City as it helps keep the children off the streets and away from trouble.

PUBLIC HEARING

5. P.H. 2022-049: Resolution 2022/056 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of a Community Participation Grant to the Deerfield Beach Economic Development Council in the amount of \$40,000; authorizing execution of the Grant Agreement; providing for an effective date. (Funds from Account #001-1500-552-32-64 - Business Recruitment and Retention)

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.

Vice Mayor Hudak spoke in support of the grant as the Economic Development Council and its members work together to make the City a thriving community.

PUBLIC HEARING - CONTINUED

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to approve Item 5, adopted Resolution 2022/056. Roll Call:

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

Nays: 0

PUBLIC HEARING - FIRST READING

- 6. P.H. 2022-051: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN BY ADOPTING THE EVALUATION AND APPRAISAL BASED COMPREHENSIVE PLAN AMENDMENTS; PROVIDING FOR THE ADOPTION AND TRANSMITTAL OF THE COMPREHENSIVE PLAN AMENDMENTS PURSUANT TO SECTION 163.3184, FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE CITY OF DEERFIELD BEACH COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

The Ordinance was read by title only.

Eric Power, Director of Planning & Development Services, provided an update on the comprehensive plan; thereafter, he outlined various changes to the plan including all new elements recommended for approval. The main three categories are future land use, housing, and recreation & open space. These elements were reviewed and recommended for approval by the Planning & Zoning Board on April 7, 2022. The introduction element includes elements regarding the State's statutes, when applicable. Future land use is the most important to the comprehensive plan; whereas, different land use regulations are discussed, how land uses interact with each other, their importance, and whether updates are necessary. Changes from the previous plan include: revised and updated goals, objectives, and policies (GOPs) from Broward Next. Within the plan review, mislabeled land uses were located; whereby, those scrivener errors will be presented to the Commission in the next few months. Additional updates include changes to the map series, the addition of a new commerce category, now part of Broward Next; and high residential 50 dwelling units per acre which was previously approved by the City Commission.

Continuing, Mr. Power discussed the housing element and spans from types of housing, single-family residential. He said affordable housing is discussed mostly in the future land use amendment that the City tries for compliance. The updates for housing include data and analysis utilizing census data; whereby, definitions were updated as well as uses for vacant land. Lastly, Mr. Power outlined recreation & open space, whereas, the City has a requirement as to how much recreational and open space there is; thus, changes to the plan reflect the loss of golf courses, and the addition of parks and facilities were updated. Lastly, Mr. Power said there is an upcoming parks master plan which will help identify how the comprehensive plan fits into that and assuring that any future parks plans are accessible. Finally, the entire comprehensive plan update must be approved for adoption, then transmitted to the State, and upon approval will be presented to the Commission for second reading; whereby, all updates to the comprehensive plan will be addressed for final adoption.

In response to Commissioner Preston's question, Mr. Power replied that several things required attention as many things have changed over the past seven years: open space, affordable housing requirements and others.

Commissioner Parness asked if any changes made by Commission have to go through the Broward County Planning Council.

Mr. Power replied yes; however, if those land use changes are in the commerce category, i.e. industrial land use to commercial land use, it would not necessarily go through the planning council, but if it went from residential to commercial, it would be presented.

PUBLIC HEARING - FIRST READING - CONTINUED

Vice Mayor Hudak said there have been a lot of discussions regarding Dixie Highway and challenges with zoning and asked if the plan is a means of addressing it and asked that it be seriously considered. Furthermore, he said during the last Commission meeting, he discussed mega-homes and asked that it also be discussed.

Mr. Power said the plan being discussed tonight is higher in determination and detail than the land development code; notwithstanding, the City is required to follow all the regulations in the comprehensive plan. As for Dixie Highway, there have been several phases of trying to improve it, whereas, those changes will be made at the zoning level.

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

MOTION was made by Commissioner Parness, seconded by Vice Mayor Hudak, to approve Item 6 on first reading. Roll Call:

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

Nays: 0

PUBLIC HEARING - SECOND READING

7. P.H. 2022-050: ORDINANCE 2022/008 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTION 70-72 "IMPOSED" AND SECTION 70-127 "IMPOSED" OF CHAPTER 70 "UTILITIES" OF THE CITY CODE OF ORDINANCES TO PROVIDE FOR THE WATER AND WASTEWATER UTILITY RATES TO BE ADOPTED BY RESOLUTION; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

Commissioner Drosky clarified that the Commission would have an opportunity for reevaluation over the summer.

David Santucci, City Manager, said that is the plan; the reevaluation will consider the current plan and recommendations for future years.

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

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Parness, to approve Item 7, adopted Ordinance 2022/008. Roll Call:

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

Nays: 0

8. Resolution 2022/057 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the amended schedule of water and wastewater utility rates; providing for conflicts, implementation, and an effective date. (Departmental Business)

The Resolution was read by title only.

PUBLIC HEARING - SECOND READING - CONTINUED

Chuck Sinclair, Senior Vice President, Carollo Engineers, said he has been working with the City for several years on developing a utility master plan. Thereafter, he outlined changes over the last few years: assessment of current system; projected demands for the future, based on population; identified improvements needed in the capital improvement at 5 and 20 years; etc. Based on these findings, a rate sufficiency study was developed and considers how much is needed to fund the utility for those periods. The current rates are not sufficient to meet that forecast; therefore, a rate increase is necessary. Mr. Sinclair said water rates were not increased due to various reasons and cash reserves were used. Furthermore, there was \$750,000 in delinquencies, no shut offs, but clean and safe water was still delivered to the public.

Continuing, Mr. Sinclair said only 70% of residents are served by the city's utilities; the other 30% are served by Broward County. The City rates are the lowest of all utilities in Broward County; whereas, the County's rates, which are serving the city's customers, are below the county's average. The proposed rate increase of 7.1% is for water and wastewater. The increase based on 6,000 gallons monthly is about \$4. He recommended adopting the 7.1% increase to catch up on revenues lost, but also make improvements to the city's infrastructure. Lastly, there are federal and state funds available to fund utility systems which must be pursued aggressively.

Mayor Ganz opened the public hearing.

Janice Fulmore-Tigner, 1090 SW 4th Terrace, Deerfield Beach, questioned the policy for water shutoffs because she was told that once shutoffs began, the bill had to remain under \$100. She asked if there is any help for those who fall into that category.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked if the rate will be adjusted when it is discussed during the summer.

Harold Westley, 1061 SW 8th Avenue, Deerfield Beach, asked if there is a possibility that the rate could remain the same if those paying their bill to Broward County were brought over to city water.

Mayor Ganz closed the public hearing.

David Santucci, City Manager, replied that the City recently resumed water shutoffs, and the County resumed about 8 to 12 months ago; nevertheless, the City is working with individuals by providing payment plans, utility bill relief programs, and encouraged residents to contact Customer Service for assistance. Also, the recommendation of the 7.1% increase is over the course of 5 years, but a lot has changed, and it needs to be reevaluated; therefore, once it is presented to the Commission, they will make the final determination. Lastly, he explained that the City cannot take over utility for the annexed areas because it is tied into a different system and when assuming control of utilities from another entity, there is a possibility that the infrastructure could be worse and does not guarantee that the City would be relieved of any rate increase.

Mayor Ganz explained that the utility funds operate as Enterprise Funds and must bring in enough to sustain itself. Thus, the City does not bring in a profit and if more customers were brought in, it would place a greater impact on the City's current water supply and may possibly create an additional increase.

There was a brief discussion regarding the fund running low and the need to increase the rate since the fund has not operated on its own for quite some time.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Parness, to approve Item 8, adopted Resolution 2022/057. Roll Call:

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

Nays: 0

PUBLIC COMMENT

There were none to speak.

CONSENT - BOARD APPOINTMENTS

- 9. Resolution 2022/058 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Daryl Brown as an alternate member to the Community Appearance Board to fulfill an unexpired term; and providing for an effective date.**

The Resolution was read by title only.

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Hudak, to approve Item 9, adopted Resolution 2022/058. Voice Vote:

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

Nays: 0

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

Mayor Ganz opened the public hearing on Items 10 - 19; 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 Hudak, seconded by Commissioner Parness, to approve Items 10 - 19 in concert. Roll Call:

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

Nays: 0

- 10. Resolution 2022/059 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Non-Disturbance, Recognition, and Direct Leasing Agreement among the City, the Florida Atlantic Research and Development Authority, Deerfield Trust, LLC, a Florida Limited Liability Company ("DT"), and BankUnited, N.A. ("BankUnited") in connection with the Florida Atlantic Research and Development Authority Research Park; providing for execution; and providing for an effective date.**

- 11. Resolution 2022/060 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the settlement of all claims against the City in the litigation styled *Carolyn McEvoy vs. City of Deerfield Beach*; authorizing execution of documents necessary to effectuate the settlement; providing for an effective date. (Funds from Account #606-0900-519-37-70 - General Liability Legal)**

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

12. Resolution 2022/061 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of Request for Proposals #22-11-JW for the pay and classification study to Management Advisory Group International, Inc.; authorizing execution of an agreement with the sole, responsive and responsible consultant, Management Advisory Group International, Inc., for the study services in an amount not to exceed \$62,440.00; providing for implementation and an effective date. (*Funds from Account #001-0800-513-32-99 - Other Contractual Services*)
13. Resolution 2022/062 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Special Event Permit Application submitted by Bluewater Movement, Inc. for the Saltwater Slam & Showdown at Sullivan Park, 1633 Riverview Road from 4:00 pm to 8:00 pm on June 11, 2022 and August 13, 2022; approving a waiver of facility use fees; providing for an effective date. (*Funds from Account #001-7005-579-10-01 - Regular Salary & Account #001-7005-579-10-02 - Overtime*)
14. Resolution 2022/063 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Special Event Permit Application submitted by Lighthouse Capital Partners, Inc. d/b/a Dixie Divers for the Annual Dixie Divers Pier Cleanup Special Event taking place at 200 NE 21st Avenue on June 18, 2022 from 8:00 am to 11:00 am, and a night dive special event taking place on June 17, 2022 from 6:30 pm to 9:00 pm; approving a waiver of fees; providing for an effective date. (*Fiscal Impact: \$2,097.00 - Parking*)
15. Resolution 2022/064 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying the approval of the Special Event Permit Application submitted by the Deerfield Beach Christian Ministerial Association for their Annual Easter Sunrise Service at Deerfield Beach, 149 SE 21st Avenue from 6:30 a.m. to 7:30 a.m. on April 17, 2022; providing for an effective date. (*Fiscal Impact: \$345 - Parking, Beach Equipment & Stage*)
16. Resolution 2022/065 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Reciprocal Use Agreement between the School Board of Broward County and the City of Deerfield Beach for the reciprocal use of facilities for a five-year term; authorizing execution of the Agreement; providing for implementation and an effective date.
17. Resolution 2022/066 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Johnson-Laux Construction, LLC, utilizing the Sourcewell, Inc. Indefinite Quantity Construction Agreement IFB# FL-WCA-GC04-041019 for construction of the Central City Campus Truck Wash Station in an amount not to exceed \$191,920.27; providing for execution and an effective date. (*Funds from Account #108-5050-541-60-31 - Improvements Other than Buildings*)
18. Resolution 2022/067 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Work Authorization with Thompson & Associates, Inc. in an amount not to exceed \$470,495.00 for the design of the West Deerfield Drainage Improvement Project; authorizing execution of a Work Authorization; and providing for an effective date. (*Funds from Account #186-8000-554-32-99 - American Rescue Plan Act*)

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

- 19. Resolution 2022/068 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Work Authorization with Craig A. Smith & Associates, Inc. in an amount not to exceed \$171,090.00 for the design of the SE 8th Avenue Drainage Improvement Project; authorizing execution of the Work Authorization; and providing for an effective date. (Funds from Account #186-8000-554-32-99 - American Rescue Plan Act/Other Contractual Services)**

DEPARTMENTAL BUSINESS

- 20. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a sign relocation and reconstruction agreement with Clear Channel Outdoor, LLC pursuant to the City's billboard relocation policy and Section 70.20, Florida Statutes; authorizing execution of the Sign Relocation Agreement; providing for an effective date. (Tabled from November 16, 2021)**

The Resolution was read by title only.

Anthony Soroka, City Attorney, advised that the applicant requested deferral of the item until May 17, 2022.

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to defer Item 20 until May 17, 2022. Voice Vote:

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

Nays: 0

- 21. Resolution 2022/069 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Memorandum of Understanding ("MOU") with Deerfield Beach Community Cares, Inc. to collaborate in assisting city residents by supporting mental and behavioral health; authorizing the City Manager to execute the MOU; providing for implementation and an effective date.**

The Resolution was read by title only.

David Santucci, City Manager, said staff has been working with Community Cares and explained the scope of the relationship; whereby, they will meet on a regular basis to identify potential challenges and opportunities throughout the community, collaborate on grant opportunities, implement annual activities for mental health and others.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed. Thereafter, he thanked Joel Smith, Community Cares, for his hard work and developing this flourishing relationship.

Commissioner Drosky agreed as Mr. Smith has become a fixture in the community. He commented on a meeting he attended at the very beginning and has witnessed its growth.

Vice Mayor Hudak expounded on Mr. Smith's efforts and how he has made a difference in the community.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Parness, to approve Item 21, adopted Resolution 2022/069. Voice Vote:

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

Nays: 0

DEPARTMENTAL BUSINESS - CONTINUED

22. Resolution 2022/070 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the State Housing Initiative Program ("SHIP") Local Housing Assistance Plan ("LHAP") for fiscal years 2022/2023 through 2024/2025; authorizing the Mayor to execute any necessary documents and certifications required by the State; authorizing the submission of the LHAP for review and approval by the Florida Housing Finance Corporation; providing for implementation and an effective date.

The Resolution was read by title only.

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Preston, seconded by Commissioner Parness, to approve Item 22, adopted Resolution 2022/070. Voice Vote:

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

Nays: 0

23. Resolution 2022/071 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and adopting the revised personnel rules and regulations and updated employee handbook, attached as Exhibit "A"; providing for conflicts, severability and an effective date.

The Resolution was read by title only.

Milton Collins, Weiss, Serota, Helfman, et. al., City's legal counsel, said the employee handbook was revised in 2019, but since that time, additional changes were necessary. As such, the revision includes 4 topics: ethics policy, retiree health benefits, whistleblower policy and procedure, and recruitment to create a more competitive workplace. The ethics policy previously referred to state law; whereby, the law has been placed in the handbook. Next, retiree health insurance has seen a lot of ambiguity over the years as to what it comprises and eligibility status, which is now detailed in the handbook. The City subsidizes retiree health insurance until Medicare eligible, then there is no subsidy and Medicare become the primary for coverage. He said there is a caveat, whereas, this policy only applies to non-bargaining unit employees and anyone covered under a union contract has been negotiated. After discussion with the State, adding a whistleblower policy was recommended. The new provision explains what a whistleblower is, how someone can blow the whistle, protection and any other procedural steps to make complaint. Lastly, staff has concern with being competitive with neighboring cities, counties and the private sector; therefore, this policy will give management discretion to be more competitive and allow an offer of fringe benefits to employees, increase or adjust salaries, and leave benefits. Additionally, retaining employees has been a challenge that is being poached and the policy, again, provides discretion to the manager. Mr. Collins said this policy only applies to non-bargaining unit employees, i.e. senior management positions, directors, assistant directors and other management level positions. Any decisions made with respect to salary adjustments, fringe benefits must be within the budgetary parameters set by the Commission.

Commissioner Drosky said the handbook does not explicitly outline that expenditures which must be consistent with the budget appropriations made by Commission and would like a specific provision in the handbook so there is cross reference reiterating those expenditures and discretionary spending and would like it clearly outlined in the handbook.

Mayor Ganz opened the public hearing.

DEPARTMENTAL BUSINESS - CONTINUED

Hugh Fuller, 2861 N. Oakland Forest Drive, Oakland Park, asked if the final recommendation regarding competitive salaries and other benefits will wait until the pay and class study are done.

Mayor Ganz closed the public hearing.

David Santucci, City Manager, replied that this recommendation seeks to address matters that are not related to the pay and class study. He said there could be a situation where a tenured executive who is interested in a position in the City but will start from scratch. Currently, he does not have the ability to bring an employee in with additional leave benefits; thereafter, he provided other examples of what he would be able to do.

MOTION was made by Commissioner Parness, seconded by Commissioner Drosky, to approve Item 23, as amended, with revisions provided by Commissioner Drosky, adopted Resolution 2022/071. Voice Vote:

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

Nays: 0

24. Resolution 2022/072 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the City's Emergency Pay Policy and Procedure applicable during declared emergencies; providing for implementation and an effective date.

The Resolution was read by title only.

David Santucci, City Manager, said the proposed resolution solidifies the current practice for emergency pay policy and procedure, i.e. hurricane pay. The policy enumerates what is already existing in collective bargaining agreements. The proposed resolution hopes to solidify reimbursement from FEMA if a declared emergency goes into effect.

There was no discussion amongst the Commission.

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

MOTION was made by Commissioner Parness, seconded by Vice Mayor Hudak, to approve Item 24, adopted Resolution 2022/072. Roll Call:

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

Nays: 0

COMMENTS BY ADMINISTRATION & LEGAL

CITY ATTORNEY - None.

CITY MANAGER

Divesting from Russian Investments - David Santucci, City Manager, advised that staff has taken all necessary measures to divest from Russia. Also, proactive measures have been taken in review of current contracts and any in the future.

Mask Mandates - Mr. Santucci said there have been changes to the federal guidelines as a result of recent action where masks are no longer required in airports, trains, and buses. There are still preferences that

COMMENTS BY ADMINISTRATION & LEGAL - CONTINUED

exist for the actual airline, but more should be revealed in the next coming days.

Wallet Hub - Mr. Santucci said a report was released conducted by various researchers across the Country regarding best and worst small cities to start a business. He said Deerfield Beach ranked 62 in the nation and 26 in Florida, out of 1300 small cities.

CITY COMMISSION BUSINESS**25. Consideration to approve voting delegates to the 2022-2023 Board of Directors for Broward League of Cities.**

There was a brief discussion regarding who would serve as voting delegate, first and second alternate.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Parness, approving Commissioner Drosky as the voting delegate, Commissioner Preston (first alternate), and Vice Mayor Hudak (second alternate). Voice Vote:

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

Nays: 0

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

None.

COMMISSIONER PRESTON**DISTRICT 2**

Community Meeting - Commissioner Preston said a meeting will be held on April 27th at 6:00 p.m. at the Hillsboro Community Center regarding Shiff Construction's proposed townhome development. He asked that the City Manager assist with communicating to the public.

Deerfield Beach High School Event - Commissioner Preston thanked Broward Sheriff's Office Deputy Nichols for his assistance with the Police Athletic League (PAL) event. He said it was extremely successful; whereas, people from all over came to the event.

Deputy Nichols commented on his role in the PAL program, whereas, he wants to make sure children have opportunities to become successful in whatever venture they choose.

COMMISSIONER PARNES**DISTRICT 3**

District 3 Meeting - Commissioner Parness said the district meeting will be held on Monday, April 25th at 1:00 p.m. in Century Village, in person and on Zoom. He said the Florida Department of Transportation will be in attendance to address SW 10th Street. He said public transportation is the answer because people will not give up their vehicles if they cannot travel to designated areas. Commissioner Parness explained how important public transportation is due to a growing population. Thereafter, he expounded on the turmoil surrounding the SW 10th Street expansion.

COMMISSIONER DROSKY**DISTRICT 4**

Youth Automotive Car Show - Commissioner Drosky said a car show will be held on Sunday, April 24th at Quiet Waters Park from 10 a.m. till 4 p.m.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED**MAYOR BILL GANZ**

SW 10th Street - Mayor Ganz commented on the letter of support to the Metropolitan Planning Organization (MPO). He said the 10th Street expansion will go through; therefore, the Commission needs to fight for the least intrusive project for the City. He said based on the amount of time the City has put into the project, he is sure the Florida Department of Transportation (FDOT) will move forward with some of the City's demands and requests. Since this project has a devastating effect on the City, it is important that the Commission has input. Next month, at the MPO meeting, he will outline talking points to garner support and ask FDOT to bridge the gap on some of the issues.

Housing Affordability - Mayor Ganz asked that the City Manager look into how affordable housing impacts the City; wherein, homes are not affordable. He said affordable housing is often associated with Section 8, but it is about people trying to purchase a home for under \$400,000. The meaning has changed drastically and many people cannot afford homes. The City is watching Broward County to see how situations are being handled. Furthermore, he opined that rental residents whose lease is expiring, should receive at least a 60-day notice that rent is increasing. If the County does not act, he believes the City will have the option of adopting a requirement for landlords to notify residents 60 days in advance, if there is an increase and the amount of the increase, but also fair notice on eviction.

Homeowner's Insurance Policies - Mayor Ganz said insurance companies are now requiring a new roof within 10 years. Due to the cost of a new roof, people are being rejected and do not have options to purchase homeowners' insurance. He said although it is being brought up in special session, there is an impact on people from various income levels and fears what will happen to city residents in the coming year.

Packer Rattler Organization - Mayor Ganz thanked Commissioner Preston for highlighting the Packer Rattler alumni earlier this evening. He said although the public thanks the Commission, they only did what was right and the ones who deserve the praise are the coaches, volunteers, and parents who have taken control over the organization and lifted it up.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to adjourn the meeting at 8:57 p.m. Voice Vote:

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

Nays: 0

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk



Meeting Minutes Community Redevelopment Agency

Tuesday, December 14, 2021

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

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

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

Also Present: 3 - City Manager David Santucci
City Attorney Anthony Soroka
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. Drosky, to approve the October 12, 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

December 14, 2021

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

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

Nays: 0

GENERAL ITEMS

- 1. CRA Resolution 2021/013 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), authorizing the expenditure of \$302,384.00 for the installation of decorative street lighting for the S-Curve Utility Undergrounding and Streetscape Improvement Project utilizing FPL's Premium Lighting PL-1 Program; authorizing the payment of the street lighting maintenance costs during the one year project warranty period; authorizing the CRA Director to take necessary actions; providing for an effective date. (*Funds from Account #190-8000-559-6311 - Lighting*)**

The Resolution was read by title only.

There was no discussion amongst the Board.

Vice Chair Preston 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. Drosky, to approve Item 1, adopted CRA Resolution 2021/013.
Roll Call:

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

Nays: 0

- 2. CRA Resolution 2021/014 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), adopting an amendment to the CRA Fiscal Year 2022 Budget to increase the special events account by \$25,000.00 to reflect the revenue received from the sale of the Showmobile; providing for implementation and an effective date.**

The Resolution was read by title only.

There was no discussion amongst the Board.

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

MOTION was made by Mr. Parness, seconded by Mr. Hudak, to approve Item 2, adopted CRA Resolution 2021/014.
Roll Call:

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

Nays: 0

- 3. Discussion and possible action regarding direction for the CRA Director to negotiate an agreement with the Guy Harvey Ocean Foundation to operate the Sawgrass to Seagrass science exploratorium at Sullivan Park.**

Mr. Hudak spoke in support of the item; whereas, partnering with the Guy Harvey Foundation is an honor and will be a tremendous opportunity for the City.

Chair Ganz spoke in support of the item. Thereafter, he commented on the positive feedback from the community and stated that this is a unique opportunity for the City and youth. Mayor Ganz said this is a legacy type situation and looks forward to seeing it come to fruition.

Mr. Drosky spoke in support of the item as well but asked that staff look into other projects that the Guy Harvey Foundation was involved with to see what has gone right/wrong to better understand the potential partnership. Additionally, he recommended having more than one partnership so others within the community or South Florida can be a part of the Exploratorium as well.

Vice Chair Preston opened the public hearing.

GENERAL ITEMS - CONTINUED

Peggy Ross, 103 NE 19th Avenue, Deerfield Beach, said this is a wonderful opportunity. Further, she stated that the Guy Harvey Foundation is also talking to Broward County about Deerfield Island Park and suggested coordinating with them. Lastly, she said the City does not want to miss this opportunity and reiterated her support.

Vice Chair Preston closed the public hearing.

Kris Mory, Director of Economic Development, said if the Board desires to include other partners, staff will follow the directive moving forward. Further, she said staff will be bringing new ideas before the Board at the beginning of 2022 on how to manage, operate, fund, endow and design the internal space of the science Exploratorium; whereas, the existing contract does not cover this specialty design.

Mr. Hudak spoke in support of the vision; whereby, the Board previously expressed their concerns regarding the lack of knowledge in operating a museum. Further, he agreed with Mr. Drosky's recommendation to include additional partners as it will enhance the success of the project.

Vice Chair Preston agreed that the City does not want to miss out on this opportunity, as the positive feedback received from the community has been outstanding.

MOTION was made by Mr. Hudak, seconded by Mr. Parness, to direct the CRA Director to negotiate an agreement with the Guy Harvey Foundation and other interested parties to operate the science Exploratorium. Roll Call:

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

Nays: 0

ADMINISTRATION COMMENTS

CRA DIRECTOR

Island Mobility Project Update - Kris Mory, Director of Economic Development, provided a brief overview of the project. She explained that the project was intended to include undergrounding four (4) utility poles; however, staff determined that the cost benefit was insufficient. Also, due to the capacity and facilities located on the poles, FP&L required two (2) of the poles to have an 8' square by 5' tall switch cabinet instead of the pole; however, they could not be located in the public right-of-way, but private property. The other two (2) poles would require a 10X10 easement on private property and two (2) additional feeder poles would be required on State Road A1A. Nevertheless, she explained that money would be spent to replace the utility poles with visible switch cabinets and two (2) additional poles would be added. Ms. Mory stated that the roadway segment where this project resides is not highly trafficked, nor is it a high pedestrian area. Lastly, she explained that staff went back to FP&L to see if anything could be done, and unfortunately it cannot; nevertheless, one of the easements is located in front of a single-family home and does not believe the homeowner would be in favor.

CITY MANAGER

None.

CITY ATTORNEY

None.

BOARD COMMENTS

MR. HUDAK

None.

BOARD COMMENTS - CONTINUED**MR. PARNESS**

None.

CHAIR GANZ

None.

MR. DROSKY

Ocean Way Holiday - Mr. Drosky commended staff for a job well done; however, he advised that people were not aware that the event ran from the pier to the main beach parking lot.

VICE CHAIR PRESTON

Surrounding Events - Vice Chair Preston commented on the devastation caused by the tornadoes. He stated that he understands nothing can be done at this meeting but asked if the Board could direct the City Manager to look into donating \$2,000 to an organization.

Mr. Parness spoke in support of the donation.

Anthony Soroka, City Attorney, advised that action cannot be taken at this time but suggested donating under the City's Manager's authority, so it can be processed accordingly.

Mr. Drosky spoke in support of the monetary donation and suggested that the City Manager reach out to municipalities in need to see what other services are needed, i.e. planning, fire, police, etc.

PUBLIC COMMENT

There were no public comments.

ADJOURNMENT

MOTION was made by Mr. Parness, seconded by Chair Ganz, to adjourn the meeting at 7:30 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

HILLSBORO INLET DISTRICT
Minutes of Regular Monthly Meeting, Monday, March 21, 2022
Fletcher Hall, 2200 NE 38th Street, City of Lighthouse Point

MEMBERS PRESENT: Chairman Denise Bryan
Vice Chair Laurence Gore
Commissioner Scott Loesel
Commissioner Hank Sarkis
Commissioner Mohamed “Mo” Tarifi
Commissioner Randy Strauss (Arrived at 6:34 PM)

OTHERS PRESENT: David N. Tolces, General Counsel, Weiss Serota Helfman
Cole & Bierman, P.L.
Captain Woodworth R. Draughon III
Assistant Captain, Alexander Cuevas
Kimberly Longo, District Secretary
Oscar Belaiche, Homeowner - Pompano Beach

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

APPROVAL OF MINUTES: A Motion to approve the February 28, 2022 Regular Meeting Minutes was made by Commissioner Sarkis and seconded by Commissioner Loesel.

Chair Bryan	Yes
Vice Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Sarkis	Yes
Commissioner Tarifi	Yes

The Motion to approve the minutes was approved unanimously. (5-0)

APPROVAL OF OUTSTANDING BILLS: A Motion was made by Commissioner Loesel and seconded by Vice Chair Gore for approval of all outstanding bills in the amount of \$67,799.83. The bills were reviewed and discussed in detail.

Chair Bryan	Yes
Vice Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Sarkis	Yes
Commissioner Tarifi	Yes

The motion to approve the outstanding bills was approved unanimously. (5-0)

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

Chair Bryan	Yes
Vice Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Sarkis	Yes
Commissioner Tarifi	Yes
Commissioner Strauss	Yes

The motion to approve current month's expenses was approved unanimously. (6-0)

DREDGE LOG: Captain Draughon advised the Board no depth chart due to weather. There was 2 hours of dredging time, resulting in about 900 yd³ of sand bypassed to Pompano Beach. The Coast Guard Beach looks good.

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

1. The crew replaced a ruptured hydraulic line;
2. Fabricated a hatch cover door on the starboard pontoon;
3. Installed the repaired heat exchanger, tested it and it runs cool (Note: \$12,000 deposit was provided on the new heat exchanger); and
4. Relocated the Barefoot Mailman Statue a few feet to the right for the boats at the Lighthouse.

Captain Draughon advised the Board that Custom and Border Patrol inquired about tapping into the District's cameras. He spoke to attorney Tolces to see if the District is allowed to give them access. Attorney Tolces advised Captain Draughon (1) to see if the Board is interested in having Custom Border Patrol tapping into the cameras and (2) the District needs something in writing from them as far as what they are proposing to do. The Board discussed the possible legal ramifications of allowing them access to the District's cameras.

PUBLIC COMMENTS: Oscar Belaiche, Pompano Beach homeowner, provided an update on the beach management/renourishment program. The project is currently underway. He also provided the Board with the history of the project. Mr. Belaiche also advised that 387,800 yd³ of sand will be used on the project.

NEW BUSINESS:

ELBOW BARGE REQUEST FOR PROPOSAL("RFP"): Attorney Tolces provided an update regarding the Elbow Barge RFP. He advised that the ad was posted to Demand Star and an ad was placed in the Sun-Sentinel and Boats and Harbors. Attorney Tolces advised that he will provide the Board with an RFP update at the April meeting.

OLD BUSINESS:

COMMISSIONER COMMENTS: Commissioner Tarifi inquired about the list of projects/reserves. District Accountant Robert Andrews stated that he will bring the list to the April meeting. Commissioner Tarifi also inquired about the balance sheet regarding vacation time and the accrual adjustment that gets made at the end of every year. He stated his concern regarding the District's policy to accrue vacation and sick leave for employees. District Accountant Robert Andrews stated it is a long cumulative process to come up with that number. The allocation is in accordance with the District's handbook. He also stated that an employee can accumulate 1,280 hours in sick leave. If an employee gets above that amount, the employee is able to cash out at the end of the year. Commissioner Tarifi commented on the photographs that were provided and asked if they can have a caption on them to clarify what they are. Attorney Tolces stated that we will place captions on the pictures going forward.

GENERAL COUNSEL COMMENTS: Attorney Tolces advised that the 2021 Annual Bypassing Report will be presented at next month's meeting.

Motion was made by Vice Chair Gore to adjourn the meeting and seconded by Commissioner Loesel. The meeting was adjourned at 6:58 PM by Chair Bryan.

Respectfully submitted,

Kimberly Longo, District Secretary

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

October 5, 2021

Douglas Gonzales

Presiding

Special Magistrate Douglas Gonzales in the City Commission Room called the meeting to order at 10:30 AM.

PRESENT: Lenore Graber, Code Compliance Manager
J Mark Woods, Code Compliance Manager
Jean Placide, Code Compliance Inspector
Angelica Morales, Code Compliance Inspector
Marcio Chaves, Code Compliance Inspector
Jade Robinson, Code Compliance Inspector
Maritza Martinez, Administrative Assistant

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

	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
1	21080102	BIGGIE,JOHN J JR & BIGGIE,MARIA	1572 SE 9 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation.	RESPONDENT WAS PRESENT- JOHN BIGGIE CONTINUED 11-2-2021
4	21020017	SOUTH FLORIDA BIBLE COLLEGE & THEOLOGICAL SEMINARY, INC	2200 SW 10 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WAS PRESENT- CHRIS BERTLING FINES CERTIFIED AS OF 10-1-2021 FOR \$125 PER DAY
5	20110050	2201 REALTY LLC	2215 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT FINES CERTIFIED AS OF 10-1-2021 FOR \$100 PER DAY
6	21050066/cm/ cost	ALINDA PROPERTIES LLC	560 SW 14 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
7	21050148	GREGORY,MARTIN A JR	1259 SE 7 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section	RESPONDENT NOT PRESENT EXTENDED TO 10-29-2021

				14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88. (b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading	
8	21060100	MORGAN,REATHER	69 NE 5 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	RESPONDENT NOT PRESENT FINES CERTIFIED AS OF 10-1-2021 FOR \$125 PER DAY VIOLATION

10	21060044	WINTERS,MARTIN A EST DEERFIELD BEACH CONDO ASSN INC/Tree Preservation	400 SE 10 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a-g) - Tree preservation	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10-29-2021 \$175 PER DAY \$80 PROSECUTION COST
12	20120006	ARGYROPOULOS,DORA	865 SE 21 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards.	RESPONDENT WAS PRESENT- ARGYROPOULOS, DORA FINAL ORDER ISSUED COMPLY BY 12-10-2021 \$125 PER DAY PER VIOLATION \$80 PROSECUTION COST
13	21010139-TAB 13-74	ALEXANDRA T JANSSEN REV TR JANSSEN,ALEXANDRA TRSTEE/HOA-	17 DEER CREEK RD, DEERFIELD BEACH, FL 33442 B101	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT- ANN MARIE BLOCK EXTENDED TO 11-2-2021
76	20010070-TAB 76 & 196-226	PENNELL,DAVID / Attorney Robert SweetApple	1100 SE 4 AVE, DEERFIELD BEACH, FL 33441 28	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section	RESPONDENT NOT PRESENT EXTENDED TO 10-18-2021

				14-105(7) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(r)(4) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(f) Off-street parking and loading.	
77	21040115/cm/ cost	GELAVERT ARIAS, REINIER W	1485 SW 28 TER, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings.	RESPONDENT NOT PRESENT

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	CERTIFIED WITH \$80 PROSECUTION COST
78	21070541	HIGHLANDS PLAZA INC & TMT PROPERTIES INC % PAUL BURREL	4801 N DIXIE HWY, DEERFIELD BEACH, FL 33064	Chapter 102 - SIGNS Section 102-14.(b) - Maintenance, violations, enforcement and remedies. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- GENE SIMMONS CONTINUED 11-2-2021
79	21080055	H & N PROPERTY LP % COLOMBI FAMILY	217 GOOLSBY BLVD, UNIT 7, DEERFIELD BEACH, FL 33442 7	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT NOT PRESENT CONTINUED TO 11-2-2021

80	21050064	DEERFIELD DEVELOPMENT RESOURCES LLC	409 N RIVER AVE, DEERFIELD BEACH, FL 33441	Chapter 102 - SIGNS Section 102-5.(b) - Permits. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT WAS PRESENT- ATTORNEY DEENA GRAY FINAL ORDER ISSUED COMPLY BY 10-29-2021 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
88	21080079	ARCHDIOCESE OF MIAMI ST AMBROSE CHURCH	380 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 12-14-2021

89	21080080	MEDINA,CARLOS W & IVONNE	1260 SE 2 ST, UNIT 1-6, DEERFIELD BEACH, FL 33441 1-6	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10-29-2021 \$250 PER DAY PER DIEM APPLIES TO THE 40 YEAR SECTION \$80 PROSECUTION COST
90	21080081	BATMASIAN,JAMES H	862 SE 2 PL, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- DONALD ANDERSON FINAL ORDER ISSUED COMPLY BY 10-29-2021 \$250 PER DAY PER DIEM APPLIES TO THE 40 YEAR SECTION \$80 PROSECUTION COST
91	21080082	BATMASIAN,JAMES H & MARTA	101 NE 2 AVE, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- DONALD ANDERSON FINAL ORDER ISSUED COMPLY BY 10-29-2021 \$250 PER DAY PER DIEM APPLIES TO THE 40 YEAR SECTION \$80 PROSECUTION COST

92	21080083	BATMASIAN,JAMES H & MARTA /40 year inspection	817 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- DONALD ANDERSON FINAL ORDER ISSUED COMPLY BY 10-29-2021 \$250 PER DAY PER DIEM APPLIES TO THE 40 YEAR SECTION \$80 PROSECUTION COST
93	21080088	LAURETANO,ANGELA	1101 CRYSTAL LAKE DR, UNIT 202, DEERFIELD BEACH, FL 33064 202	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- ANDRE MORRIS FINAL ORDER ISSUED COMPLY BY 10-29-2021 \$250 PER DAY PER DIEM APPLIES TO THE 40 YEAR SECTION \$80 PROSECUTION COST
95	21080090	GMT PROPERTY MANAGEMENT LLC	501 SE 8 ST, UNIT 209, DEERFIELD BEACH, FL 33441 209	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10-29-2021 \$250 PER DAY PER DIEM APPLIES TO THE 40 YEAR SECTION \$80 PROSECUTION COST
97	21080092	CINICOLA,IOANNA HRUSKA EST	475 SE 8 ST, UNIT 119, DEERFIELD BEACH, FL 33441 119	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec	RESPONDENTS WERE PRESENT- IOANNA CINICOLA

				110.15 (B)(1) Building Safety Inspection 40 Year Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	JENE CINICOLA FINAL ORDER ISSUED COMPLY BY 10-29-2021 \$250 PER DAY PER DIEM APPLIES TO THE 40 YEAR SECTION \$80 PROSECUTION COST
98	21080093	BATMASIAN,JAMES H & MARTA	125 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- DONALD ANDERSON FINAL ORDER ISSUED COMPLY BY 10-29-2021 \$250 PER DAY PER DIEM APPLIES TO THE 40 YEAR SECTION \$80 PROSECUTION COST
99	21080094	JP MORGAN CHASE BANK NA % INDUSTRY CONSULTING GROUP INC	1100 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10-29-2021 \$250 PER DAY PER DIEM APPLIES TO THE 40 YEAR SECTION \$80 PROSECUTION COST
100	21080095	DEERFIELD FLORIDA HOUSE INC	500 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10-29-2021

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	\$250 PER DAY PER DIEM APPLIES TO THE 40 YEAR SECTION \$80 PROSECUTION COST
101	21080096	LEWIS,JOHNNIE JR	25 NW 1 ST, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- JOHNNIE LEWIS FINAL ORDER ISSUED COMPLY BY 10-29-2021 \$250 PER DAY PER DIEM APPLIES TO THE 40 YEAR SECTION \$80 PROSECUTION COST
102	21080097	BROOKFIELD GARDENS RECREATIONAL	495 SE 8 ST, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- JENE CINICOLA FINAL ORDER ISSUED COMPLY BY 10-29-2021 \$250 PER DAY PER DIEM APPLIES TO THE 40 YEAR SECTION \$80 PROSECUTION COST
103	21080099	TOREK,MARGARET GREBENNIKOV,ALEXANDER	555 SE 8 ST, UNIT 255, DEERFIELD BEACH, FL 33441 255	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10-29-2021 \$250 PER DAY PER DIEM APPLIES TO THE 40 YEAR SECTION

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	\$80 PROSECUTION COST
104	21080146 Tab#104-107	M LEAO INVESTMENTS CORP	110 SE 10 ST, UNIT 101, DEERFIELD BEACH, FL 33441 101	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10-29-2021 \$250 PER DAY PER DIEM APPLIES TO THE 40 YEAR SECTION \$80 PROSECUTION COST
108	21080150 Tab#106-121	COSTA,PRISCILA F	900 NW 45 ST, UNIT 101, DEERFIELD BEACH, FL 33064 101	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10-29-2021 \$250 PER DAY PER DIEM APPLIES TO THE 40 YEAR SECTION \$80 PROSECUTION COST
122	21080165 Tab#122 -134 & 281	MORAIS,PAULO & MORAIS,MIRIAM DA COSTA CARDOSO/	411 SE 8 ST, UNIT 125, DEERFIELD BEACH, FL 33441 125	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- PAULO MORAIS FINAL ORDER ISSUED COMPLY BY 10-29-2021 \$250 PER DAY PER DIEM APPLIES TO THE 40 YEAR SECTION \$80 PROSECUTION COST

137	21070559	CLARK,DUSTIN J	1536 SE 15 CT, UNIT 610, DEERFIELD BEACH, FL 33441 610	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- ANN MARIE BLOCK FINAL ORDER ISSUED COMPLY BY 10-29-2021 \$250 PER DAY PER DIEM APPLIES TO THE 40 YEAR SECTION \$80 PROSECUTION COST
138	21070568	BALISTRERI,JAMES M	321 SE 15 AVE, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10-29-2021 \$250 PER DAY PER DIEM APPLIES TO THE 40 YEAR SECTION \$80 PROSECUTION COST
139	21080058	BABAPOUR,COREY EDWARD	223 SW 3 CT, UNIT A-D, DEERFIELD BEACH, FL 33441 A-D	Chapter 14 - BUILDINGS AND BUILDING REGULATION Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading	RESPONDENT WAS PRESENT- BENZARD BABAPOUR CONTINUED TO 11-2-2021
140	21080060	KOUKOULARIS,ROULA	1233 SE 8 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR	RESPONDENT WAS PRESENT- PARTHENIA KOUKOULARIS

				MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATION Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF	CONTINUED TO 11-2-2021
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				USE Section 98-161(b) - Certificate of use permit requirements.	
141	21070128	SFR 2012-1 FLORIDA LLC	321 SE 3 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATION Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(a) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-1-2021 AT \$250 PER DAY PER VIOLATION
142	21070472	TRUST NO. 125-15 LAND TRUST SERVICE CORP TRSTEE/Property Maintenance	125 SE 15 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(6) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10-29-2021 \$135 PER DAY PER VIOLATION \$80 PROSECUTION COST
143	20100082	DIAZ, RAINEL OMAR MARTINEZ, TANIA	520 NE 40 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section	RESPONDENT WAS PRESENT- DANIEL DIAZ

				14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings Chapter 66 - TRAFFIC AND VEHICLE Section 66-117.(b) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATION ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(A)(1)(a-i) - Landscape Requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements	FINAL ORDER ISSUED COMPLY BY 10-29-2021 \$135 PER DAY PER VIOLATION \$80 PROSECUTION COST
144	21090129	JOANNE & DANIEL INC	175 SW 3 ST, DEERFIELD BEACH, FL 33441-A-D	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-2.(c) - Storage and accumulation of refuse and solid wastes. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED

145	21090162	POITIER, SEBREN E	280 SW 2 AVE, DEERFIELD BEACH, FL 33441 A	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-2.(c) - Storage and accumulation of refuse and solid wastes.	RESPONDENT WAS PRESENT- SEBREN POITIER FINDING OF FACT ORDER ISSUED COST WAIVED
146	21090131	BISTON, YAACOV LIPSKAR, CHAIM	1247 SE 7 CT, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENT WAS PRESENT- BISTON, YAACOV REPEAT FINAL ORDER ISSUED FOR THREE DAYS AT \$500 PER DAY \$80 PROSECUTION COST
149	21090021	INKCORP INVESTMENTS INC	3801 NE 4 TER, DEERFIELD BEACH, FL 33064	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCE ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE DIVISION 1. - GENERALLY Section 34-121 - Declaration of nuisance Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- MANAGER FINAL ORDER ISSUED COMPLY BY 10-29-2021 \$135 PER DAY PER VIOLATION \$80 PROSECUTION COST
150	21070491	DESAMOUR, ODUELLE & VOLTAIRE, CHARLES	230 NW 43 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CONTINUED TO 11-2-2021

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
151	21070495	RAPKIN,STANLEY I	83 WESTBURY D, UNIT 83, DEERFIELD BEACH, FL 33442 83	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 11-2-2021
152	21070496	CASTRO,ROBERTO ACOSTA	4140 NE 2 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 11-2-2021
153	21070497	SUTHERLAND, DELROY A COBHAM WATSON, CARMEN	4130 NE 2 TER, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATION Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT CONTINUED TO 11-2-2021

				Sec. 98-88.(b) - Off-street parking and loading Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATION ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
155	21070086	HALL,ELIZABETH J HALL,SCOTT ANTHONY	101 NE 19 AVE, UNIT 226, DEERFIELD BEACH, FL 33441 226	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 11-2-2021
156	21070357	REMMERS, EILEEN & GROSSO, MICHAEL	4016 BERKSHIRE A, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 11-2-2021
157	21070441	ZIMECKA,BARBARA ZIMECKI,RYSZARD	3022 ELLESMERE B, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 11-2-2021
158	21070479	PAGLIARO,NICOLA	9 KESWICK A, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT NOT PRESENT CONTINUED TO 11-2-2021

				ENFORCEMENT Section 98-113(a) Building permits	
159	21070482	FREUD,FLORENCE M	36 UPMINSTER B, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 11-2-2021
160	21070486	VARGAS,ARNUFLO	29 MARKHAM B, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- ARNUFLO VARGAS FINAL ORDER ISSUED COMPLY BY 10-29-2021 \$125 PER DAY \$80 PROSECUTION COST
161	21060158	WORRALL,JANICE D	341 SW 15 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATION ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 11-2-2021
162	21070030	ELLINGTON,CHRISTOPHER ELLINGTON-HOOPER,TINKA	12 NE 9 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATION Section 14- 106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- TINKA ELLINGTON CONTINUED TO 11-2-2021

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATION ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
163	21070031	CAPITOL HOMES GROUP INC	4103 CAMBRIDGE E, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 11-2-2021
164	21070032	GOMES,FABIANA	4871 NW 18 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 11-2-2021
167	21070047	COMITO,RENEE H/E COMITO,ROBERT	1412 SW 28 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- RENEE COMITO CONTINUED TO 11-2-2021
169	21070061	PORCARO,MARIA	4170 NW 3 AVE, DEERFIELD BEACH, FL 33064 6	Chapter 14 - BUILDINGS AND BUILDING REGULATION ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATION Section 14-105(6) - Exterior building and structure standards.	RESPONDENT NOT PRESENT CONTINUED TO 11-2-2021

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. FIRE PREVENTION CODE F-103.2.9.5 Hurricane Protection Devices - Shutters Up After Storms	
171	21070078	VIEIRA,AERICO J	3830 NW 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 11-2-2021
172	21070079	WILLIAMS,SHANNON BASS,JENNIFER	3931 NW 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATION ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATION ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 11-2-2021
173	21070083	BOSWORTH,EUGENE BOSWORTH,HARRIET	1013 VENTNOR G, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATION ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 11-2-2021

174	21050079	FIDELIS, CHRISTHIAN R	4550 NW 18 AVE, UNIT 604, DEERFIELD BEACH, FL 33064 604	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATION ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 11-2-2021
176	21040124	CASSADY,ALAN M ALAN M CASSADY FAM TR	733 VILLA PORTOFINO CIR, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- ALAN CASSADY EXTENDED TO 12-10-2021
177	21060058	MORAES,SIMONE	670 NE 44 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATION Section 14-105(8) - Exterior building and structure standards.	RESPONDENT WAS PRESENT- SIMONE MORAES EXTENDED TO 12-10-2021
178	21060069	CHAPMAN,RONALD J	220 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. BSO ENFORCED - REGULATIONS, GENERALLY Section 66-59. (c)(1)(b)- Parking on residentially zoned lots.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
179	21070106	ETIENNE,WOODLEY & WISELAURE	441 SE 13 DR, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- WISELAURE ETIENNE EXTENDED TO 10-29-2021
180	21070543	CARGAIN,GEORGE E	1950 NE 3 ST, DEERFIELD BEACH, FL 33441 8	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT EXTENDED TO 10-29-2021
181	21050100/cm/ cost	HARVIG PROPERTIES LLC	4750 NE 2 WAY, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

				Chapter 46 – OFFENSES Section 46-28(a) - Storage of materials. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE III. - ZONING DISTRICT REGULATIONS RS-5 residence, single-family Section 98-45(b)(1-6) Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	
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182	21050049/cm/ cost	LG TRUST HOLDINGS LLC /Building Permits	158 NW 1 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
183	21050023	ADDERLY,GALEN A JR JORDAN,LASANDRA	1251 SW 10 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
184	19120080	BENAC,CID /Building Permits	4018 CAMBRIDGE A, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- CID BENAC FINES IMPOSED AS OF 10-5-2021 FOR \$100 PER DAY
185	21060070	FARIA, WELLINGTON & ELIZABETH	200 NW 43 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT EXTENDED TO 10-29-2021

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
186	21060067	CARPINO,ERICA & MICHAEL	1105 SE 6 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10-29-2021 \$135 PER DAY \$80 PROSECUTION COST
189	21040094	TIDEWATER ESTATES CO-OP INC	1802 FLAMINGO PL, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 11-2-2021

190	21050006	MEDICI,ANNE T	273 PRESCOTT N, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 11-2-2021
191	21050027	ANKARI,SUSAN	550 SE 2 AVE, DEERFIELD BEACH, FL 33441 G4	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 11-2-2021
192	21050080	LOY IRREV TR LOY,ELIZABETH A TRSTEE	280 VENTNOR S, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 11-2-2021
193	21050085	ROUSSEAU, NATHALIE & CORBIN, FRANCOIS	2056 CAMBRIDGE C, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- FRANCOIS ROSSEAU CONTINUED 12-14-2021
194	21050142	EDWARDS,JAMES EQLE MORERA,DEBORAH D EST	4406 NW 6 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	RESPONDENT NOT PRESENT CONTINUED TO 11-2-2021

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
196	20010032 Tab # 196 -226	GOMES,ANDRE LUIZ	1100 SE 4 AVE UNIT 21	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(r)(4) - Landscape requirements.	RESPONDENT NOT PRESENT EXTENDED TO 10-18-2021

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(f) Off-street parking and loading.	
227	21070465 Tab# 227-253	BAELUM,ERIK & YELVA	1950 NE 3 ST, UNIT 1, DEERFIELD BEACH, FL 33441 1	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- ATTORNEY DAVID ROY EXTENDED TO 10-29-2021
254	21070627	BATMASIAN, JAMES H & MARTA	817 S FEDEERAL HWY, DEERFIELD BEACH, 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE III. - ZONING DISTRICT REGULATIONS; Sec. 98-54(b)(1-38) - B-2 highway business, Permitted uses.	RESPONDENT WAS PRESENT- DONALD ANDERSON FINE IMPOSED AS OF 10-2-2021 FOR \$250 PER DAY
255	21080143/cm/ cost	COLONIAL SUITES INC	1197 S MILITARY TRAIL, DEERFIELD BEACH, FL 33442	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE DIVISION 4. - COMMERCIAL REFUSE COLLECTION Section 58-84.(4) - General service customer's duties and liability.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUION COST

256	21090311	VIVIAN PERRY IRREV TR PERRY,GERARD J TRS ETAL	1401 SW 34 AVE, DEERFIELD BEACH, FL 33442	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE; DIVISION 1. – GENERALLY Sec. 34- 124. - Public nuisance abatement program established. Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT WAS PRESENT- ATTORNEY DAVID ROY FINAL ORDER ISSUED COMPLY BY 10-15-2021 \$200 PER DAY PER VIOLATION \$80 PROSECUTION COST
257	21090323	LCR 2009 NE 2ND LLC	2009 NE 2 ST, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE; DIVISION 1. – GENERALLY Sec. 34- 124. - Public nuisance abatement program established. Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT REPEAT ORDER ISSUED \$350 PER DAY FOR A TOTAL OF 10 DAYS \$80 PROSECUTION COST
258	21080174	WERTHEIM,BRIGITTE EST	411 SE 8 ST DEERFIELD BEACH, FL 33441	Chapter 98 - LAND D ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits 40-50 Year FBC 110 B Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10-29-2021 \$250 PER DAY PER DIEM APPLIES TO THE 40 YEAR SECTION COST WAIVED

259	21090038	MOTA,DIEGO RODRIGUES,ANA PAULA	482 NE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (2) Vacation Rental Registration Requirement	RESPONDENT NOT PRESENT COMPLY BY 10-15-2021 \$250 PER DAY PER VIOLATION \$80 PROSECUTION COST
A	17050032	SWIFT AUCTION GROUP LLC	16 NE 9 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- VICTOR GOMEZ FINES MITIGATED FOR \$4,500 TO BE PAID IN FULL BY 11-2- 2021
B	18060053	SHIRELY JEAN FUCHS LIV TR, SHIRLEY JEAN TRUSTEE	2501 W HILLSBORO BLVD, DEERFIELD BEACH, FL	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98- 161(b) - Certificate of use permit requirements	RESPONDENTS WAS PRESENT- SHIRLEY JEAN FUCHS FINES MITIGATED FOR \$2,080 TO BE PAID IN FULL BY 11-2- 2021

C	21080008	BROOKFIELD GARDENS RECREATIONAL	495 SE 5 ST, DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (i) (1) - Minimum standards for interior of structures.	RESPONDENT WAS PRESENT- JEAN SIMMONS NO ACTION CASE WILL AT THE 12-14-2021 HEARING
D	17060091	EIRE KITCHENS LLC/ Atty Richard Coker	721 NE 42 STREET, DEERFIELD BEACH, FL	Chapter 78 - COMMUNITY APPEARANCE BOARD Section 78-5. - Submission of plans and specifications. Community Appearance Board Requirement Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT- ATTORNEY RICHARD COOKER FINES MITIGATED FOR \$20,000 TO BE PAID IN FULL BY 1-11- 2022
E	21020004	LAKE POINTE UNIT 207 LLC/GIL KOPPEL/ Attorney Michael P. Swistak	291 NW 7 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENTS WERE PRESENT- ATTORNEY MICHAEL PSWISTAK GIL KOPPEL FINES MITIGATED FOR \$4,080 TO BE PAID IN FULL BY 11-2-2021

F	16070040	LAKE POINTE UNIT 207 LLC/GIL KOPPEL/ Attorney Michael P. Swistak	291 NW 7 CT, DEERFIELD BEACH, FL 33441	Chapter 46 – OFFENSES Section 46-28. (a) - Storage of materials. Chapter 66 - TRAFFIC AND VEHICLES Section 66-61(b). - Parking of commercial vehicles on public streets and commercially zoned property.	RESPONDENTS WERE PRESENT- ATTORNEY MICHAEL PSWISTAK GIL KOPPEL FINES MITIGATED FOR \$2,080 TO BE PAID IN FULL BY 11-2-2021
G	21040134	GLOBAL STATE LLC	4357 NW 6 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND D ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	RESPONDENT NOT PRESENT VACATED THE IMPOSITON OF FINE AND CLAIM OF LIEN
H	19030038	TIDEWATER ESTATES CO-OP INC	1802 FLAMINGO PL, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- ATTORNEY SUSANNE MCCLEAN FINES MITIGATEED FOR \$5, 780 TO BE PAID IN FULL BY 11-2-2021

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Douglas Gonzales, Special Magistrate

Date

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

October 18, 2021

Eugene Steinfeld

Presiding

Special Magistrate Eugene Steinfeld in the City Commission Room called the meeting to order at 9:00 AM.

PRESENT: Lenore Graber, Code Compliance Manager
J Mark Woods, Code Compliance Manager
Angelica Morales, Code Compliance Inspector
Marcio Chaves, Code Compliance Inspector
Jade Robinson, Code Compliance Inspector
Sheryl Salvage, Code Compliance Inspector
Maritza Martinez, Administrative Assistant

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

	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
1	21070611	BLAISE,WESLEY	1330 SW 11 AVE, UNIT A-B, DEERFIELD BEACH, FL 33441 A-B	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88. (f) Off-street parking and loading.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-12-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
3	21080072	ST JUSTE,JEAN C	1320 SW 11 AVE, UNIT A-B, DEERFIELD BEACH, FL 33441 A-B	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(6) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-12-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88. (b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(f) Off-street parking and loading.	
5	21080074	JEAN,JULDAMENE	1240 SW 11 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings.	RESPONDENT WAS PRESENT- LOUISE JEAN FINAL ORDER ISSUED COMPLY BY 11-12-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69. (g) - Preparation and storage of residential refuse Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(f) Off-street parking and loading.	
8	21080100	LOUINORD,REGINA	4121 NE 4 TER, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENTS WERE PRESENT- BERNADINE NICKS REGINA LOUINORD FINAL ORDER ISSUED COMPLY BY 11-12-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Section 98 -88(j)(1) Off-street parking and loading.	
9	21060023	FRIERSON,ROMAN EST % JERMAINE FRIERSON/ LANDSCAPE	310 NW 4 AVE, DEERFIELD BEACH, FL 33441	Chapter 46 – OFFENSES Section 46-13 - Trees, bushes and shrubs— Encroaching on public right-of-way. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-15-2021 \$250 PER DAY PER VIOLATION
10	21060108	PADLAD,LEERON	320 NW 4 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-15-2021 \$250 PER DAY PER VIOLATION

11	21070068	HUTCHINSON,ANDREA	4327 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-15-2021 FOR \$100 PER DAY
12	21070149	MASLEY,GREG MASLEY,TODD	1301 SE 1 TER, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
13	21060042	BAHLOVA, NINA	1548 SE 11 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards.	RESPONDENT WAS PRESENT- ATTORNEY STEVEN GINNS CONTINUED TO 11-17-2021
14	19110011	ASSOCIATION OF MEADOWS CRYSTAL	2300 SW 17 CIR, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT NOT PRESENT CONTINUED TO 11-17-2021
15	21080098	PICTURE TWO LC	3200 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Section 102-7. (3)- Certain sign or sign structures prohibited. Sec. 98-53(a) ARTICLE III. - ZONING DISTRICT REGULATIONS B-1 business, community	RESPONDENT WAS PRESENT- DENNY SHUB REPEAT FINAL ORDER ISSUED \$250 PER DAY FOR 18 DAYS \$80 PROSECUTION COST

16	21070401	SRA/PALM TRAILS PLAZA LLC	1101 S MILITARY TRL, DEERFIELD BEACH, FL 33442	Chapter 102 - SIGNS Section 102-7. (3)- Certain sign or sign structures prohibited.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-15-2021 FOR \$150 PER DAY
17	21050123	WILLIAMS,ERIC D	4910 NE 10 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off- street parking and loading.	RESPONDENT WAS PRESENT- WNIFRED WILLIAMS CERTIFIED WITH \$80 PROSECUTION COST
18	21050126	GHANEN,MICHAEL	70 SW 10 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards.	RESPONDENTS WERE PRESENT- DAVID HALLE MICHAEL GHANEN EXTENDED TO 1-21-2022
19	21040070	BATMASIAN,JAMES H	1300 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF	RESPONDENTS WERE PRESENT- DONALD ANDERSON ROBERT EISEN EXTENDED TO 11-12-2021

				USE Section 98-161(b) - Certificate of use permit requirements.	
20	21070398	BPREP DEERFIELD PARK LLC %BROOKFIELD PROPERTY GROUP	674 S MILITARY TRL, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONSARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-12-2021 \$100 PER DAY \$80 PROSECUTION COST
21	21080010	NITE-OUT INC	165 NE 2 AVE, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENTS WERE PRESENT- DONALD ANDERSON ROBERT EISEN FINAL ORDER ISSUED COMPLY BY 11-12-2021 \$100 PER DAY \$80 PROSECUTION COST
22	21080214	DEERFIELD BEACH 998 LLC	998 S MILITARY TRL, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-12-2021 \$100 PER DAY \$80 PROSECUTION COST
24	21080216	DCGC PROPERTIES LLC	2801 DEER CREEK COUNTRY CLUB BLVD, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- MANUEL MARTINEZ FINAL ORDER ISSUED

					COMPLY BY 11-12-2021 \$80 PROSECUTION COST
25	21080218	NATURA INC	3500 SW NATURA BLVD, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-12-2021 \$100 PER DAY \$80 PROSECUTION COST
30	21080145	FRECHETTE,MICHAEL BROSSEAU,MANON ETAL	804 SE 7 ST, UNIT 206, DEERFIELD BEACH, FL 33441 206	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- ANN MARIE BLOCK FINAL ORDER ISSUED COMPLY BY 11-12-2021 \$100 PER DAY \$80 PROSECUTION COST
33	21090003	SFREDDO,RAUL LUIZ /40 YEAR INSP	4321 NW 9 AVE, UNIT 201, DEERFIELD BEACH, FL 33064 201	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-12-2021 \$100 PER DAY \$80 PROSECUTION COST
34	21090024	VIDRAH,ANDREW	4138 NW 1 DR, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-12-2021 \$100 PER DAY \$80 PROSECUTION COST

35	21090314	GOLDBERG, TONTO	203 NE 8 TER, DEERFIELD BEACH, FL 33441	Chapter 46 – OFFENSES Section 46-28(a) - Storage of materials.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-12-2021 \$100 PER DAY \$80 PROSECUTION COST
36	21080012	MASONIC LODGE DELTA 519 % EDDIE NEAL/40 YEAR INSP	159 SW 1 TER, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-15-2021 FOR \$250 PER DAY
37	21080066	ALVES ANA F H/E LEILA & ELIAKIM PEREIRA FAM TR	941 CRYSTAL LAKE DR, UNIT 101, DEERFIELD BEACH, FL 33064 101	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-15-2021 FOR \$250 PER DAY
38	21080034	HUNTER,MICHAEL H/E HUNTER,ARIANA	4331 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
39	21080018	BETHLEHEM MISSIONARY BAPTIST CHURCH	1055 SW 2 AVE, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- JOHN WILLIAMS

				s	FINES IMPOSED AS OF 10-15-2021 FOR \$250 PER DAY
40	21080005	WINTERS,MARTIN A EST DEERFIELD BEACH CONDO ASSN INC	400 SE 10 ST, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-15-2021 FOR \$250 PER DAY
41	21070561	DEERFIELD LAKE CONDO MGMT ASSN	777 SE 2 AVE, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- DAVID KATZ FINES IMPOSED AS OF 10-15-2021 FOR \$250 PER DAY
42	21070563	HARVEST INVESTMENT INTERNATIONAL INC	1560 SE 3 CT, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
43	21070590/Tab #43-54	FRANCA,LUIZ	4251 NW 9 AVE, UNIT 101, DEERFIELD BEACH, FL 33064 101	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- LUIZ FRANCA EXTENDED TO 10-22-2021
55	21070603/#55- 58	SANTOS,RAFAEL A & VICTORIA	1040 CRYSTAL LAKE DR, UNIT 1, DEERFIELD BEACH, FL 33064 1	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-15-2021 FOR \$250 PER DAY
59	21070527Tab# 59-72	LAWLER,AMY	90 NE 19 AVE, UNIT 1, DEERFIELD BEACH, FL 33441 1	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec	RESPONDENT NOT PRESENT

				110.15 (B)(1) Building Safety Inspection 40 Year	FINES IMPOSED AS OF 10-15-2021 FOR \$250 PER DAY
73	21070157/Tab #73-151	SONENBERG,LARRY STEVEN SONENBERG,SANDRA CHERYL	3017 BERKSHIRE A, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-15-2021 FOR \$250 PER DAY
152	21070248/Tab #152-189	ST JOHN-AYRE,HAYLEY	322 N FEDERAL HWY, UNIT 122, DEERFIELD BEACH, FL 33441 122	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-15-2021 FOR \$100 PER DAY
190	21090132	PAEZ,FLORENTINO JIMENEZ	340 NW 1 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-75(1)(a,b,c.) - Residential walls, fences and hedges. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 11-17-2021
191	21080057	THOMPSON,DENEISHA	400 NW 37 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-12-2021 \$100 PER DAY PER VIOLATION

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	\$80 PROSECUTION COST
192	21080086	PASTOR,ELEANOR A	1321 SE 14 ST, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-12-2021 \$100 PER DAY \$80 PROSECUTION COST
193	21080103	POSEY,ELIZABETH	401 SE 4 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-12-2021 \$100 PER DAY \$80 PROSECUTION COST
194	21090324	WILLIAMS,JACQUELINE & WILLIAMS,JOHN H	204 SW 3 CT, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-2.(c) - Storage and accumulation of refuse and solid wastes.	RESPONDENT WAS PRESENT- JOHN WILLIAMS

					FINDING OF FACT ORDER ISSUED COST WAIVED
195	21070353	LAWTON,MICHELLE SIMPKINS,RUSSEL	4345 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-12-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
196	21070356	GAGLIARDI FAMILY TR	500 SE 21 AVE, DEERFIELD BEACH, FL 33441 804	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-12-2021 \$100 PER DAY \$80 PROSECUTION COST
197	21070364	SMITH,THOMAS T JR	4324 NW 3 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- THOMAS SMITH FINAL ORDER ISSUED COMPLY BY 11-12-2021 \$100 PER DAY \$80 PROSECUTION COST
198	21070366	MILLS,TAVIA S	1961 SW 15 ST, DEERFIELD BEACH, FL 33442 88	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-12-2021 \$100 PER DAY \$80 PROSECUTION COST

201	21070370	PULEO,JOSEPH A PULEO,RITA S	800 SE 20 AVE, DEERFIELD BEACH, FL 33441 204	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-12-2021 \$100 PER DAY \$80 PROSECUTION COST
202	21070371	CALIXTE,DIDEROT & MARIE C	310 NW 40 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- KENNETH CALIXTE FINAL ORDER ISSUED COMPLY BY 11-12-2021 \$100 PER DAY \$80 PROSECUTION COST
204	21070380	FEDERAL NATIONAL MORTGAGE ASSN	220 NW 40 CT, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-12-2021 \$100 PER DAY \$80 PROSECUTION COST
208	21070400	DUSTY DOLPHIN LLC	541 SE 18 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT- NICK MARTORANO FINAL ORDER ISSUED COMPLY BY 11-12-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
210	21070620	JEAN-PIERRE,ARSENE ANSELME JEAN-PIERRE,MARIE	1200 SW 6 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- MARIE JEAN-PIERRE FINAL ORDER ISSUED COMPLY BY 12-10-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
211	21070621	BROCK,WILLIE BROCK,SANDRA	1220 SW 6 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(6) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-12-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	
213	21080014	ZHAO,YAO ZHUANG,QING	746 NW 38 TER, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- YAO ZHAO FINAL ORDER ISSUED COMPLY BY 11-12-2021 \$100 PER DAY \$80 PROSECUTION COST
214	21080016	ROBERTSON, BARBARA J & THOMAS M	229 TILFORD K, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- BARBARA ROBERTSON FINAL ORDER ISSUED COMPLY BY 12-10-2021 \$100 PER DAY \$80 PROSECUTION COST
215	21080024	OSTROKOLOWICZ,TODD	1579 SE 8 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-12-2021 \$100 PER DAY \$80 PROSECUTION COST
216	21080106	MANCINI DEVELOPMENT 1650 LLC	1650 S POWERLINE RD, UNIT A, DEERFIELD BEACH, FL 33442 A	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- STEVE NEWMAN LISA PHILLIPS JARED LAUB CONTINUED TO 11-17-2021

219	21070609	CUNHA,EDEMILSON H/E ANDRADE,CELIA M	3315 SW 2 CT, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- JAUPES LOPES EDEMILSON CUNHA FINAL ORDER ISSUED COMPLY BY 11-12-2021 \$100 PER DAY \$80 PROSECUTION COST
221	21080104	SILVA,RAFAEL	4120 NE 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off- street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- RAFAEL SILVA FINAL ORDER ISSUED COMPLY BY 11-12-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
222	21080105	FEBRUARY AH LLC	178 SW 6 ST, UNIT 1- 2, DEERFIELD BEACH, FL 33441 1-2	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-12-2021

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (4) (a) - General interior maintenance requirements. Chapter 94 MIN HOUSECHAPTER 94 HOUSING; Sec. 94-8 (i) (1) - Minimum standards for interior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-11 (a) - Exterior doors. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (f)- Minimum standards for maintenance of premises Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	\$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
223	21080077/cm/ cost	GORDON FAM REV LIV TR GORDEN,DONALD J & MARY C TRS	4056 VENTNOR O, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

224	21070431	B RENO LLC	1104 SE 5 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-15- 2021 FOR \$250 PER DAY
225	21070589	SMITH,SARAH AMANDA	1962 NE 6 ST, UNIT 2A, DEERFIELD BEACH, FL 33441 2A	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-15- 2021 FOR \$125 PER DAY
226	21070602	898 DEERFIELD LLC	898 SE 2 PL, DEERFIELD BEACH, FL 33441	<i>Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(6) - Exterior building and structure standards.</i> <i>Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards.</i> <i>Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.</i> <i>Chapter 94 MIN HOUSE Chapter 94 - HOUSING; Sec. 94-5. - Responsibility of owners.</i> <i>Chapter 94 MIN HOUSECHAPTER 94 HOUSING; Sec. 94-7. (d)- Minimum standards for maintenance of premises.</i>	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-15-2021 FOR \$125 PER DAY PER VIOLATION

				<i>Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (f) - Minimum standards for interior of structures.</i> <i>Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (a) (1) - Minimum standards for exterior of structures</i> <i>Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development</i> <i>Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.</i> <i>Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits</i>	
227	21070439	ALVARADO,OLGA	320 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-15-2021 FOR \$100 PER DAY

228	21070470	SUN HAVEN APARTMENTS LLC	212 SE 9 AVE DEERFIELD BEACH, FL 33441	Chapter 98 - LAND D ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER VACATED
229	21060063	LEPAGE, ROBERT III & CATHLEEN	1349 SE 8 ST DEERFIELD BECH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- ROBERT LEPAGE CONTINUED TO 12-14-2021
230	21060063	TOLEDO,RIOTCA	41 CAPITOL CT, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- RIOTCA TOLEDO EXTENDED TO 12-10-2021
231	21060066	PATHWAY VENTURES LTD	2301 W SAMPLE RD, DEERFIELD BEACH, FL 33073 1-1A	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT- DEBBIE ZETHY FINES IMPOSED AS OF 10-15-2021 FOR \$225 PER DAY
232	21060068	GUSMAO,EDRIANE DIAS DE OLIVEIRA,ROBERTO A	705 SE 5 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- EDRIANE GUSMAO EXTENDED TO 11-12-2021
233	21060107	NIKlashallberg,HANS PAULSBERG,HILDE CAROLINE	1300 SE 12 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	ORDER WAS DISMISSED
234	21070026	WORRELL,DENNICA PEARL	2713 SW 12 CT, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT-DENNICA WORRELL EXTENDED TO 11-12-2021
235	21070034	VEROLA,MARCUS VINICIUS LIMA,RONALDO LUIS	263 SE 9 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-15-2021 FOR \$225 PER DAY
236	21070089	JUNIOR,AURINO GASPAR	4030 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-15-2021 FOR \$135 PER DAY
237	21060102	FOARCE, CALIN M & VALERIA L POPA, STANISLAV	23 NE 11 WAY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT-CALIN FOARCE EXTENDED TO 12-10-2021

238	21050039	BRADSHAW,KEVIN M	1172 SE 2 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
239	19080263	OSSLUND,ERNEST N	371 NW 46 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT EXTENDED TO 1-21-2022
240	21030141	PALHARES,SEBASTIAO H/E PALHARES,VERA L	7 SE 12 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-15-2021 FOR \$100 PER DAY
243	21050136	SHEA,JOHN	2676 SW 14 DR, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
247	21050009	KARKER,HAROLD	941 CRYSTAL LAKE DR, DEERFIELD BEACH, FL 33064 107	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 11-17-2021
251	21060006	SEIDMAN, MATTHEW	530 RIVER OAK LN, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 12-14-2021

253	21100106	HOUSE OF GOD WHICH IS THE CHURCH OF THE LIVING GOD ETAL	115 SW 10 ST, DEERFIELD BEACH, FL 33441	Chapter 2 SPECIAL EVENTS Sec. 2-541(a) - Permit required for special events Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CASE DISMISSED
254	21090038	MOTA,DIEGO RODRIGUES,ANA PAULA	482 NE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (2) Vacation Rental Registration Requirement	RESPONDENT NOT PRESENT ORDER WAS VACATED
255	20010070- Tab#255 to 285	PENNELL,DAVID / Attorney Robert Sweet Apple	1100 SE 4 AVE, DEERFIELD BEACH, FL 33441 28	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	RESPONDENT NOT PRESENT EXTENDED TO 11-2-2021

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONSARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(r)(4) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(f) Off-street parking and loading.	
286	21040056	JEAN, DIEUELLE JOSEPH, YVON ORILUS	830 SW 14 CT, DEERFILED BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-15-2021 FOR \$100 PER DAY PER VIOLATION

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONSARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
287	21100336	OVIEDO, ANTONIO JOSE	1015 BERKSHIRE A, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT CONTINUED TO 11-12-2021
288	21070352	CAIN-PRINCE,, MARIE E	4130 EASTRIDGE CIR, DEERFIELD BEACH, FL	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation. FIRE PREVENTION CODE F-103.2.9.5 Hurricane Protection Devices - Shutters Up After Storms	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-12-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

A	21060017	15 AVETERRACE LLC	310 SE 15 TER, DEERFIELD BEACH, FL	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards.	RESPONDENT DID NOT APPEAR
B	17040117	15 AVETERRACE LLC	310 SE 15 TER, DEERFIELD BEACH, FL	Chapter 98 - LAND D ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-94(3) - Growth of plants and placement of objects in the right- of-way. Chapter 14 - BUILDIN Section 14- 106(b) - Minimum standards for yard and landscape areas.	RESPONDENT DID NOT APPER
C	20080059	JOEL DENSMORE	1300 SW 1 WAY, DEERFIELD BEACH, FL	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	RESPONDENT WAS PRESENT- JOEL DENSMORE FINES MITIGATED FOR \$8,500 FOR ALL CASES TO BE PAID IN FULL BY 4-27-2022
D	20020042	JOEL DENSMORE	1300 SW 1 WAY, DEERFIELD BEACH, FL	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT WAS PRESENT- JOEL DENSMORE FINES MITIGATED FOR \$8,500 FOR ALL CASES TO BE PAID IN FULL BY 4-27-2022

E	17120135	JOEL DENSMORE	1300 SW 1 WAY, DEERFIELD BEACH, FL	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(u) - Landscape requirements.	RESPONDENT WAS PRESENT- JOEL DENSMORE FINES MITIGATED FOR \$8,500 FOR ALL CASES TO BE PAID IN FULL BY 4-27-2022
F	18080078	JOEL DENSMORE	1300 SW 1 WAY, DEERFIELD BEACH, FL	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- JOEL DENSMORE FINES MITIGATED FOR \$8,500 FOR ALL CASES TO BE PAID IN FULL BY 4-27-2022
G	15-1112	JOEL DENSMORE	1300 SW 1 WAY, DEERFIELD BEACH, FL	34-5y(a)WEEDS OVER 12 INCHES	RESPONDENT WAS PRESENT- JOEL DENSMORE FINES MITIGATED FOR \$8,500 FOR ALL CASES TO BE PAID IN FULL BY 4-27-2022

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Eugene Steinfeld, Special Magistrate

Date

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

January 11, 2022

Eugene Steinfeld

Presiding

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

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

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

<u>Tab#</u>	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
1	21040032	ALTOMARE,FRANCIS C IV H/E ALTOMARE,FRANCIS J III H/E ETAL	241 SE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2-4-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
7	21100705	GREGORY,MARTIN A JR	1259 SE 7 CT, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCESARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-7-2022 FOR \$100 PER DAY
8	21090063	CILIE,LEON CILIE,YRMA	182 SW 3 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-7-2022 FOR \$100 PER DAY PER VIOLATION

				14-74 - Display of street numbers on buildings. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
9	20100058	SML DEERFIELD BEACH LLC % THE WINGS GROUP/ MAINTENANCE OF DEVEOPMENT	2020 NE 2 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT- NISSIM BARUCH FINAL ORDER ISSUED COMPLY BY 3-4-2022 \$100 PER DAY \$80 PROSECUTION COST
10	21010139-TAB 10-70	ALEXANDRA T JANSSEN REV TR JANSEEN, ALEXANDER TRSTEE	17 DEER CREE RD,B101 DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT- ANN MARIE BLACK EXTENDED TO 3-4-2022
71	21070616	BARRY,VICTORIA M	227 NE 8 TER	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2-4-2022 \$100 PER DAY \$80 PROSECUTION COST

72	21090064	ELIZABETH J IANDIMARINO REV TR	1020 SE 12 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT NOT PRESENT CONTINUED TO 2-8-2022
78	21110148	PARTH PROPERTIES LLC/MINIMUM STANDARDS FOR COMMERCIAL	111 SE 2 AVE, DEERFIELD BEACH, FL 33441	Chapter 102 - SIGNS Section 102-7. (3)- Certain sign or sign structures prohibited. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- AUDROT MUHAMED CONTINUED TO 3-8-2022

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88(d) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	
80	21110026	RT22 CREATIONS INC	111 SE 9 ST, DEERFIELD BEACH, FL 33441	Chapter 102 - SIGNS Section 102-7. (3)- Certain sign or sign structures prohibited Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117. (a) - Parking prohibitions; enforcement.	RESPONDENT WAS PRESENT- RUBENS TERCI FINAL ORDER ISSUED COMPLY BY 2-4-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
81	21110028	CALIGIURI, RAYMOND & CALIGIURI, DOREEN	1417 SW 1 WAY, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF	RESPONDENT WAS PRESENT- ROBERT CIERI CONTINUED TO 3-8-2022

				USE Section 98-161(b) - Certificate of use permit requirements	
82	21100675	CRYSTAL POINTE COMMERCIAL PROPERTIES LLC	4500 N POWERLINE RD, DEERFIELD BEACH, FL 33073	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT NOT PRESENT CONTINUED TO 2-8-2022
83	21100676	CRYSTAL POINTE COMMERCIAL PROPERTIES LLC/ BUILDING PERMITS	4500 N POWERLINE RD, DEERFIELD BEACH, FL 33073	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 2-8-2022
84	21110030	REZZULLI PROPERTIES LLC	1371 SW 32 WAY, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
85	21100591	2001 REALTY LLC	2215 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(2) - Exterior building and structure standards	RESPONDENT NOT PRESENT CONTINUED TO 2-4-2022

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(6) - Exterior building and structure standards Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	
86	21100603	TAMPA BAY CORPORATE SQUARE LLC	1377 S DIXIE HWY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	RESPONDENT NOT PRESENT EXTENDED TO 3-4-2022
87	21090066/cm/ cost	MAVERIK ENTERPRISES LLC	301 GOOLSBY BLVD, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

				ENFORCEMENT Section 98-113(a) Building permits	
88	20100010	UNITED STATES POSTAL SERVICE /Attorney Isabel m. Robison	212 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- STEVEN PETRI FRANK LYZAK MICHAEL SEDA CONTINUED TO 4-12-2022
89	21060114	CENTURY PLAZA ASSOCIATES LP	1800 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT- STEVEN DARBY CONTINUED TO 4-12-2022
91	21110166	POLANCO,MARIA GABRIELA BRETT	809 NE 4 ST, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69. (g) - Preparation and storage of residential refuse Chapter 66 - TRAFFIC AND VEHICLES Section 66-117. (b) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88. (b) - Off- street parking and loading	RESPONDENT NOT PRESENT CONTINUED TO 2-8-2022

93	21100015	NEMORING, DENISE	210 NW 46 CT, DEERFIELD BEACH, FL 33064	ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards.	RESPONDENT NOT PRESENT REPEAT ORDER ISSUED FINES IMPOSED FOR 101 DAYS AT \$200 PER DAY \$80 PROSECUTION COST
149	21090107	ZION EVANGELICAL LUTHERAN CH OF POMPANO BEACH DEERFIELD BEACH	959 SE 6 AVE, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- ROBIN LARSON FINAL ORDER ISSUED COMPLY BY 2-4-2022 \$100 PER DAY \$80 PROSECUTION COST
150	21080079	ARCHDIOCESE OF MIAMI ST AMBROSE CHURCH//40 YEAR SAFETY INSP	380 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT CONTINUED TO 4-12-2022
151	21120031	IH3 PROPERTY FLORIDA LP % INVITATION HOMES - TAX DEPT	4727 NW 3 CT, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE III. - ZONING DISTRICT REGULATIONS; Sec. 98-51(b) (12). - PUD, planned unit development.	RESPONDENT NOT PRESENT CONTINUED TO 2-8-2022
152	21120001	TONG,PHUONG & PHAM,HUNG TAN	4339 NW 1 DR, DEERFIELD BEACH, FL 33442	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE; DIVISION 1. - GENERALLY Sec. 34-121. - Declaration of nuisance.	RESPONDENTS WERE PRESENT- KHANH TONG PHUONG TONG FINES IMPOSED FOR ONE DAY FOR \$200 PER DAY

					\$80 PROSECUTION COST
153	21120029	FAIRWAY MEMORIAL PROPERTIES LLC	1391 NW 45 ST, DEERFIELD BEACH, FL 33064	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES Section 34-35(2) - Specific noise prohibitions. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- ATTORNEY DEENA DAY CONTINUED TO 2-8-2022
157	21100560	OLIVEIRA,TEODORO	210 NW 46 CT	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
158	21090308/cm/ cost	MUSTANG14 LLC	441 NE 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

159	20100082	DIAZ,RAINEL OMAR MARTINEZ,TANIA	520 NE 40 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(A)(1) (a-i) - Landscape Requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-7-2022 FOR \$135 PER DAY PER VIOLATION
160	21120018	RIVERA,ROSA M	321 W SAMPLE RD, DEERFIELD BEACH, FL 33064	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENTS WERE PRESENT- SAIRA RIVERA ROSA RIVERA FINDING OF FACT ORDER ISSUED. COST WAIVED
161	21120019	RACANIELLO,ROBERTA	311 W SAMPLE RD, DEERFIELD BEACH, FL 33064	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED.

				Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	COST WAIVED
163	21120109	KHAN, DAYWATTIE H/E KHAN, MOONEE	408 SE 7 AVE, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-2. (c) - Storage and accumulation of refuse and solid wastes. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED. COST WAIVED
177	21070288	VICCHIARELLI,KAREN A LE IANIRO,TRACI ETAL	4550 NW 18 AVE, DEERFIELD BEACH, FL 33064 510	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 3-8-2022
179	21070295	PROPHETE,CARLINE	380 NW 39 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 2-8-2022
180	21070312	MOREIRA,WALKER B	4740 NW 18 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 2-8-2022
183	21070349	CASTRO,NEDIA A	351 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	FINAL ORDER ISSUED COMPLY BY 2-4-2022 \$100 PER DAY \$80 PROSECUTION COST
184	21070350	MEDRANO,AUGUSTO H/E MEDRANO,ANA ETAL	4414 NW AVE	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – AUGUSTO MEDRANO CASE WAS DISMISSED
185	21070345	VEROLA,MARCUS	4340 NW 4 AVE	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 2-8-2022
186	21070247	MACK,WILLIE EUGENE	5350 NE 9 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	RESPONDENT NOT PRESENT CASE DISMISSED

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
188	21070315	ETZLER, MATHEUS NATIVIDADE	3851 NE 4 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 2-8-2022
189	21070316	JEAN,GERTHRUDE & SINEUS	450 NW 39 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 3-8-2022
190	21070317	TAH 2017-2 BORROWER LLC %TRICON AMERICAN HOMES LLC	351 NW 39 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 2-8-2022
191	21070340	RENDA J THOMAS LIV TR	556 SW 2 AVE, DEERFIELD BEACH, FL 33441 A	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 2-8-2022
192	21070341	SK VENTURE HOLDINGS LLC	927 SIESTA KEY BLVD, DEERFIELD BEACH, FL 33441 #525	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENTS WERE PRESENT- DAWN CAMPBELL DONALD ANDERSON

				ENFORCEMENT Section 98-113(a) Building permits	FINAL ORDER ISSUED COMPLY BY 3-4-2022 \$100 PER DAY \$80 PROSECUTION COST
193	21090315	LESKOVAR,HILDA PATRICIA	215 FARNHAM I, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 2-8-2022
194	21090317	KAKONE, ANNIE	7 FARNHAM A, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- ANNIE KAKONE ABRAHAM MALKA FINAL ORDER ISSUED COMPLY BY 2-4-2022 \$100 PER DAY \$80 PROSECUTION COST
195	21090320	DELLISANTI,ISABELLA	224 FARNHAM J, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- ISABELLA DELLISANTI FINAL ORDER ISSUED COMPLY BY 2-4-2022 \$100 PER DAY \$80 PROSECUTION COST

197	21100168	WEBB,DAVID EST	255 DURHAM G, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 2-8-2022
198	21100183	RENA,PEDRO R	312 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2-4-2022 \$100 PER DAY \$80 PROSECUTION COST
199	21100255	GARIBALDI, VANESSA J SOLORZANO MORAN, EDITH A	10 GRANTHAM D, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2-4-2022 \$100 PER DAY \$80 PROSECUTION COST
202	21090040	BAZILE,JEAN E	4000 NW 3 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 2-8-2022
203	21090041	DROBOT, YURII	2689 SW 14 CT, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- YURII DROBOT JOSE BLANCO

					FINAL ORDER ISSUED COMPLY BY 3-4-2022 \$100 PER DAY \$80 PROSECUTION COST
204	21090044	PEREZ,PEDRO C MENESES,BIANCA PAVIA	434 NW 47 AVE, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2-4-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
205	21090047	MATHON,LYNN ROWE,FRASER	1143 SE 2 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 2-8-2022
206	21090048	CRENNEL,CARL LEE	1046 RIO CT, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- ATTORNEY BARRY MITTLEBERG FINAL ORDER ISSUED COMPLY BY 2-4-2022 \$100 PER DAY \$80 PROSECUTION COST
207	21090049	ALEJANDRO,HIRAM VAZQUEZ CRUZ,JULISSA	4333 LAGO DR, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	FINAL ORDER ISSUED COMPLY BY 2-4-2022 \$100 PER DAY \$80 PROSECUTION COST
208	21090051	GUIDE,DYVONNE	147 NE 7 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 2-8-2022
210	21120075	CJDJ RENTALS LLC	1402 SW 1 WAY, UNIT 1-4, DEERFIELD BEACH, FL 33441 1-4	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 94 MIN HOUSE Chapter 94 - HOUSING; Sec. 94-5. - Responsibility of owners. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (b) (4) - Minimum standards for exterior of structures. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT NOT PRESENT CONTINUED TO 3-8-2022

				SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. FIRE PREVENTION CODE 16.4.3 Fire Protection During Construction; 16.4.3.1 Water Supply	
211	21120076	CJDJ RENTALS LLC	1410 SW 1 WAY, UNIT 1-4, DEERFIELD BEACH, FL 33441 1-4	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 94 MIN HOUSE Chapter 94 - HOUSING; Sec. 94-5. - Responsibility of owners. Chapter 94 MIN HOUSECHAPTER 94 HOUSING; Sec. 94-9 (b) (4) - Minimum standards for exterior of structures.	RESPONDENT NOT PRESENT CONTINUED TO 3-8-2022

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. FIRE PREVENTION CODE 16.4.3 Fire Protection During Construction; 16.4.3.1 Water Supply	
212	21110142	SINISTERRA CARDONA,EDIER ANDRES LOZANO,SANDRA MARITZA	255 NW 41 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 2-8-2022
213	21110096	JEAN BAPTISTE,LINDA	4260 NW 1 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- LINDA JEAN-BAPTISTE FINAL ORDER ISSUED COMPLY BY 2-4-2022 \$100 PER DAY \$80 PROSECUTION COST
214	21110007	FERREIRA,LEANDRO DE JESUS	4361 MARINA WAY, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	CONTINUED TO 2-8-2022
215	21110147	SUNNY SIDE IN FLORIDA VIII LLC	1102 SE 3 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69. (g) - Preparation and storage of residential refuse Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (3) (b) - General interior maintenance requirements. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (a) (1) - Minimum standards for exterior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (b) (4) - Minimum standards for exterior of structures.	RESPONDENT NOT PRESENT EXTENDEND TO 3-4-2022

				Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-11 (a) - Exterior doors. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-12 (a) - Porches, balconies, decks, exterior stairs, walkways and appurtenances. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88. (b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits FIRE PREVENTION CODE 10.10.6 Cooking Equipment: Balcony Storage Prohibited Multi Family above 2 Family Dwellings	
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216	21070545	YAMIN, MICHAEL and YAMIN, MICHELLE	2440 DEER CREEK COUNTRY CLUB BLVD, DEERFIELD BEACH, FL 33442 409-C	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-7-2022 FOR \$100 PER DAY
217	21080035	ETIENNE,JOEL H/E ETIENNE,KETLIE MARIE	721 SW 14 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CASE WAS DISMISSED
218	21080061	MACHADO,LEYDIS SANTANA,CARMEN J	294 NE 46 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- DANIEL TURNER ISSUED VACATE ORDER
219	21080108/cm/ cost	MCCALL,LYNETTE	367 S FEDERAL HWY, UNIT C419, DEERFIELD BEACH, FL 33441 C419	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
220	21090039	PARRIS,ASHTON NOVA LEACOCK EST	661 SW 14 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
221	21070479	PAGLIARO,NICOLA	9 KESWICK A, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- NICOLA PAGLIARO EXTENDED TO 3-4-2022

222	21070482	FREUD,FLORENCE M	36 UPMINSTER B, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CASE DISMISSED
223	21070487	STEINBERG, ESTHER LE	3035 LYNDHURST J, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
224	21070497	SUTHERLAND, DELROY A COBHAM WATSON, CARMEN	4130 NE 2 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- ANDRELL GIBBONS EXTENDED TO 3-4-2022
225	21070047	COMITO,RENEE H/E COMITO,ROBERT	1412 SW 28 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
226	21040094	TIDEWATER ESTATES CO-OP INC	1802 FLAMINGO PL, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT EXTENDED TO 1-31-2022
227	21080016	ROBERTSON, BARBARA J & THOMAS M	229 TILFORD K, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

228	21080045/cm/ cost	CASSIANO,ABIMAIL L & HELENITA F	4001 NW 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
229	21080051	NOVIK,VLADIMIR TSIGEL,KATHERINE	2003 FARNHAM N, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-7-2022 FOR \$100 PER DAY
230	21080127	PEREZ,MARIA F	531 NE 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- ABYU PEREZ EXTENDED TO 3-4-2022
231	21060063	TOLEDO,RIOTCA	41 CAPITOL CT, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-7-2022 FOR \$100 PER DAY
232	21070543	CARGAIN,GEORGE E	1950 NE 3 ST, DEERFIELD BEACH, FL 33441 8	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT EXTENDED TO 3-4-2022

234	21100110	BERMUDEZ, DANIEL COLON TORRES, JENYRIS SANTIAGO	200 NW 43 CT, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- DANIEL BERMUDEZ FINAL ORDER ISSUED COMPLY BY 3-4-2022 \$100 PER DAY \$80 PROSECUTION COST
235	21080033	FRIEDMAN, TONI B & ERIC	106 LINCOLN CT, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- TONI AND ERIC FRIEDMAN FINAL ORDER ISSUED COMPLY BY 3-4-2022 \$100 PER DAY \$80 PROSECUTION COST
A	21010047	BLOCH INVESTMENTS LLC	546 NW 2 WAY, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69. (g) - Preparation and storage of residential refuse Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT ISSUED VACATE ORDER
B	21070026	WORRELL, DENNICIA PEARL	2713 SW 12 CT , DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT NOT PRESENT ISSUED VACATE ORDER

				ENFORCEMENT Section 98-113(a) Building permits	
C	21080049	RJCJ ACQUISITIONS LLC	4347 NW 3 TER, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT ISSUED VACATE ORDER
D	19100095	KARL H RUSSELL ESTATE/PENNY R.MCCLINTIC/Attorney Patricia Rathburn	470 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- ATTORNEY PATRICIA RATHBURN

					FINES MITIGATED FOR BOTH CASES \$4,160 TO BE PAID IN FULL BY 2-8-2022
E	11-4767	KARL H RUSSELL ESTATE/PENNY R.MCCLINTIC/Attorney Patricia Rathburn	470 NW 43 ST, DEERFIELD BEACH, FL 33064		RESPONDENT WAS PRESENT- ATTORNEY PATRICIA RATHBURN FINES MITIGATED FOR BOTH CASES \$4,160 TO BE PAID IN FULL BY 2-8-2022
F	21090081	A & L HOMES GROUP LLC/ Attorney	1370 SW 6 AVE, DEERFIELD BEACH,FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(a) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117. (a) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	RESPONDENT NOT PRESENT ISSUED VACATE ORDER
G	20020085	LCR 2009 NE 2ND LLC/ Attorney Jake Herrel	2009 NE 2 STREET, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section	RESPONDENT WAS PRESENT- ATTORNEY JAKE HARREL FINES MITIGATED FOR THE CASES \$13,667 TO BE PAID IN FULL TO 3-8-2022

				14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 46 – OFFENSES Section 46-13 - Trees, bushes and shrubs— Encroaching on public right-of-way. Chapter 46 – OFFENSES Section 46-9(g) - Defacing or damaging property of another Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	
H	20010238	LCR 2009 NE 2ND LLC/ Attorney Jake Herrel	2009 NE 2 STREET, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements	RESPONDENT WAS PRESENT- ATTORNEY JAKE HARREL FINES MITIGATED FOR THE CASES \$13,667 TO BE PAID IN FULL TO 3-8-2022
I	20030104	LCR 2009 NE 2ND LLC/ Attorney Jake Herrel	2009 NE 2 STREET, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT WAS PRESENT- ATTORNEY JAKE HARREL FINES MITIGATED FOR THE CASES \$13,667 TO BE PAID IN FULL TO 3-8-2022

J	21090323	LCR 2009 NE 2ND LLC/ Attorney Jake Herrel	2009 NE 2 STREET, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE; DIVISION 1. – GENERALLY Sec. 34-124. - Public nuisance abatement program established. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT WAS PRESENT- ATTORNEY JAKE HARREL FINES MITIGATED FOR THE CASES \$13,667 TO BE PAID IN FULL TO 3-8-2022
K	17060031	GATTI, SUZANNE	700 NW 2 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69. (g) - Preparation and storage of residential refuse Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88. (b) - Off-street parking and loading.	RESPONDENTS WERE PRESENT- SUSANNE AND PAUL REID FINES MITIGATED FOR THE CASES \$4,560 TO BE PAID IN FULL BY 3-8-2022
L	18050126	GATTI, SUZANNE	700 NW 2 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards.	RESPONDENTS WERE PRESENTSUSANNE PAUL REID

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(v) - Landscape requirements.	FINES MITIGATED FOR THE CASES \$4,560 TO BE PAID IN FULL BY 3-8-2022
M	21010052	GATTI, SUZANNE	700 NW 2 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENTS WERE PRESENTSUSANNE PAUL REID FINES MITIGATED FOR THE CASES \$4,560 TO BE PAID IN FULL BY 3-8-2022
N	16060211	GATTI, SUZANNE	700 NW 2 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8). - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b). - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off-street parking and loading.	RESPONDENTS WERE PRESENTSUSANNE PAUL REID FINES MITIGATED FOR THE CASES \$4,560 TO BE PAID IN FULL BY 3-8-2022
O	18050103	LEWIS,NIKITRESS & LEWIS,WILLIAM	424 NW 2 TER, DEERFIELD BEACH, FL	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards.	RESPONDENTS WERE PRESENT- WILLIAM LEWIS NIKITRESS LEWIS

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69. (g) - Preparation and storage of residential refuse Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	FINES MITIGATED FOR BOTH CASES \$5,160 TO BE PAID IN FULL BY 7-12-2022
P	16120064	LEWIS,NIKITRESS & LEWIS,WILLIAM	424 NW 2 TER, DEERFIELD BEACH, FL	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4). - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7). - Exterior building and structure standards. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69. (g) -	RESPONDENTS WERE PRESENT- WILLIAM LEWIS NIKITRESS LEWIS FINES MITIGATED FOR BOTH CASES \$5,160 TO BE PAID IN FULL BY 7-12-2022

				Preparation and storage of residential refuse Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	
Q	20030026	INTERNATIONAL COMMUNITY FRUIT OF THE VINE INC/Attorney Robert E. Bouwell, Esq.	210 SW 1 CT, DEERFIELD BEACH, FL 33441 A-C	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	RESPONDENTS WERE PRESENT- ATTORNEY ROBERT BOUTWELL FERNANDO GOMEZ FINES MITIGATED FOR \$2,560 TO BE PAID IN FULL BY 2-8-2022
R	18050012	INTERNATIONAL COMMUNITY FRUIT OF THE VINE INC//Attorney Robert E. Bouwell, Esq.	210 SW 1 CT, DEERFIELD BEACH, FL 33441 A-C	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- ATTORNEY ROBERT BOUTWELL FERNANDO GOMEZ FINES MITIGATED FOR \$2,560 TO BE PAID IN FULL BY 2-8-2022
S	21080098	PICTURE TWO LLC	3200 W HILLSBORO BLVD, DEERFIELD BEACH, FL	Chapter 102 - SIGNS Section 102-7. (3)- Certain sign or sign structures prohibited. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-53(a) ARTICLE III. - ZONING	RESPONDENT NOT PRESENT SETTLEMENT IN THE AMOUNT OF \$2, 500 TO BE PAID IN FULL BY 2-8-2022

				DISTRICT REGULATIONS B-1 business, community	
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SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Eugene Steinfeld, Special Magistrate

Date

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

January 26, 2022

Douglas Gonzales

Presiding

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

PRESENT: Lenore Graber, Code Compliance Manager
Jean Placide, Code Compliance Inspector
Angelica Morales, Code Compliance Inspector
Jade Robinson, Code Compliance Inspector
Marcio Chavez, Code Compliance Inspector
Winlett Jordan-Banton, Special Magistrate Clerk

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

<u>Tab#</u>	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
1	21120015	ANDRES,FLABIO ASCENCIO VERGARA,MARIA ISABEL	201 NW 39 CT, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	RESPONDENT NOT PRESENT CONTINUED TO 4-27-2022
2	21110188/post	FIDELE,GERARD	3911 NW 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1) (a-g) - Tree preservation. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2-18-2022 \$125 PER DAY PER VIOLATION \$80 PROSECUTION COST
5	21110168/post	TERESI,JOANN P	1430 SW 25 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT WAS PRESENT BUT LEFT CONTINUED TO 3-23-22

7	21110176/post	GOVAL INVESTMENTS LLC	708 NW 1 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off- street parking and loading.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2-18-2022 \$195 PER DAY PER VIOLATION \$80 PROSECUTION COST
8	22010006/post	JEFFERS, RUTH B	1024 SE 13 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117. (a) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	RESPONDENT NOT PRESENT CONTINUED TO 2-23-2022
10	21110177/post	JOSEPH,JAMES /LANDSCAPE	220 NW 40 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	RESPONDENT WAS PRESENT – JAMES JOSEPH CONTINUED TO 2-23-2022

11	21060042	BAHLOVA, NINA	1548 SE 11 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards.	RESPONDENT WAS PRESENT- ATTORNEY STEVEN GINNS CONTINUED TO 2-23-2022
12	19110011	ASSOCIATION OF MEADOWS CRYSTAL	2300 SW 17 CIR, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT CONTINUED TO 2-23-2022
13	21090034	JACKSON,ALBERT JACKSON,ALFREDIA EST	49 NE 6 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	RESPONDENT NOT PRESENT CONTINUED TO 2-23-2022
14	21110180/post	FAIRWAY EXECUTIVE % SAMCO PROPERTIES INC	455 FAIRWAY DR, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 2-23-2022
15	21090027	FMR FLORIDA LLC	101 SE 10 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT – FLAVIOUR RABY EXTENDED TO 2-18-2022

16	21090029	T & N PROPERTIES INC	71 SE 10 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT – DIANA BULLIS EXTENDED TO 2-18-2022
17	21090032	CHRISTIAN LOVE FELLOWSHIP OF DEERFIELD BEACH INC	297 SW 10 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a- g) - Tree preservation	RESPONDENT NOT PRESENT EXTENDED TO 2-18-2022
18	21050106	PRECISION INVESTMENTS LLC	1208 W NEWPORT CENTER DR, DEERFIELD BEACH, FL 33442	Chapter 102 - SIGNS Section 102- 14. (a) - Maintenance, violations, enforcement and remedies Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-21-2022 FOR \$100 PER DAY PER VIOLATION
19	21060076	ELZ REALTY LLC	1061 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	RESPONDENT WAS PRESENT- JAMES O'BRIEN EXTENDED TO 2-18-2022

20	21050126	GHANEN,MICHAEL	70 SW 10 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards.	RESPONDENT WAS PRESENT – MICHAEL GHANEN EXTENDED TO 3-18-2022
21	21070398	BPREP DEERFIELD PARK LLC %BROOKFIELD PROPERTY GROUP/BUILDING PERMITS	674 S MILITARY TRL, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – VINCE LOMBARDO EXTENDED TO 2-18-2022
23	21090337	NUZZO & ASSOCIATES LTD / BTR & TRAFFIC VEHICLES	5101 N DIXIE HWY, DEERFIELD BEACH, FL 33064	Chapter 66 - TRAFFIC AND VEHICLES BSO ENFORCED - REGULATION Section 66-61(b). - Parking of commercial vehicles on public streets and commercially zoned property.	RESPONDENTS WERE PRESENT- MARK NUZZO MUSTAFA GOWAD FINAL ORDER ISSUED COMPLY 2-18-2022 \$85 PER DAY \$80 PROSECUTION COST
24	21090128	MURRAY,PATRICK S /SIGNS	1227 SE 9 TER, DEERFIELD BEACH, FL 33441	Chapter 102 - SIGNS Sec. 102- 10(b)(1-3) - Temporary signs.	RESPONDENT WAS PRESENT – PATRICK MURRAY FINAL ORDER ISSUED COMPLY BY 2-5-2022 \$200 PER DAY \$80 PROSECUTION COST

64	21110027/post	JOSEPH,WILNOLD & SAINTILEN,VIOLEINE	540 NE 45 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69. (g) - Preparation and storage of residential refuse	RESPONDENT NOT PRESENT CONTINUED TO 2-23-2022
65	21100479	LEWIS,REGINA	1261 SW 10 TER, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-21-2022 \$100 PER DAY
66	21090325	BIGGIE,JOHN J JR & BIGGIE,MARIA	1572 SE 9 ST, DEERFIELD BEACH, FL 33441	Chapter 46 – OFFENSES Section 46- 14. - Same—Encroaching on property of others.	RESPONDENT NOT PRESENT CONTINUED TO 2-8-2022
67	22010003	PRAXIS VENTURE LP%MRK PARTNERS INC	1450 SW 11 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED

				Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (d)- Minimum standards for maintenance of premises Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (d) (2) - Minimum standards for interior of structures. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(J)(1) - Landscape Requirements.	
68	22010007/post	ALFRED, SYLVENS CRICE, ROSE C	2832 SW 12 ST, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT WAS PRESENT- SYLVENS ALFRED FINDING OF FACT ORDER ISSUED COST WAIVED
71	21090023	ALLAIRE,DANIEL	328 SE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-21-2022 \$100 PER DAY

72	21070147	D'ALESSANDRO,GUISEPPE	303 DEER CREEK RUN, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2-18-2022 \$175 PER DAY \$80 PROSECUTION COST
73	21080103	POSEY, ELIZABETH	401 SE 4 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-21-2022 \$175 PER DAY
79	21080184	HANSLIP,RYAN SCOTT	1118 SE 5 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED 2-8-2022
80	21080193	DE LIMA,RONALDO LUIS	340 NW 46 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2-18-2022 \$200 PER DAY \$80 PROSECUTION COST
81	21040130	MENDONCA,MARIA NAZARE	4410 NW 6 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2-18-2022 \$200 PER DAY \$80 PROSECUTION COST

82	21050015	DORSIN,ANTONIER	911 NE 50 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2-18-2022 \$150 PER DAY \$80 PROSECUTION COST
83	21110112	OFFERLANE HOLDINGS LLC/BUILDING PERMITS	146 UPMINSTER G, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 2-23-2022
86	21110167	KERTZMAN,KAREN ELLEN KAREN ELLEN KERTZMAN REV TR	558 NW 39 AVE, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2-18-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
87	21090059	SIEGLER,IRA A SIEGLER,SUSAN C	721 SE 1 WAY, UNIT 16B, DEERFIELD BEACH, FL 33441 16B	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT NOT PRESENT FINAL ORDER ISSUED

				ENFORCEMENT Section 98-113(a) Building permits	COMPLY BY 2-18-2022 \$200 PER DAY \$80 PROSECUTION COST
90	21080219/post	MARTINELLO, REGINALDO T & RIZZON, ALESSANDRA CAMATA	271 SE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2-18-2022 \$225 PER DAY \$80 PROSECUTION COST
92	21080201	CUNHA,RODRIGO ALMEIDA	301 NW 37 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-21-2022 FOR \$100 PER DAY
93	21080204	PULEO,JOSEPH A PULEO,RITA S	800 SE 20 AVE, DEERFIELD BEACH, FL 33441 202	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
94	21080206	MCDOWELL,ROSA LEE	1470 SW 9 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-21-2022 \$100 PER DAY
95	21080207	SANCHEZ,JOSE QUIALA,ISABEL	4011 NE 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – JOSE SANCHEZ EXTENSION DENIED FINES IMPOSED AS OF 1-21-2022 \$100 PER DAY

96	21080208	CAMPBELL,JONATHAN & GINA	229 SE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – GINA CAMPBELL EXTENDED TO 2-18-2022
97	21080225	2018-4 IH BORROWER LP	3315 SW 2 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
98	21080227	NGUYEN, THANH THI TIEN, TRINH, MANH VAN	385 SW 32 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
99	21080228	MILLER,ROBERT	4024 CAMBRIDGE B, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-21-2022 FOR \$100 PER DAY
100	21090018	DAVIDOVICS,MIRIAM	105 RICHMOND A, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
101	21090020	PITA,ANTONIO RODRIGUES JR	401 SW 13 PL, DEERFIELD BEACH, FL 33441 712	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	VACATE ORDER ISSUED
102	21090031	BURAGINA,LISA	147 PRESCOTT H, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
103	21080220	JEAN,ANTOINE ETIENNE,VLADIMIR JEAN	1450 SW 9 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – VLADIMIR JEAN EXTENSION DENIED FINES CERTIFIED AS OF 1-21-2022 FOR \$100 PER DAY
104	21080110	HILLSBORO GARDEN INVESTMENTS LLC	400 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES CERTIFIED AS OF 1-21-2022 FOR \$100 PER DAY
105	21090042	PANCHENKO,ANNA & VLADIMIR	351 KESWICK C, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES CERTIFIED AS OF 1-21-2022 FOR \$100 PER DAY
106	21090008	GRABOWSKI-PIETRAK, HALINA PIETRAKA, VICTORIA	700 SE 6 AVE, DEERFIELD BEACH, FL 33441 210	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT VACATE ORDER ISSUED

107	21090009	HADDIX,MARIA	1110 SE 1 WAY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
108	21090010	POSSAMAI,DALMO RODRIGO	345 SW 33 TER, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONSARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
109	21090013	RUSSELL,ANDREW J	211 SE 14 PL, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-21-2022 FOR \$100 PER DAY
110	21110073	AGM REAL ESTATE GROUP LLC	3487 DEER CREEK PALLADIAN CIR, DEERFIELD BEACH, FL 33442	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (i) (1) - Minimum standards for interior of structures.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
111	21050009	KARKER,HAROLD	941 CRYSTAL LAKE DR, DEERFIELD BEACH, FL 33064 107	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-21-2022 FOR \$100 PER DAY
112	21080196	REZENDE,GIRLENE S & GLEISSON A	500 NW 46 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-21-2022 FOR \$100 PER DAY

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
113	21080197	TIGERTAIL, TYLOR DUANE	2692 SW 12 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-21-2022 FOR \$100 PER DAY
114	21080199	DERILUS, SAINT PIERRE D	371 NW 37 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-21-2022 FOR \$100 PER DAY
115	21080185	NIEVES, ESMERALDA & HERNANDEZ, SANTIAGO	3450 SW 2 CT, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- ESMERALDA NIEVES LISSETTE HERNANDEZ EXTENDED TO 3-18-2022
116	21080187	FONTIL, ROUBENTS	1230 SW 6 WAY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
117	21080190	BROWN, EDDIE C JR JONES, ESSIE M	4020 NE 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT NOT PRESENT

				ENFORCEMENT Section 98-113(a) Building permits	FINES IMPOSED AS OF 1-21-2022 FOR \$100 PER DAY
118	21080183	ROBBINS,MATT	2420 DEER CREEK COUNTRY CLUB BLVD, DEERFIELD BEACH, FL 33442 206-D	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-21-2022 FOR \$100 PER DAY
120	21080118	COHEN,GERALD H/E MERMELSTEIN,DEENA & COHEN,ZEV	3016 SWANSEA A, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-21-2022 FOR \$100 PER DAY
121	20010135	NARDY,IGOR FAM	1421 SW 4 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – IGOR NARDY EXTENSION DENIED FINES CERTIFIED AS OF 1-21- 2022 FOR \$250 PER DAY
122	21060041	STONE,WILLIAM M	439 NE 1 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – WILLIAM STONE EXTENDED TO 3-18-2022
123	21070364	SMITH,THOMAS T JR	4324 NW 3 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT VACATE ORDER ISSUED

125	21070400	DUSTY DOLPHIN LLC	541 SE 18 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
127	19080263	OSSLUND,ERNEST N	371 NW 46 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT EXTENDED TO 4-22-2022
128	21060068	GUSMAO,EDRIANE DIAS DE OLIVEIRA,ROBERTO A	705 SE 5 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-21-2022 FOR \$100 PER DAY
129	21100424	FERNANDES,ELIAS F FERNANDES,TANIA M	410 NW 42 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

				SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
133	21080229	TRAN,NIEN THI H/E HARSH,BACHTUYET	3245 SW 2 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2-18-2022 \$150 PER DAY \$80 PROSECUTION COST
134	21070353	LAWTON,MICHELLE SIMPKINS,RUSSELL	4345 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT EXTENDED TO 2-18-2022
A	21080096	LEWIS, JOHNNY JR.	25 NW 1 STREET, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT – JOHNNY LEWIS FINES MITIGATED FOR \$1,280 TO BE PAID BY MAY 25, 2022
B	20090051	NELSON, DAVID WAYNE/Courtney White	1010 SE 6 STREET, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY	RESPONDENT WAS PRESENT – DAVID NELSON FINES MITIGATED FOR 5,540 TO BE PAID BY FEBRUARY 23, 2022

				REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	
C	20010144	NELSON, DAVID WAYNE/Courtney White	1010 SE 6 STREET, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – DAVID NELSON FINES MITIGATED FOR \$9,140 TO BE PAID BY FEBRUARY 23, 2022
D	17010098	1951 HILLSBORO LLC/Alejandro Araujo	1951 E HILLSBORO, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENTS WERE PRESENT- ALEJANDRO ARAUJO SANTIAGO ARAUJO MITIGATION DENIED FIINES CERTIFIED FOR A TOTAL OF \$35,140 TO BE PAID IN FULL BY 2-23-2022
E	17100026	1951 HILLSBORO LLC/Alejandro Araujo	1951 E HILLSBORO, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENTS WERE PRESENT- ALEJANDRO ARAUJO SANTIAGO ARAUJO M ITGATION DENIED FIINES CERTIFIED FOR A TOTAL OF \$35,140 TO BE PAID IN FULL BY 2-23-2022
F	18050043	1951 HILLSBORO LLC/Alejandro Araujo	1951 E HILLSBORO, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENTS WERE PRESENT- ALEJANDRO ARAUJO SANTIAGO ARAUJO M ITGATION DENIED

					FIINES CERTIFIED FOR TOTAL OF \$35,140 TO BE PAID IN FULL BY 2-23-2022
G	20060001	1951 HILLSBORO LLC/Alejandro Araujo	1951 E HILLSBORO, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRON ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENTS WERE PRESENT- ALEJANDRO ARAUJO SANTIAGO ARAUJO M ITGATION DENIED FIINES CERTIFIED FOR A TOTAL OF \$35,140 TO BE PAID IN FULL BY 2-23-2022
H	21080131	1951 HILLSBORO LLC/Alejandro Araujo	1951 E HILLSBORO, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENTS WERE PRESENT- ALEJANDRO ARAUJO SANTIAGO ARAUJO M ITGATION DENIED FIINES CERTIFIED FOR A TOTAL OF \$35,140 TO BE PAID IN FULL BY 2-23-2022
I	11-3618	1951 HILLSBORO LLC/Alejandro Araujo	1951 E HILLSBORO, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENTS WERE PRESENT- ALEJANDRO ARAUJO SANTIAGO ARAUJO M ITGATION DENIED FIINES CERTIFIED FOR A TOTAL OF \$35,140 TO BE PAID IN FULL BY 2-23-2022
J	11-1606	1951 HILLSBORO LLC/Alejandro Araujo	1951 E HILLSBORO, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL	RESPONDENTS WERE PRESENT- ALEJANDRO ARAUJO SANTIAGO ARAUJO

				PROPERTY Section 34-144 - Maintenance requirements.	M ITGATION DENIED FIINES CERTIFIED FOR A TOTAL OF \$35,140 TO BE PAID IN FULL BY 2-23-2022
K	12-1419	1951 HILLSBORO LLC/Alejandro Araujo	1951 E HILLSBORO, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENTS WERE PRESENT- ALEJANDRO ARAUJO SANTIAGO ARAUJO M ITGATION DENIED FIINES CERTIFIED FOR A TOTAL OF \$35,140 TO BE PAID IN FULL BY 2-23-2022
L	21080035	ETIENNE, JOEL H/E ETIENNE, KETLE MARIE	721 SW 14 CT, DEERFIELD BEACH, FL	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
M	21070482	FREUD, FLORENCE M	36 UPMINISTER B, DEERFIELD BEACH, FL	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT VACATE ORDER ISSUED

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Douglas Gonzales, Special Magistrate

Date

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

February 8, 2022

Eugene Seinfeld

Presiding

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

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

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

Items	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	Violation	<u>Disposition</u>
4	21110255/ landscape/ post	MABRA,FLORINE	410 NE 41 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-4-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	
5	21120013/ post	WEILER,LELAND H	303 SE 3 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-	RESPONDENT WAS PRESENT-LELAND WEILER CONTINUED TO 3-8-2022

				80(N)(1) - Landscape Requirements.	
7	21120122/ post	MUCCIACCIO,CINDY	749 NW 40 TER, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98- 80(N)(1) - Landscape Requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-4-2022 \$100 PER DAY \$80 PROSECUTION COST
9	21120032/ post	BASS,JAMES A	515 NE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation.	RESPONDENT WAS PRESENT- JAMES BASS FINAL ORDER ISSUED COMPLY BY 3-4-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

11	21120035/ post	4 AMIGOS REAL ESTATE LLC	364 NW 4 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-4-2022 \$100 PER DAY \$80 PROSECUTION COST
14	21120105/ landscape/ post	DA SILVA, FABIO R DA SILVA, THAISA	222 NW 41 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(1) - Landscape Requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-4-2022 \$100 PER DAY \$80 PROSECUTION COST
16	21070616/ bldg	BARRY,VICTORIA M	227 NE 8 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2-4-2022

				AND ENFORCEMENT Section 98-113(a) Building permits	FOR \$100 PER DAY
17	21040032	ALTOMARE,FRANCIS C IV H/E ALTOMARE,FRANCIS J III H/E ETAL	241 SE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58- 69.(g) - Preparation and storage of residential refuse	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2-4-2022 FOR \$100 PER DAY PER VIOLATON
18	21030126	LOMBARDI,RYAN M H/E LOMBARDI,CHRISTINA	1452 SE 5 PL, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards.	RESPONDENT NOT PRESENT EXTENDED TO 3-4-2022
19	20120006	ARGYROPOULOS,DORA	865 SE 21 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior	RESPONDENT WAS PRESENT – DORA ARGYROPOULOS

				building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards.	EXTENDED TO 4-8-2022
22	21100682/ post	JPMORGAN CHASE BANK % INDUSTRY CONSULTING GROUP INC	1031 S MILITARY TRL, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-4-2022 \$100 PER DAY \$80 PROSECUTION COST
23	21110253/ post	PRECISION INVESTMENTS LLC	1208 W NEWPORT CENTER DR, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT NOT PRESENT

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	FINAL ORDER ISSUED COMPLY BY 3-4-2022 \$100 PER DAY \$80 PROSECUTION COST
24	21110254/ post/ bldg	WEINGARTEN REALTY INVESTORS %PAUL WILKE	3700 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – CATALINA MEDINA CONTINUED TO 3-8-2022
25	21120121/ post	DOMINIC J IANDIMARION REV TR IANDIMARINO,DOMONIC J TRSTEE	10 NE 20 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT CONTINUED TO 3-8-2022

26	21120119/ business tax/ post	1432 E NEWPORT CENTER LLC	1432 E NEWPORT CENTER DR, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- LIZ KING CONTINUED TO 4-12-2022
27	21120115/ sign violation/ post	RAMCO-GERSHENSON PROPERTIES LP	1019 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards.	RESPONDENT WAS PRESENT - ERICA FERRERI FINAL ORDER ISSUED FOR

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88(j)(1) Off-street parking and loading.	3-4-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
29	21110026/ veh	RT22 CREATIONS INC	111 SE 9 ST, DEERFIELD BEACH, FL 33441	Chapter 102 - SIGNS Section 102-7. (3)- Certain sign or sign structures prohibited.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2-4-2022

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(a) - Parking prohibitions; enforcement.	FOR \$100 PER DAY PER VIOLATON
30	21070541/ bldg	HIGHLANDS PLAZA INC & TMT PROPERTIES INC % PAUL BURREL	4801 N DIXIE HWY, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT EXENDED TO 3-4-2022
31	21100591/ property maint	2201 REALTY LLC	2215 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(2) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING	RESPONDENT NOT PRESENT COST DUE

				REGULATIONS Section 14-105(6) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	
37	21110166	POLANCO,MARIA GABRIELA BRETT	809 NE 4 ST, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	RESPONDENT NOT PRESENT CONTINUED TO 3-8-2022
38	21090107/ bldg/ 40 year	ZION EVANGELICAL LUTHERAN CH OF	959 SE 6 AVE, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec	RESPONDENT NOT PRESENT

		POMPANO BEACH DEERFIELD BEACH		110.15 (B)(1) Building Safety Inspection 40 Year	CERTIFIED WITH \$80 PROSECUTION COST
40	20110043/ roof	PETRIE,MARY PATRICIA	360 NW 38 WAY, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards	RESPONDENT WAS PRESENT – MARY PETRIE EXTENDED TO 4-8-2022
45	21080192/ bldg/ post	LOVELACE,GERALDINE F	347 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT BUT LEFT – GERALDINE LOVELACE CONTINUED TO 3-8-2022
46	21080194/ bldg/ post	F&L ARMSTRONG INVESTMENTS LLC	336 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-4-2022 \$100 PER DAY

					\$80 PROSECUTION COST
64	21100535	PLOEN, ARLETTE PLOEN, MARISSA	1300 SE 12 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT EXTENDED TO 3-4-2022
66	21090320	DELLISANTI, ISABELLA	224 FARNHAM J, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- ISABELLA DELLISANTI CONTINUED TO 5-6-2022
67	21100183	RENA, PEDRO R	312 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

68	21100255	GARIBALDI, VANESSA J SOLORZANO MORAN, EDITH A	10 GRANTHAM D, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
69	21110096	JEAN BAPTISTE,LINDA	4260 NW 1 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2-4-2022 FOR \$100 PER DAY
70	21090044	PEREZ,PEDRO C MENESES,BIANCA PAVIA	434 NW 47 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT EXTENDED TO 3-4-2022
71	21090049	ALEJANDRO,HIRAM VAZQUEZ CRUZ,JULISSA	4333 LAGO DR, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS -	RESPONDENT NOT PRESENT

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	VACATED IMPOSITION OF FINE AND CLAIM OF LIEN
73	21070349	CASTRO,NEDIA A	351 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT VACATED IMPOSITION OF FINE AND CLAIM OF LIEN
74	21070474/ bldg	SUN HAVEN APARTMENTS LLC	236 SE 9 AVE, UNIT 1-4, DEERFIELD BEACH, FL 33441 1-4	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – ERIC HERMAN EXTENDED TO 3-4-2022
75	21070477	PINO,SALVATORE J	11 KESWICK A, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY	RESPONDENT NOT PRESENT

				REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	FINES IMPOSED AS OF 2-4-2022 FOR \$100 PER DAY
76	21090040	BAZILE,JEAN E	4000 NW 3 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-4-2022 FOR \$100 PER DAY
77	21070552	MILLER,JAMES V	4326 NW 3 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT EXTENDED TO 3-4-2022
79	21080039	MOMPLAISIR,JEAN JACQUES BRUN,SABINE	4408 NW 3 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2-4-2022 FOR \$100 PER DAY

				Section 98-113(a) Building permits	
81	21040094/ bldg	TIDEWATER ESTATES CO-OP INC / Atty Jon Hinden	1802 FLAMINGO PL, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2-4-2022 FOR \$100 PER DAY
82	21040124	CASSADY,ALAN M ALAN M CASSADY FAM TR	733 VILLA PORTOFINO CIR, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT EXTENDED TO 3-4-2022
83	21050142	EDWARDS,JAMES EQLE MORERA,DEBORAH D EST	4406 NW 6 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – JAMES EDWARDS EXTENDED TO 4-8-2022

91	21070340	RENDA J THOMAS LIV TR	556 SW 2 AVE, DEERFIELD BEACH, FL 33441 A	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-4-2022 \$100 PER DAY \$80 PROSECUTION COST
92	21070345	VEROLA,MARCUS	4340 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-4-2022 \$100 PER DAY \$80 PROSECUTION COST
93	21090047	MATHON,LYNN ROWE,FRASER	1143 SE 2 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-4-2022

				Section 98-113(a) Building permits	\$100 PER DAY \$80 PROSECUTION COST
95	21110007	FERREIRA,LEANDRO DE JESUS	4361 MARINA WAY, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-4-2022 \$100 PER DAY \$80 PROSECUTION COST
96	21090315	LESKOVAR,HILDA PATRICIA	215 FARNHAM I, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 3-8-2022
99	22010110/ NAB/post	HERNANDEZ,GILBERTO JR & DANIELA	554 N DEERFIELD AVE	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-2.(c) - Storage and accumulation of refuse and solid wastes.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED

				Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	
100	22010113/ post	JEAN PIERRE,MISCARY	461 NW 40 ST	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED
102	22010014/ repeat/ post	BISTON,YAACOV LIPSKAR,CHAIM Z	1247 SE 7 CT	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse	RESPONDENT WAS PRESENT- MOCHE ROUNANET REPEAT FINAL ORDER ISSUED FOR \$200 PER DAY FOR A TOTAL OF \$600 PLUS \$80 PROSECUTION COST

103	22010016/ repeat/ post	WILLIAMS,JOHN H & WILLIAMS,JACQUELINE	266 SW 3 ST	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58- 68.(a)(1-4) - Collection scheduling and placement. Modified	RESPONDENT WAS PRESENT - JACQUELINE WILLIAMS REPEAT FINAL ORDER ISSUED FOR \$200 PER DAY PLUS \$80 PROSECUTION COST
104	22010021/ repeat/ post	WILLIAMS,SHIRLEY JONES,DELOIS EST	714 NW 1 WAY	Chapter 58 - SOLID WASTE DIVISION 4. - COMMERCIAL REFUSE COLLECTION; Sec. 58-86 Responsibility of owners or agents for keeping areas free of garbage, recyclable materials, and trash, etc.	RESPONDENT NOT PRESENT CASE COMPLIED
105	22010025/ repeat/ post	RACANIELLO,ROBERTA	311 W SAMPLE RD	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58- 70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT NOT PRESENT REPEAT FINAL ORDER ISSUED FOR \$200 PER DAY FOR A TOTAL OF \$600 PLUS \$80 PROSECUTION COST

106	21090325/ landscape	BIGGIE,JOHN J JR & BIGGIE,MARIA	1572 SE 9 ST	Chapter 46 - OFFENSES Section 46-14. - Same— Encroaching on property of others.	RESPONDENTS WERE PRESENT – ATTORNEY CHRISTOPHER SADJERA PETER MELTER BIGGIE JOHN MICHAEL HUIGHE COURT REPORTER – SALLY STAR CONTINUED TO 3-8-2022
108	21090128/ temporary signs	MURRAY,PATRICK S	1227 SE 9 TER	Chapter 102 - SIGNS Sec. 102-10(b)(1-3) - Temporary signs.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
109	21090048	CRENNEL,CARL LEE	1046 RIO CT	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2-4-2022

				V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	FOR \$100 PER DAY
110	21070357/ bldg permits	REMMERS, EILEEN & GROSSO, MICHAEL	4016 BERKSHIRE A	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – BARUCH DAGAN EXTENDED TO 4-8-2022
A	21040101/ ph call	DAGENAIS, LOUISE LAURENDEAU, DANIEL	221 DURHAM E, DEERFIELD BEACH, FL	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – DANIEL LAURENDEAU FINES MITIGATED FOR \$1,280 TO BE PAID BY 4-12-2022
B	19080049/ resp picked up in ofc	ST PREUX, HUBERT	4140 NE 4 AVE, DEERFIELD BEACH FL	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING	RESPONDENT WAS PRESENT – HERBERT ST PREUX FINES MITIGATED FOR \$1,880 TO BE PAID BY 8-9-2022

				REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88(j)(1) Off-street parking and loading.	
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D	21080148	MCCS&S PROPERTIES LLC / Bruna De Assis	110 SE 10 ST UNIT 201	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT – BRUNA DE ASSIS JOHN CLARE FINES MITIGATED FOR \$500 TO BE PAID BY 4-12-2022
E	21080051	NOVIK,VLADIMIR TSIGEL,KATHERINE	2003 FARNHAM N	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – JUAN JOSE FERREIRA VACATED IMPOSITION OF FINE AND CLAIM OF LIEN
F	21090010	POSSAMAI,DALMO RODRIGO	345 SW 33 TER	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION	RESPONDENT NOT PRESENT VACATED IMPOSITION OF

				AND ENFORCEMENT Section 98-113(a) Building permits FIRE PREVENTION CODE F-103.2.9.5 Hurricane Protection Devices - Shutters Up After Storms	FINE AND CLAIM OF LIEN
G	19070125	JORDAN,ZELMA EQLE JORDAN,WHITEY JR EST	280 SW 8 ST	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings.	RESPONDENT WAS PRESENT – TRACY JORDAN FINES MITIGATED FOR \$7,500 TO BE PAID BY 3-8-2022
H	21050020/ ph call	KEY, SANDRA	418 DURHAM N	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS A NO SHOW

I	20050028	WILLIAMS,GAIL JULIET	811 SW 12 CT	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34- 144 - Maintenance requirements.	RESPONDENT NOT PRESENT LIEN CERTIFIED
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SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Eugene Seinfeld, Special Magistrate

Date

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

February 23, 2022

Douglas Gonzales

Presiding

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

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

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

Item #	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
3	21120036/ post	RAMROOCHSINGH,EDITH C	4130 NE 2 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CONTINUED TO 4-27-2022
4	21120130/ post	WAGENER,ANDRIA	500 SE 13 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-18-2022 \$135 PER DAY PER VIOLATION \$80 PROSECUTION COST
5	21120136/ post	ALLAIRE,ANNE EST ALLAIRE,GASTON EST	1243 SW 1 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards.	RESPONDENT WAS PRESENT – ROY HANDLE CONTINUED TO 4-27-2022

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement. FIRE PREVENTION CODE F-103.2.9.5 Hurricane Protection Devices - Shutters Up After Storms	
6	21120138/ post	ROCHA,ALEXANDRE	4346 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-18-2022 \$110 PER DAY \$80 PROSECUTION COST
7	21110188/ landscape	FIDELE,GERARD	3911 NW 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards Chapter 98 - LAND DEVELOPMENT REGULATIONS -	RESPONDENT WAS PRESENT - GERARD FIDELE NO ACTION TAKEN

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a-g) - Tree preservation. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	
8	21110176/ veh on grass	GOVAL INVESTMENTS LLC	708 NW 1 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2-18-2022 FOR \$195 PER DAY PER VIOLATION
9	21090034	JACKSON,ALBERT JACKSON,ALFREDIA EST	49 NE 6 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-18-2022 \$125 PER DAY PER VIOLATION

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 - 88(j)(1) Off-street parking and loading.	\$80 PROSECUTION COST
10	21060042/ prop maint	BAHLOVA, NINA	1548 SE 11 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards.	RESPONDENT WAS PRESENT – ATTORNEY STEVEN GINNS FINAL CONTINUANCE GRANTED TO 4-27-2022
11	21110177	JOSEPH,JAMES	220 NW 40 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	RESPONDENT WAS PRESENT – JAMES JOSEPH CONTINUED TO 4-27-2022
12	22010006	JEFFERS,RUTH B	1024 SE 13 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(a) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT CONTINUED TO 3-23-2022

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 - 88(j)(1) Off-street parking and loading.	
15	21090337/ business tax	NUZZO & ASSOCIATES LTD	5101 N DIXIE HWY, DEERFIELD BEACH, FL 33064	Chapter 66 - TRAFFIC AND VEHICLES BSO ENFORCED - REGULATION Section 66-61(b). - Parking of commercial vehicles on public streets and commercially zoned property.	RESPONDENT NOT PRESENT COMPLIED AND PAID
16	21060076	ELZ REALTY LLC	1061 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-21-2022 FOR \$100 PER DAY PER VIOLATION
17	21070398/ bldg	BPREP DEERFIELD PARK LLC %BROOKFIELD PROPERTY GROUP	674 S MILITARY TRL, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – BRIAN BULLOCK NO ACTION TAKEN

18	21090027	FMR FLORIDA LLC	101 SE 10 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT – RABY FLATIONY EXTENDED TO 4-22-2022
19	21090029	T & N PROPERTIES INC	71 SE 10 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT WAS PRESENT – DIANA BULLIS EXTENDED TO 4-22-2022
20	21090032/ landscape/ Comp cost due	CHRISTIAN LOVE FELLOWSHIP OF DEERFIELD BEACH INC	297 SW 10 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98- 81(L)(1)(a-g) - Tree preservation.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
23	21110027/ prop maint	JOSEPH,WILNOLD & SAINTILEN,VIOLEINE	540 NE 45 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -	RESPONDENT WAS PRESENT – WILNOLD JOSEPH FINAL ORDER ISSUED COMPLY BY 3-18-2022 \$95 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Parking or storage for over 72 hours restricted Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse	
24	21090314/ POD	GOLDBERG, TONTO	203 NE 8 TER, DEERFIELD BEACH, FL 33441	Chapter 46 - OFFENSES Section 46-28(a) - Storage of materials.	RESPONDENT NOT PRESENT EXTENDED TO 4-22-2022
25	22010123/ noise/ post	2201 REALTY LLC	2215 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE II. - NOISE CONTROL Sec. 34-35(14) - Specific noise prohibitions. Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES Section 34-35(2) - Specific noise prohibitions.	RESPONDENT NOT PRESENT CEASE AND DESIST ORDER RESPONDENT TO CEASE AND DESIST PER THE NOISE VIOLATION, SECTION 34-35 (14). 1ST OFFENSE WOULD BE CHARGED \$180 2ND OFFENSE WOULD BE CHARGED \$225 3RD OFFENSE WOULD BE CHARGED \$250
26	22020044/ post	SCE269 LLC	269 NW 2 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) -	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-5-2022

				Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES Section 34-35(2) - Specific noise prohibitions. Chapter 46 - OFFENSES Section 46-33(j) Littering Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	\$250 PER DAY PER VIOLATION \$80 PROSECUTION COST
27	21070147/ bldg	D'ALESSANDRO,GUISEPPE	303 DEER CREEK RUN, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2-18-2022 FOR \$175 PER DAY

28	22010118/ repeat	LAMAR,LATRICE & LAMAR,ROBERT	178 SW 3 ST, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT NOT PRESENT REPEAT ORDER ISSUED FOR \$350 PER DAY FOR A TOTAL OF \$700 PLUS \$80 PROSECUTION COST
54	21110082/ fire alarm/ post/ Dismissed	CARDONA, KAREN SUE	183 TILFORD I, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT CASE DISMISSED
55	21110051/ post/ Dismissed	MONTENEGRO,RAUL	3500 SW NATURA BLVD, UNIT 107, DEERFIELD BEACH, FL 33441 107	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT CASE DISMISSED
56	21110120/ post/ Dismissed	LOBACZ,CAROL ANN	352 DEER CREEK WILDWOOD LN, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT CASE DISMISSED
57	21110106/ post/ Dismissed	NUDELMAN,MYRNA E	2044 HARWOOD D, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY	RESPONDENT NOT PRESENT

				REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	CASE DISMISSED
58	21110108/ Dismissed	GAGNE,ROCK TREMBLAY,HELENE	4035 HARWOOD D, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT CASE DISMISSED
60	21110098/ post	POLINI,FRANCES R FRANCES R POLINI REV TR	516 NW 43 PL, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 - 88(j)(1) Off-street parking and loading Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT – PAUL GATTO FINAL ORDER ISSUED COMPLY BY 4-22-2022 \$80 PER DAY PER VIOLATION \$80 PROSECUTION COST

62	21120062/ bldg/ post/ Dismissed	PANCORBO,CARMEN PANCORBO,ROBERTO	489 GRANTHAM F, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT CASE DISMISSED
70	21110230/ post	ANTHONY,ANGELICA MARIA CAPRARA,CLAUDIO DANIEL	3291 SW 3 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT – ANGELICA ANTHONY CONTINUED TO 4-27-2022
71	21110235/ post	SRP SUB LLC	1270 SW 7 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-18-2022 \$125 PER DAY \$80 PROSECUTION COST
72	21110239/ bldg/ post	HO,DUC HO,JENNA PHUONG	366 SW 34 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT – DUC HO CASE DISMISSED
73	21110150/ post/ bldg	DURAN,WALTER	1963 NE 5 ST, UNIT 1-4, DEERFIELD	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. -	RESPONDENT WAS PRESENT – SEAN DURAN

			BEACH, FL 33441 1-4	ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	CONTINUED TO 4-27-2022
76	21110163/ post	WIETSCHNER,TOVA	4070 BERKSHIRE E, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-18-2022 \$125 PER DAY \$80 PROSECUTION COST
77	21110174/ post	SAINT JEAN,LAURENT	4090 NW 3 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-18-2022 \$125 PER DAY \$80 PROSECUTION COST
80	21110191/ post	MAZZELLA,SILVERIO & DIANE	1631 RIVERVIEW RD, UNIT 805, DEERFIELD BEACH, FL 33441 805	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT CASE DISMISSED
81	21110208/ post	SANTA,DAVID	4311 CRYSTAL LAKE DR, UNIT 206, DEERFIELD BEACH, FL 33064 206	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT CASE DISMISSED

82	21110210/ post	CAMPAGNOLI,MARY R	4311 CRYSTAL LAKE DR, UNIT 217, DEERFIELD BEACH, FL 33064 217	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT CASE DISMISSED
83	21110242/ post	PASTOR,ELEANOR A	1321 SE 14 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT CASE DISMISSED
84	21110245/ post	REYNOLDS,CHRISTEEN H/E LAWRENCE,TANYA	4500 NW 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT – CHRISTEEN REYNOLDS CASE COMPLIED
85	21120106/ post	GASTIABURO,DIANA	4312 NW 6 ST, DEERFIELD BEACH, FL 33442	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT NOT PRESENT CASE DISMISSED

				ENFORCEMENT Section 98-113(a) Building permits	
86	21120114/ post	KOUKOULARIS,ROULA	1233 SE 8 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – ROULA KOUKOULARIS FINAL ORDER ISSUED COMPLY BY 4-22-2022 \$110 PER DAY PER VIOLATION \$80 PROSECUTION COST
87	21120079	GOMES DE OLIVEIRA,ANDREIA	4600 NW 12 DR, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-	RESPONDENT NOT PRESENT CASE DISMISSED

				80(K)(14)(b) - Landscape Requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
88	21120081/ bldg/ post	PINHEIRO,FREDERICO R	4510 NW 12 DR, DEERFIELD BEACH, FL 33064	Chapter 66 - TRAFFIC AND VEHICLES BSO ENFORCED - REGULATION Section 66-61(b). - Parking of commercial vehicles on public streets and commercially zoned property. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	RESPONDENT WAS PRESENT – FREDERICO PINHEIRO CASE COMPLIED
89	21120082/ post	DIETCH,LINDA	193 NEWPORT L, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT – LINDA DIETCH PATRICIA SIMONE FINAL ORDER ISSUED COMPLY BY 4-22-2022 \$80 PER DAY

					\$80 PROSECUTION COST
90	21120070/ post	ANDRADE,DEYSE DUARTE H/E OLIVEIRA,EMILIO MARTINS	2456 SW 12 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT – DEYSE ANDRADE CASE COMPLIED
91	21120072/ post	PICILLO,CATHY	2432 SW 12 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT CASE DISMISSED
92	21120074/ post	BERRIDO,MARIA DEL PILAR BERRIDO BOLIVAR,JUAN	2753 SW 12 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 4-27-2022
93	21110112	OFFERLANE HOLDINGS LLC	146 UPMINSTER G, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT – LARRY COHEN FINAL ORDER ISSUED COMPLY BY 3-5-2022 \$250 PER DAY \$80 PROSECUTION COST

95	21040130	MENDONCA,MARIA NAZARE	4410 NW 6 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2-18-2022 FOR \$200 PER DAY
96	21050015	DORSIN,ANTONIER	911 NE 50 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2-18-2022 FOR \$150 PER DAY
97	21080193	DE LIMA,RONALDO LUIS	340 NW 46 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2-18-2022 FOR \$200 PER DAY
98	21080219	MARTINELLO, REGINALDO T & RIZZON, ALESSANDRA CAMATA	271 SE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT – REGINALDO MARTINELLO EXTENDED TO 3-18-2022

99	21080229	TRAN,NIEN THI H/E HARSH,BACHTUYET	3245 SW 2 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
100	21090059	SIEGLER,IRA A SIEGLER,SUSAN C	721 SE 1 WAY, UNIT 16B, DEERFIELD BEACH, FL 33441 16B	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2-18-2022 FOR \$200 PER DAY
102	21070353	LAWTON,MICHELLE SIMPKINS,RUSSELL	4345 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2-18-2022 FOR \$200 PER DAY
A	15080010	FREEDOM MARINE FINANCE LLC/ Atty Deena Gray	790 NW 1 AVE	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE III. - ZONING DISTRICT REGULATIONS Section 98- 55.(c)(3)(a-d)- B-3 general business. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY	RESPONDENT WAS PRESENT - ATTORNEY DEENA GRAY FINES SETTLED FOR \$100,080 TO BE PAID BY 3-23-2022

				REGULATIONS Section 98-113(a) Building permits	
B	21050079	FIDELIS, CHRISTHIAN R	4550 NW 18 AVE UNIT 604	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT – MARCIA FIDELIS FINES MITIGATED FOR \$580 TO BE PAID BY 5-25-2022
C	15100113	CAPATA,MARIAN CAPATA,MIHAELA	1270 SE 14 CT	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1). - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7). - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b). - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -	RESPONDENT NOT PRESENT CASE TO BE RESET

				88(j)(1) Off-street parking and loading.	
D	17100011	BIENAIME,DONALD H/E PAUL BIENAIME,BERTHUDE	125 NW 7 CT	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT – DONALD BIENAIME CLAUDY MCKENSIE \$80 COST DUE
E	17010031	BIENAIME,DONALD H/E PAUL BIENAIME,BERTHUDE	125 NW 7 CT	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8). - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b). - Minimum	RESPONDENTS WERE PRESENT – DONALD BIENAIME CLAUDY MCKENSIE FINES MITIGATED FOR \$1,000 TO BE PAID BY 6-29-2022

				standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. - REGULATIONS, GENERALLY Section 66-68. (a)- Parking of a vehicle, trailer, boat or boat trailer offered for sale. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 - 88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off-street parking and loading	
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F	18070419	BIENAIME,DONALD H/E PAUL BIENAIME,BERTHUDE	125 NW 7 CT	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(6) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENTS WERE PRESENT – DONALD BIENAIME CLAUDY MCKENSIE FINES MITIGATED FOR \$1,080 TO BE PAID BY 6-29-2022
G	21070603	SANTOS,RAFAEL A & VICTORIA	1040 Crystal Lake Dr unit 1	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	MOVED TO 3-23-2022 HEARING
H	21070605	MERIDIAN PARTNERS I LLC	1040 Crystal Lake Dr unit 2	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY	MOVED TO 3-23-2022 HEARING

				REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	
I	21070606	GUZMAN,RAFAEL	1040 Crystal Lake Dr unit 3	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	MOVED TO 3-23-2022M HEARING
J	21070607	PICHARDO, NANCY	1040 Crystal Lake Dr unit 4	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	MOVED TO 3-23-2022M HEARING
K	16030027	JEAN-BAPTISTE,ROLEX & ANNE ROSE/ YSX MANAGEMENT/ Atty Michael Gomez	1321 SW 10 Ter	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-113(a) Building	RESPONDENTS WERE PRESENT – ATTORNEY MICHAEL GOMEZ SAM MEERSOHN LIENS EXTINGUISHED
L	19070076	JEAN-BAPTISTE,ROLEX & ANNE ROSE/ YSX MANAGEMENT/ Atty Michael Gomez	1321 SW 10 Ter	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards.	RESPONDENTS WERE PRESENT – ATTORNEY MICHAEL GOMEZ SAM MEERSOHN

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 - Parking or storage for over 72 hours restricted. Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. - STOPPING, STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY · Section 66-56(1)(L). - Prohibitions relative to stopping, standing or parking in specific places.	FINES MITIGATED FOR \$11,250 TO BE PAID BY 6-29-2022
M	20040032	JEAN-BAPTISTE,ROLEX & ANNE ROSE/ YSX MANAGEMENT/ Atty Michael Gomez	1321 SW 10 Ter	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENTS WERE PRESENT – ATTORNEY MICHAEL GOMEZ SAM MEERSOHN

					NO MITIGATION, FINES TO REMAIN
N	21070157 TO 21070238	SONENBERG,LARRY STEVEN SONENBERG,SANDRA CHERYL	3017 BERKSHIRE A	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT – LARRY SONENBERG FINES MITIGATED FOR \$9,580 TO BE PAID BY 3-23-2022
O	21070545	YAMIN, MICHAEL and YAMIN, MICHELLE	2440 DEER CREEK COUNTRY CLUB BLVD, DEERFIELD BEACH, FL 33442 409-C	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
P	21070366	MILLS,TAVIA S	1961 SW 15 ST UNIT 88	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT VACATE ORDER ISSUED

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Douglas Gonzales, Special Magistrate

Date

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

March 8, 2022

Eugene Steinfeld

Presiding

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

PRESENT: Lenore Graber, Code Compliance Manager
Bernard Pita, Code compliance Director
Jean Placide, Code Compliance Inspector
Silvio Baca, Code Compliance Inspector
Angelica Morales, Code Compliance Inspector
Jade Robinson, Code Compliance Inspector
Josh Stambaugh, Code Compliance Inspector
Shariann Pearson, Special Magistrate Clerk

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

<u>Tab#</u>	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
1	21120129	CAMPOS,CAMILA MATTOS SIMIONI,DANIEL	421 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT DANIEL SIMIONI FINAL ORDER ISSUED COMPLY BY 4-8-2022 \$100 PER DAY \$80 PROSECUTION COST
3	21120132	PAUL,ROSE H/E FRANCOIS,PHANEL	210 NE 42 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69. (g) - Preparation and storage of residential refuse Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88. (b) - Off- street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-8-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	
4	21120133	SINGER,RALPH L	940 NE 49 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-8-2022 \$100 PER DAY \$80 PROSECUTION COST
5	21120135	PINHEIRO,ADRIANA	1437 S DEERFIELD AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69. (g) - Preparation and storage of residential refuse Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT WAS PRESENT- ADRIANA PINHEIRO FINAL ORDER ISSUED COMPLY BY 4-8-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
6	21120137	JENKINS,NORA LEE	364 NW 3 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-8-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69. (g) - Preparation and storage of residential refuse Chapter 66 - TRAFFIC AND VEHICLES Section 66-117. (a) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	
8	22010018	ALTOMARE,FRANCIS C IV H/E ALTOMARE,FRANCIS J III H/E ETAL	241 SE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 46 – OFFENSES Section 46-28(a) - Storage of materials Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88. (b) - Off-street parking and loading.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-8-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

9	21120032	BASS,JAMES A	515 NE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation.	RESPONDENT NOT PRESENT EXTENDED TO 4-8-2022
10	21120035	4 AMIGOS REAL ESTATE LLC	364 NW 4 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	RESPONDENT NOT PRESENT CERTIFIED \$80 PROSECUTION COST
11	21110255	MABRA,FLORINE	410 NE 41 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-4-2022 FOR \$100 PER DAY PER VIOLATION

				Section 58-69. (g) - Preparation and storage of residential refuse Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	
12	21120105	DA SILVA, FABIO R DA SILVA, THAISA	222 NW 41 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(1) - Landscape Requirements.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-4-2022 FOR \$100 PER DAY
13	21120122	MUCCIACCIO,CINDY	749 NW 40 TER, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-4-2022 FOR \$100 PER DAY
14 to 74	21010139	ALEXANDRA T JANSSEN REV TR JANSSEN,ALEXANDRA TRSTEE/ MT. OF DEVELOPMENT	17 DEER CREEK RD, DEERFIELD BEACH, FL 33442 B101	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT- ANN MARIE BLACK EXTENDED TO 5-6-2022
75	20100058	SML DEERFIELD BEACH LLC % THE WINGS GROUP	2020 NE 2 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT- NISSIM BARUCH EXTENDED TO 4-8-2022
80	21120115	RAMCO-GERSHENSON PROPERTIES LP	1019 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section	RESPONDENT NOT PRESENT

				14-106(e) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	CERTIFIED WITH \$80 PROSECUTION COST
81	21100682	JPMORGAN CHASE BANK % INDUSTRY CONSULTING GROUP INC	1031 S MILITARY TRL, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-4-2022 FOR \$100 PER DAY
82	21110253	PRECISION INVESTMENTS LLC / Attorney David Roy	1208 W NEWPORT CENTER DR, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-4-2022 FOR \$100 PER DAY
83	21070541	HIGHLANDS PLAZA INC & TMT PROPERTIES INC % PAUL BURREL/BUILDING PERMITS	4801 N DIXIE HWY, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- GENE SIMMONS EXTENDED TO 5-6-2022

84	21100603	TAMPA BAY CORPORATE SQUARE LLC	1377 S DIXIE HWY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	RESPONDENT NOT PRESENT EXTENDED TO 4-8-2022
85	21110254	WEINGARTEN REALTY INVESTORS %PAUL WILKE	3700 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- CATALINA MEDINA FINAL ORDER ISSUED COMPLY BY 5-6-2022 \$100 PER DAY \$80 PROSECUTION COST
86	21110148	PARTH PROPERTIES LLC	111 SE 2 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards.	RESPONDENT WERE PRESENT- QUDROT MUHAMED YASH BAROT FINAL ORDER ISSUED COMPLY BY 5-6-2022 \$100 PER DAY \$80 PROSECUTION COST

87	21110028	CALIGIURI, RAYMOND & CALIGIURI, DOREEN/ BUSINESS TAX & CERT. OF USE	1417 SW 1 WAY, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT WAS PRESENT - ROBERT CIERI CONTINUED TO 5-10-2022
88	21120121	DOMINIC J IANDIMARION REV TR IANDIMARINO, DOMONIC J TRSTEE/ MT. OF DEVELOPMENT	10 NE 20 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT CONTINUED TO 4-12-2022
206	21090083	METZLER, MARK	900 SE 8 AVE, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-8-2022 \$100 PER DAY \$80 PROSECUTION COST
207	21090093	CENTURY PLAZA ASSOICATES LP	1800 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-8-2022 \$100 PER DAY \$80 PROSECUTION COST
211	21120123	DEERFIELD INVESTMENTS GROUP LLC	405 SW 13 PL, UNIT 121, DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (3) (b) - General interior maintenance requirements.	RESPONDENT WAS PRESENT - GEORQUESHA MYRICK-TENANT FINAL ORDER ISSUED

				Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (a) (3) - Minimum standards for interior of structures. Chapter 94 MIN HOUSECHAPTER 94 HOUSING; Sec. 94-8 (d) (1) - Minimum standards for interior of structures. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	COMPLY BY 3-18-2022 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
212	22020105	EDE PROPERTIES INC % EDWARD D ECKERT	W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT WAS PRESENT- EDWARD ECKERT ROBYN CORIO CONTINUED TO 3-23-2022
213	21120124	JAKUBAS,LISA & RONALD	1555 SE 7 ST, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED
214	22020096	WOODSETTER RENTALS LLC/SOLID WASTE	313 NW 47 ST, DEERFIELD BEACH, FL 33064	Chapter 58 - SOLID WASTE DIVISION 4. - COMMERCIAL REFUSE COLLECTION; Sec. 58-86 Responsibility of owners or agents for	RESPONDENT WAS PRESENT- WANESSA RODRIGUES REPEAT FINAL ORDER ISSUED

				keeping areas free of garbage, recyclable materials, and trash, etc.	FINES CERTIFIED FOR FIVE DAYS \$200 PER DAY \$80 PROSECUTION COST
215	22020097	LITUS, TIEJOSHISME	4201 NW 7 AVE, DEERFIELD BEACH, FL 33064	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT WAS PRESENT- TIEJOSHISME REPEAT FINAL ORDER ISSUED FINES CERTIFIED FOR TWO DAYS \$200 PER DAY \$80 PROSECUTION COST
217	21090047	MATHON,LYNN ROWE,FRASER	1143 SE 2 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
218	21100110	BERMUDEZ, DANIEL COLON TORRES, JENYRIS SANTIAGO	200 NW 43 CT, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-4-2022 FOR \$100 PER DAY
219	21110007	FERREIRA,LEANDRO DE JESUS	4361 MARINA WAY, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-4-2022 FOR \$100 PER DAY
220	21070345	VEROLA,MARCUS	4340 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-4-2022 FOR \$100 PER DAY

				ENFORCEMENT Section 98-113(a) Building permits	
221	21080033	FRIEDMAN,TONI B & ERIC	106 LINCOLN CT, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- ERIC FRIEDMAN EXTENDED TO 5-6-2022
222	21090041	DROBOT, YURII	2689 SW 14 CT, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-4-2022 FOR \$100 PER DAY
224	21090315	LESKOVAR,HILDA PATRICIA	215 FARNHAM I, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- HILDA LESKOVAR FINAL ORDER ISSUED COMPLY BY 5-6-2022 \$100 PER DAY \$80 PROSECUTION COST
225	21120075	CJDJ RENTALS LLC	1402 SW 1 WAY, UNIT 1-4, DEERFIELD BEACH, FL 33441 1-4	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings	RESPONDENT WAS PRESENT- DANIEL JIMENEZ FINAL ORDER ISSUED COMPLY BY 5-6-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Chapter 94 MIN HOUSE Chapter 94 - HOUSING; Sec. 94-5. - Responsibility of owners. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (b) (4) - Minimum standards for exterior of structures. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. FIRE PREVENTION CODE 16.4.3 Fire Protection During Construction; 16.4.3.1 Water Supply	
226	21120076	CJDJ RENTALS LLC	1410 SW 1 WAY, UNIT 1-4, DEERFIELD BEACH, FL 33441 1-4	Chapter 14 - BUILDINGS AND BUILDING REGULATIONSARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings.	RESPONDENT WAS PRESENT- DANIEL JIMENEZ FINAL ORDER ISSUED COMPLY BY 5-6-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Chapter 94 MIN HOUSE Chapter 94 - HOUSING; Sec. 94-5. - Responsibility of owners. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (b) (4) - Minimum standards for exterior of structures. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. FIRE PREVENTION CODE16.4.3 Fire Protection During Construction; 16.4.3.1 Water Supply	
228	21070474	SUN HAVEN APARTMENTS LLC	236 SE 9 AVE, UNIT 1-4, DEERFIELD BEACH, FL 33441 1-4	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRSENT CERTIFIED WITH \$80 PROSECUTION COST

229	21070479	PAGLIARO,NICOLA	9 KESWICK A, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- NICOLA PAGLIARO EXTENDED TO 5-6-2022
230	21070497	SUTHERLAND, DELROY A COBHAM WATSON, CARMEN	4130 NE 2 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
231	21070543	CARGAIN,GEORGE E	1950 NE 3 ST, DEERFIELD BEACH, FL 33441 8	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
232	21070552	MILLER,JAMES V	4326 NW 3 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
233	21100535	PLOEN, ARLETTE PLOEN, MARISSA	1300 SE 12 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-4-2022 FOR \$100 PER DAY
234	21110147	SUNNY SIDE IN FLORIDA VIII LLC	1102 SE 3 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards.	RESPONDENT WAS PRESENT- VICTOR GALLUZZO CERTIFIED WITH \$80 PROSECUTION COST

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69. (g) - Preparation and storage of residential refuse Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (3) (b) - General interior maintenance requirements. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (a) (1) - Minimum standards for exterior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (b) (4) - Minimum standards for exterior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-11 (a) - Exterior doors. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-12 (a) - Porches, balconies, decks, exterior stairs, walkways and appurtenances	
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				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88. (b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits FIRE PREVENTION CODE 10.10.6 Cooking Equipment: Balcony Storage Prohibited Multi Family above 2 Family Dwellings	
235	21040124	CASSADY,ALAN M ALAN M CASSADY FAM TR	733 VILLA PORTOFINO CIR, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
236	21090044	PEREZ,PEDRO C MENESES,BIANCA PAVIA	434 NW 47 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT WAS PRESENT- PEDRO PEREZ EXTENDED TO 5-6-2022

				ENFORCEMENT Section 98-113(a) Building permits	
237	21080127	PEREZ,MARIA F	531 NE 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
238	21070341	SK VENTURE HOLDINGS LLC /BUILDING PERMITS	927 SIESTA KEY BLVD, DEERFIELD BEACH, FL 33441 #525	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- DONALD ANDERSON EXTENDED TO 5-6-2022
239	22020044	SCE269 LLC	269 NW 2 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards	RESPONDENT NOT PRESENT EXTENDED TO 4-8-2022
240	21110112	OFFERLANE HOLDINGS LLC	146 UPMINSTER G, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- LARRY COHEN EXTENDED TO 5-6-2022

241	21080194	F&L ARMSTRONG INVESTMENTS LLC	336 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
242	21030126	LOMBARDI,RYAN M H/E LOMBARDI,CHRISTINA	1452 SE 5 PL, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-4-2022 FOR \$100 PER DAY
243	21120013	WEILER,LELAND H	303 SE 3 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards.	RESPONDENT WAS PRESENT- LELAND WEILER CONTINUED TO 4-12-2022
A	18080195	WEINBERGER, MEYER & WEINBERGER, SHOSHANA	161 UPMINSTER H, DEERFIELD BEACH, FL	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 4-12-2022
B	19120081	ALBURY,MARSHA J ALBURY,TANESHA	4183 CRYSTAL LAKE DR, DEERFIELD BEACH, FL	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- TANESHA ALBURY FINES MITIGATED FOR \$1,000 TO BE PAID BY 5-10-2022
J	21080148	MCCS&S PROPERTIES LLC / Bruna De Assis	110 SE 10 ST UNIT 201	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- BRUNA DE ASSIS FINES MITIGATED FOR \$580 TO BE PAID BY 5-10-2022

K	21080149	BRAGA,MEIRILANE	110 SE 10 ST UNIT 202	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- BRUNA DE ASSIS FINES MITIGATED FOR \$580 TO BE PAID BY 5-10-2022
L	21080146	M LEAO INVESTMENTS CORP	110 SE 10 ST UNIT 101	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- BRUNA DE ASSIS FINES MITIGATED FOR \$580 TO BE PAID BY 5-10-2022
M	21080147	COOKIES & CRACKERS CORP	110 SE 10 ST UNIT 102	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- BRUNA DE ASSIS FINES MITIGATED FOR \$580 TO BE PAID BY 5-10-2022
N	21100183	RENA, PEDRO R	312 NW 43 ST, DEERFIELD BEACH, FL	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards.	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
O	20020093	ARCHDIOCESE OF MIAMI ST AMBROSE CHURCH	380 S FEDERAL HWY, DEERFIELD BEACH, FL	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENTS WERE PRESENT- LISA DODGE CARLOS SANABRIA FINES MITIGATED FOR \$1,080 TO BE PAID BY 4-12-2022

				SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	
P	20070026	FIOROTTE,CLAUDEMAR JOSE/ Attorney Vinicius Adam	1060 CRYSTAL LAKE DR, DEERFIELD BEACH, FL 33064 104	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	RESPONDENT WAS PRESENT- ATTORNEY VINICIUS ADAM FINES MITIGATED FOR \$8,080 TO BE PAID BY 5-10-2022
Q	14-2574	HERNANDEZ,JOSE & PAYAN,MARCELA	248 NE 45 CT, DEERFIELD BEACH	Parking prohibitions	RESPONDENT WAS PRESENT- MARCELA PAYAN FINES MITIGATED FOR \$380 TO BE PAID BY 4-12-2022
R	21080193	DE LIMA,RONALDO LUIS	340 NW 46 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
S	15100113	CAPRIAN, CAPTA, CAPTA, MIHAELA	1270 SE 14 CT, DEERFIELD BEACH, FL	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section	RESPONDENT WAS PRESENT- MIHAELA CAPATA

				14-105(1). - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7). - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b). - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	FINES MITIGATED FOR \$2,500 TO BE PAID BY 4-12-2022
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SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Eugene Steinfeld, Special Magistrate

Date

**City of Deerfield Beach – AFRICAN AMERICAN HERITAGE COMMITTEE
BOARD**

Meeting of February 10th, 2022 – 6:30 PM

Central City Campus (401 A SW 4th Street.) & Zoom

APPROVED MINUTES

Members Present:

Chair Lawanna Strowbridge, District 2

Vice Chair Sandra Jackson, District 2

Annette Mitchell, District 2

Barri McMillion, Mayor

Diane Chisholm, District 1

Members Not Present:

Gloria Docilait, District 3 (EXCUSED)

Also Present:

Monique Spencer, City of Deerfield Beach

Carolyn Marshall, City of Deerfield Beach

Teresa Rynard, City of Deerfield Beach

Milton R. Collins, City Attorney's Office

1) Call to order/roll call

- Chair Lawanna Strowbridge calls meeting to order at 6:35pm.

2) Approval of February 3, 2022

- MOTION made by Sandra Jackson to approve the minutes for February 3, 2022. Diane Chisholm seconded.
The motion CARRIED unanimously.

3) Old Business

a) Banquet

i) Tables

- Diane Chisholm recommends that Vice Mayor Preston sit at the board's table for the banquet.
- Monique Spencer Informs the board Deerfield Beach Housing Authority is using their sponsorship funds of \$1700 proposed for Martin Luther King Jr., Celebration, to be used for seven tables, 56 tickets at the Banquet.
- Diane Chisholm and Sandra Jackson stated that they would sit at a sponsor's table if needed.
- Vice Mayor Preston informs the board that he will sit at the table with the elective officials.
- Monique Spencer informs the board that Honorees, Board, Speakers, JM Family, Dale Holness, Broward Sheriff Office, and Jeep Sistas have tables.

- Diane Chisholm informed the board that Lisa Davis from JM Family will be purchasing another table for entertainment, and she has another person sponsoring another table.
- Terry Rynard informs the committee that the Parks and Recreation department will have two tables for the event.

ii) Keynote Speaker

- Monique Spencer confirmed with Lisa Gilbert as our Keynote speaker this year for the banquet.

iii) DJ

- Lawanna Strowbridge spoke with Derick Reed (DJ) and let him know we will not use him for this event.
- Monique Spencer informs the board that Carolyn the decorator has a band that has quoted the board \$1500 for a performance.
- Diane Chisholm submitted a quote for Mickey Platt for \$1000 and confirmed Shay Goddard for a 2-song selection for \$200.
- Milton Collins informs the board that DJ Kelly's contract states that in "*The act of God*" clause he has an obligation to fulfill his contract to another event.
- MOTIONED made by Sandra Jackson to book Mickey Platt for the band for February 26, 2022 banquet. Barri McMillion seconded. The motion CARRIED unanimously.
- Diane Chisholm spoke with Mickey Platt's band to start at 5:30 pm and play with the soloist from start to finish and he will have four members in his band.
- Barrie McMillion suggests that the soloist sing a song while presenting each honoree award
- MOTIONED made by Diane Chisholm to have Barri McMillion work with Monique Spencer on the program for banquet. Annette Mitchell seconded. The motion CARRIED unanimously.

iv) Opening Prayer

- Pastor Bowles will be do the blessing of the food and invocation.

v) Advertising

- Monique Spencer informs the board that we have emailed all the churches and past participants, handed out flyers, and banners in all districts.

b) 2022 BLACK HERITAGE BANQUET HONOREES

i) Community Heritage Award

- Annette Mitchell will reach out to Orrin Scott's family to see who will attend and their meal choices and photos of the honoree

ii) Humanitarian Award

- Sandra Jackson will reach out to Charley Thompson's family to see who will attend and their meal choices and photos of the honoree

iii) Public Service Award

- Monique Spencer will reach out to Deputy Morrisons family to see who will attend and their meal choices and photos of the honoree
- Barri McMillion requested that the city creates a slide show to display the pictures of the Honorees.
- MOTIONED made by Sandra Jackson for the banquet on February 26, 2022, that we have the two soloists Cynthia Parker and the praise dancers as a part of our event. With

two songs per singer at 5-10 minutes the most. Diane Chisholm seconded. The motion CARRIED unanimously.

- MOTIONED made by Sandra to pay each praise dancer \$50 for the banquet. Barri McMillion seconded. The motion CARRIED unanimously.
- Monique Spencer informs the board that Liz Ricci is waiting on a response from the doubletree about the Hors d'oeuvre

4) Juneteenth

- Lawana Strowbridge presents that the dates will be Friday, June 17th and Saturday, 18th with the same times as last years
- Barri McMillion suggest Friday would prefer to do a rodeo to replace the banquet
- Terry Rynard suggest to do some research for a rodeo.
- Diane Chisholm suggested to have it at quiet waters park
- Boards concern is the shuttling to the location

b) Theme

- MOTIONED made by Barri McMillion to make the theme of this year's Juneteenth be "Buffalo Solider". Diane Chisholm seconded. The motion CARRIED unanimously.

c) Parade

- The Board asks Terry Rynard to inquire if the Juneteenth event was still going to happen this year based on rumors heard.
- Terry Rynard informs the board that she will look into that, and she has not heard that mentioned. What she has heard is that we, the city staff need to do a better job of making these events successful. A lot more effort in a partnership development and prove that with a good number for participation and then ask for more money. We are going to have enough money to make this event nice and the theme of the event is a very nice theme.
- Sandra Jackson suggests to do an event on the beach
- MOTIONED made by Barri McMillion to have the African American Heritage board have a float participate in the 2022 Pioneers Day Parade. Sandra Jackson seconded. The motion CARRIED unanimously.

5) Comments from the Chair & Vice Chair

- N/A

6) Comments from Board

- Annette Mitchell tells Monique Spencer and Carolyn Marshall thank you for all they do for the board.

7) Comments from Staff

- N/A

8) Comments from Alternates

- N/A

9) Comments from Public

- N/A

10) Next Meeting – March 10, 2022

11) Adjournment

- MOTION made by Barri McMillion to adjourn the meeting. Sandra Jackson seconded. The motion CARRIED unanimously.

City of Deerfield Beach – AFRICAN AMERICAN HERITAGE COMMITTEE BOARD

MEETING of March 10th, 2022 – 6:30 PM at
Commission Chamber (150 NE 2nd Ave.) & Zoom

APPROVED MINUTES

1. Call to order/roll call

Chair Lawanna Strowbridge-Called meeting to order at 6:30 PM.

Members Present: Chair Lawanna Strowbridge, District 2
Vice Chair Sandra Jackson, District 2
Annette Mitchell, District 2
Barri McMillion, Mayor
Diane Chisholm, District 1
Gloria Docilait, District 3

Also Present: Monique Spencer, City of Deerfield Beach
Carolyn Marshall, City of Deerfield Beach
Elizabeth Ricci, City of Deerfield Beach
Milton R. Collins, City Attorney's Office

2. Approval of February 10th, 2022 Minutes

Motion was made by Ms. Docilait and seconded by Mrs. Mitchell to table the minutes of February 10, 2022 until corrections are made for the next meeting on March 31, 2022. The motion CARRIED unanimously.

3. Old Business

a. Black Heritage Banquet 2022 Review

- Lawanna stated that she was very pleased with the overall experience of the event. The seating could have been better for the speakers and the food was cold due to not starting on time.
- Sandra stated a different way for introducing the Mayor versus how it was done. Also inquired for vendors to be able to sell and loved the music for the evening.
- Gloria stated that the venue was decorated lovely, the numbers for each table was a nice touch and the photo backdrop looked really nice. Only thing that was needed was a photographer next year.
- Annette stated that she is very pleased with Monique's growth and performance throughout the process of planning and executing the event along with the support of Carolyn and Liz. She would like more entertainment and history of Deerfield Beach.
- Barri stated that it was not her intent to miss the event in total, she had an emergency come up. She would like more history facts of Deerfield beach throughout the event next year and to focus on what is asked for from the entertainment. Also, for the board to consider the theme for next year be based on Braithwaite, with like a museum of facts for guest to visualize.
- Diane stated that the city staff did a great job, the food wasn't the best, the program needed more meat to it and she would love to go back to Oveta McKeithen gym.

- b. Motions was made by Ms. McMillon and seconded by Ms. Jackson to move the Comments from the Public on the agenda to the next item. The motion CARRIED unanimously.

4. Comments from Public

- a. Comments from the public made by Mary Joseph in regards to the banquet. Marry attended the banquet and felt inspired and that the overall experience was amazing and she is ready for next year.
- b. Motions was made by Mrs. Chisolm and seconded by Ms. Jackson to send a thank you letters on behalf of the board to the sponsors of the event. The motion CARRIED unanimously.

5. Chair Descriptions

- a. Sandra Jackson is assigned to be the Entertainment Chair
- b. Gloria Docilait is assigned to be the Marketing and Merchandise Chair
- c. Barri McMillon is assigned to be the Logistics Chair
- d. Lawanna Strowbridge is assigned to be the Volunteer and Judge Chair
- e. Annette Mitchell is assigned to be the Social/Hospitality Chair
- f. Diane Chisholm is assigned to be the Sponsorship Chair

6. Juneteenth

- a. Discussion held between the Board and City staff to determine if the parade should be a part of the annual celebrations of Juneteenth.
- b. Discussion was held on the parade cost, including barricades, jeep club, school band transportation, BSO deputies and management company, which would roughly cost \$28,000.
- c. Discussion was held from the board to have the commissioners more involved in the meetings and receive more support.

7. Miscellaneous

- a. Motion was made by Ms. Mitchell and seconded by Ms. Docilait to schedule an additional meeting before the meeting on April 14th, 2022. The motion CARRIED unanimously.
- b. Motions was made by Mrs. Chisholm and seconded by Ms. Docilait to table the remainder of the agenda with the exception of the Entertainment until March 31st. The motion CARRIED unanimously.
- c. Ms. Jackson provides the board and staff a list of prospect entertainment for review for headliner of the event and to discuss for our next meeting. Items to discuss:
 - **Juneteenth Schedule: Friday, June 17th**
 - Times
 - Location

- Food
- Decorations
- **Juneteenth In-person Celebration Saturday, June 18th 2022**
- Parade
 - Route: St. Ambrose to Oveta McKeithen
 - Times: 8:00 AM – 11:00 AM
 - Grand Marshall
 - Sponsors
 - Awards
 - Parade Management Company
 - Theme- Buffalo Solider
- Car Show
 - Location - Parking Lot
- Picnic
 - Entertainer
 - Bounce houses
 - Vendor
 - Times
 - Choir Conference
 - Times
 - Location
 - Food Competition
 - Number of cooks
 - Entry free
 - Award

8. Comments from the Chair & Vice Chair-

None

9. Comments from Board

- a. Ms. Chisolm asked city staff to invite a member from the Cultural Committee to attend the next meeting for assistance with the event.

10. Comments from Staff

N/A

11. Comments from Alternates

No Alternates

Next Meeting – March 31st at 6:30 PM

Adjournment -Motion was made by Ms. Docilait and seconded by Mrs. Mitchell to adjourn the meeting.

The motion CARRIED unanimously.

Minutes Approved_____Date_____

City of Deerfield Beach – AFRICAN AMERICAN HERITAGE COMMITTEE BOARD
MEETING of April 7th, 2022 – 6:30 PM at
Central City Campus & Zoom
APPROVED MINUTES

1. Call to order/roll call

Chair Lawanna Strowbridge-Called meeting to order at 6:39 PM.

Members Present: Chair Lawanna Strowbridge, District 2
 Vice Chair Sandra Jackson, District 2
 Barri McMillion, Mayor
 Diane Chisholm, District 1
 Gloria Docilait, District 3 **(via Zoom)**

Members Not Present: Annette Mitchell, District 2

Also Present: Monique Spencer, City of Deerfield Beach
 Carolyn Marshall, City of Deerfield Beach
 Elizabeth Ricci, City of Deerfield Beach
 Milton R. Collins, City Attorney's Office

2. Approval of February 10th, 2022 & March 10th, 2022 Minutes

Motion was made by Ms. McMillion and seconded by Ms. Chisholm to approve the minutes of February 10, 2022 and March 10, 2022. The motion CARRIED unanimously.

3. Old Business

a. Banquet Budget

- Monique will submit an accurate budget at the next meeting for the board to review.
- Motion was made by Ms. McMillion and seconded by Ms. Jackson to adopt a new planning timeline for upcoming events a year out. The motion CARRIED unanimously.

b. Update Elizabeth Ricci

- Al Huggins (art n soul) Juneteenth presentation to the board to give ideas of what his services are to compliment and help organize the upcoming event. He will provide a timeline and full proposal of the elements to his service that he can provide to the board at the next meeting on April 14th.

4. Juneteenth In-person Celebration Saturday, June 18th 2022

a. Parade

- Motion was made by Ms. Chisolm and seconded by Ms. Jackson to discontinue the parade portion of the event for Juneteenth this year. The motion CARRIED unanimously.

- Motion was made by Ms. McMillion and seconded by Ms. Jackson to have Juneteenth 2022 on Saturday, June 18th from 10am-8pm held at Oveta McKeithen Recreation Complex. The motion CARRIED unanimously.

b. Theme

- Motion was made by Ms. Jackson and seconded by Ms. Chisolm to make the theme of Juneteenth 2022 “Jazz in the Field”. The motion CARRIED unanimously.

c. Vendors

- Motion was made by Ms. Chisolm and seconded by Ms. McMillion to make the Food Vendors pay \$75 and \$50 for Business Vendors to participate in the Juneteenth event. The motion CARRIED unanimously.

5. Comments from the Chair & Vice Chair

N/A

6. Comments from Board

Ms. Chisolm reminds the board to submit to Monique any items requested for Juneteenth for the next meeting.

7. Comments from Staff

Mrs. Ricci shares the Café Engagement post cards with the board and encourages them to spread the word and attend.

8. Comments from Alternates

No Alternates

9. Comments from Public

N/A

10. Next Meeting – April 14th at 6:30 PM

11. Adjournment

Motion was made by Ms. McMillion and seconded by Ms. Chisolm to adjourn the meeting. The motion CARRIED unanimously.

Minutes Approved _____ Date _____



City Commission Meeting - May 3, 2022

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, May 3, 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 May 3, 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. A copy of the agenda for the May 3, 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.
- 2. Zoom**
 - a. Via Zoom Online** - Access to the meeting will begin at 6:45 PM on May 3, 2022.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/86544621049?pwd=cExyKzFoNW9UbTNac25iZnI5VitYZz09>
 - ii. The video camera display feature is disabled for public use
 - b. Via Zoom Telephone** - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

Call-in Number: (301) 715-8592, Meeting ID: 865 4462 1049#, Participant ID: #, Passcode: 338574#

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 May 3, 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. **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.
3. **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. 2022-1185

Agenda Date: 5/3/2022

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2022-054: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 1.59 GROSS ACRES LOCATED AT 341, 351, 381, 421 & 441 SW 10TH COURT FROM BUSINESS, COMMUNITY (B-1) TO RESIDENCE, MULTI-FAMILY (RM-15) (APPLICATION 21-R-64); APPROVING THE APPLICANT'S REQUEST FOR THE ALLOCATION OF 18 FLEX UNITS; PROVIDING FOR A MAXIMUM OF 18 TOWNHOUSE DWELLING UNITS; PROVIDING FOR 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

Current Activity

The Applicant, Casual Friday DB 10th ST Townhomes LLC, is requesting approval to rezone the subject parcels from B-1 (Business, Community) to RM-15 (Residence, Multifamily) under the Deerfield Beach Land Development Code. The Applicant's associated request for the allocation of 18 flex units accompanies this rezoning application.

The Applicant is proposing to rezone the five parcels to accommodate for the development of 18 townhouse dwelling units. The subject property requires several approvals in order to facilitate future residential development of the site. The approval of the flex unit request is subject to the approval of the rezoning application.

A separate site plan application (No. 21-RM15-64) has been submitted seeking approval for the proposed development of the subject property and is pending separate review and approval.

The Applicant has submitted a master conceptual plan demonstrating the proposed 18-unit townhouse development consistent with the pending site plan application. The units are divided into two (2) multifamily buildings, each consisting of nine (9), 3-story townhouse units.

City Commission approval for 18 flex units is required for the intended development of the site to occur, also contingent on the approval of the rezoning. Currently, the City has 1,562 units within the bank; If approved, the remaining flex units available to the City for future use after adoption of the Ordinance is 1,544 units.

A trip generation analysis was submitted with the site plan application and reviewed by the City traffic consultant. Since the analysis of the proposed development resulted in less than 500 daily trips, a trip

impact analysis was not required.

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

Prior to the rezoning application being heard by the Planning and Zoning Board, the Applicant held a community meeting on February 21, 2022 to expand their public outreach efforts and obtain input from surrounding residents.

On March 3, 2022, the Planning and Zoning Board voted unanimously to recommend approval of the application to the City Commission.

Recommendation

Staff recommends approval.

ORDINANCE NO. 2022/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 1.59 GROSS ACRES LOCATED AT 341, 351, 381, 421 & 441 SW 10th COURT FROM BUSINESS, COMMUNITY (B-1) TO RESIDENCE, MULTI-FAMILY (RM-15) (APPLICATION 21-R-64); APPROVING THE APPLICANT'S REQUEST FOR THE ALLOCATION OF 18 FLEX UNITS; PROVIDING FOR A MAXIMUM OF 18 TOWNHOUSE DWELLING UNITS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

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

WHEREAS, Casual Friday DB 10th ST Townhomes, LLC (the "Applicant") has applied for a rezoning of approximately 1.59 gross acres of land consisting of five parcels generally described as LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9, BLOCK 17, ARLINGTON PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGE(S) 52, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, and located at 341, 351, 381, 421 & 441 S.W. 10th Court, Deerfield Beach, Florida, (collectively, the "Property") from Business, Community (B-1) to Residence, Multi-Family (RM-15) (the "Rezoning"); and

WHEREAS, the proposed use on the Property is a residential development of 18 townhouse units; and

WHEREAS, the Rezoning Application is being processed concurrently with a Site Plan Application (Application #21-RM15-64) and with Applicant's request for the allocation of 18 flex units to provide for the proposed 18 townhome units (collectively, the "Flex Units"); and

WHEREAS, Section 3.2 (B)(2) of the Administrative Rules Document (implementing the Broward County Land Use Plan) governs the allocation of flexibility units, and provides that flexibility units may be assigned by "official action" of the City; and

WHEREAS, the Applicant has submitted a master conceptual plan demonstrating the proposed 18-unit townhouse development consistent with the pending site plan application, with the units divided into two multifamily buildings, each consisting of nine (9), 3-story townhouse units (the "Project"); and

WHEREAS, the Deerfield Beach Planning and Zoning Board reviewed the Rezoning application on March 3, 2022, as required by Florida Statutes, and recommended approval; and

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

WHEREAS, the City Commission has considered the evidence and testimony presented by the Applicant and other interested parties and the recommendations of the various City of Deerfield Beach review agencies and staff; and

WHEREAS, the City Commission has determined that the proposed Rezoning, with the allocation of the Flex Units, is consistent with the City of Deerfield Beach Comprehensive Plan designation of Commercial for the Property; and

WHEREAS, the City Commission of the City of Deerfield Beach finds it in the best interest of the City to Rezone the Property to Residence, Multi-Family (RM-15) and to grant the Applicant's request for the Flex Units for the Property.

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

Section 1. The above "WHEREAS" clauses are true and correct and are incorporated herein.

Section 2. The City Commission hereby approves of the allocation of the 18 Flex Units for the Property for the Project, subject to City Commission approval of a site plan for the Property.

Section 3. If a site plan for the Property containing all of the Flex Units is not approved by the City Commission on or before 18 months from the date of approval of this Ordinance, the allocation of the Flex Units provided for in this Ordinance shall be deemed null and void. If a site plan is approved for the Property containing less than the full allocation of the Flex Units, then the un-used Flex Units shall no longer be available for the Property unless further action to assign such units to the Property is taken by the City Commission. If a building permit is not obtained for the Property on or before 36 months from the date of approval of this Ordinance, the allocation of Flex Units provided for in this Ordinance shall be deemed null and void.

Section 4. The Rezoning of the Property from Business, Community (B-1) to Residence, Multi-Family (RM-15) is hereby approved, subject to the conditions set forth in the DRC report, dated March 3, 2022, which shall be satisfied by the Applicant.

Section 5. All sections or parts of the City Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. Should any section or provision of this ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

Section 7. This Ordinance shall be in full force and effect immediately upon its passage and adoption on second reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2022

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

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



PUBLIC HEARING NOTICE

April 22, 2022

Dear Property Owner:

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

P.H. 2022-054: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 1.59 GROSS ACRES LOCATED AT 341, 351, 381, 421 & 441 SW 10TH COURT FROM BUSINESS, COMMUNITY (B-1) TO RESIDENCE, MULTI-FAMILY (RM-15) (APPLICATION 21-R-64); APPROVING THE APPLICANT'S REQUEST FOR THE ALLOCATION OF 18 FLEX UNITS; PROVIDING FOR A MAXIMUM OF 18 TOWNHOUSE DWELLING UNITS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

A public hearing will be held on **TUESDAY, MAY 3, 2022 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and/or utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting). All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/agendas or from the Planning and Development Services Department during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

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

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

Samantha Gillyard, CMC, City Clerk



Public Hearing Notice Map

Rezoning Application No. 21-R-194

341, 351, 381, 421 & 441 SW 10 Ct

For additional information

call the Planning Department at 954-480-4206

or visit www.deerfield-beach/boardagendas



0 160 320
Feet





Development Review Committee

Summary Report

Development Plan Application Review

General Information

Application No.	21-R-64										
Project Name:	10 th & Park Townhomes Rezoning										
Applicant:	Casual Friday DB 10 th ST Townhomes LLC										
Agent:	Shiff Construction & Development, Inc. & Brian Bullock of the Bennedict Bullock Group										
Requested Action/Description:	Rezoning application seeking approval to rezone the subject parcels from B-1 (Business, Community) to RM-15 (Residence, Multifamily).										
Location:	341, 351, 381, 421, & 441 SW 10 th Court										
Legal Description:	Generally described as several parcels of land on LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9, BLOCK 17, ARLINGTON PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGE(S) 52, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA										
Size:	1.59 gross acres (1.14 net acres)										
Existing Zoning:	B-1 (Business, Community)										
Existing Land Use:	Vacant land										
Future Land Use Plan Designation:	Commercial										
Surrounding Land Use and Zoning:											
	<table><thead><tr><th><u>Existing Land Use</u></th><th><u>Zoning</u></th></tr></thead><tbody><tr><td>North: Pastor Willie James Ford Sr. Linear Park</td><td>B-1 (Business, Community)</td></tr><tr><td>East: Bethlehem Missionary Baptist Church Off-site Parking Lot</td><td>B-1 (Business, Community)</td></tr><tr><td>South: Single-Family Residences</td><td>RS-5 (Residence, Single-Family)</td></tr><tr><td>West: Pastor Willie James Ford Sr. Linear Park</td><td>S (Open Space)</td></tr></tbody></table>	<u>Existing Land Use</u>	<u>Zoning</u>	North: Pastor Willie James Ford Sr. Linear Park	B-1 (Business, Community)	East: Bethlehem Missionary Baptist Church Off-site Parking Lot	B-1 (Business, Community)	South: Single-Family Residences	RS-5 (Residence, Single-Family)	West: Pastor Willie James Ford Sr. Linear Park	S (Open Space)
<u>Existing Land Use</u>	<u>Zoning</u>										
North: Pastor Willie James Ford Sr. Linear Park	B-1 (Business, Community)										
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South: Single-Family Residences	RS-5 (Residence, Single-Family)										
West: Pastor Willie James Ford Sr. Linear Park	S (Open Space)										

Applicable Regulations:

Deerfield Beach Land Development Code

Plat Restrictions:

N/A

Department Comments & Requirements

REQUEST:

The Applicant, Casual Friday DB 10th ST Townhomes LLC, is requesting approval to rezone the subject parcels from B-1 (Business, Community) to RM-15 (Residence, Multifamily) under the Deerfield Beach Land Development Code.

BACKGROUND:

The Applicant is proposing to rezone the parcels to accommodate for the development of 18 townhouse dwelling units. The subject property requires several approvals in order to facilitate future residential development of the site. Details of the applications/requests is outlined below.

Separate applications have been submitted seeking approval for the proposed development of the subject property and are pending separate review and approval, as follows:

- Site Plan Application No. 21-RM15-64
- Request for the allocation of 18 flex units

The Applicant has submitted a master conceptual plan demonstrating the proposed 18-unit townhouse development consistent with the pending site plan application. The units are divided into two (2) multifamily buildings, each consisting of nine (9), 3-story townhouse units.

A trip generation analysis was submitted with the site plan application and reviewed by the City traffic consultant. Since the analysis of the proposed development resulted in less than 500 daily trips, a trip impact analysis was not required.

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

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS:

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

PLANNING CONSIDERATIONS:

1. Compliance with the Comprehensive Plan.

The Future Land Use (FLU) Map designation identifies the parcel as Commercial. The proposed use of the property is permitted within this designation and in compliance with the Deerfield Beach Comprehensive Plan FLU element subject to allocation of

flex units. The rezoning to RM-15 (Planned Development District) will facilitate residential uses in compliance with the Deerfield Beach Comprehensive Plan FLU designation. The request provides for additional housing opportunities within the City, consistent with the Goals, Objectives and Policies of the Deerfield Beach Comprehensive Plan.

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

The property is proposed to be rezoned to RM-15 (Residence, Multifamily) and development thereon will be subject to the approval of the Site Plan No. 21-RM15-64 and the flex units request, which will accompany the rezoning.

The predominant land use of the surrounding area, specifically within 500 feet of this property, includes a mix of single and multifamily residential development to the west, south, and east; an existing place of worship and associated off-site parking lot are directly east of the site. Adjacent uses to the north include open space and recreation, with the Pastor Willie James Ford, Sr. Linear Park contiguous to the property and the Tivoli Sand Pines Preserve across Southwest 10th Street.

SUMMARY & REQUIREMENTS

Staff's review of Application 21-R-194 has found that the proposed project is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan and Land Development Code.

This report contains the requirements of the Deerfield Beach Development Review Committee members relative to this site development plan application. If there are any questions or issues regarding compliance with any of the requirements in this report, the respective department should be contacted directly.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	SW 10th Ct. Townhomes Rezoning	Application No.:	21-R-194
Reviewer Name:	Jenna Lane	Project Address:	341, 351, 381, 421, & 441 SW 10th Ct.
Department/Division:	Planning & Zoning		
Position:	Planner		
Date of Review:	8/12/21		
Submittal No.:	1		

A. APPLICATION / GENERAL COMMENTS:

1.	Development Plan Application sheet does not include all properties included in scope. Provide the physical address for each property included in the scope of development (341,351,381,421, and 441 SW 10th Ct.). This can be revised at the office upon resubmittal.
1.a.	Comment addressed.
2.	Provide a project narrative that details the scope of work and the request to utilize 18 flex units for the proposed development project.
2.a.	Comment addressed.
3.	Additional comments may be forth coming based on resubmittal documents.
3.a.	Comment acknowledged.

B. SURVEY:

1.	Note 8. did not include the title commitment information. Per Section 98-13(8)(b)(5) Provide a title policy, title commitment, title search/exam, opinion of title or property information report current to within one year, identifying any encroachment, encumbrance, violation, or variance, as well as the date, policy number, issuers name, address and the disposition of all schedule B-II encumbrances.
1.a.	Comment addressed.
2.	Both gross and net site area calculations were not provided. Per Section 98-13(8)(b)(1) Provide a certified boundary survey, in conformance with Chapter 61G17, Florida Administrative Code which specifies gross and net site area (in acreage and square feet). Ensure the calculations provided on the site plan sheet are reflective of the survey sheet site area calculations.
2.a.	Comment addressed.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	SW 10th Ct. Townhomes -	Application No.:	21-R-194
Reviewer Name:	Harold Hoyte	Project Address:	441-341 SW 10th ct.
Department / Division:	Landscape		
Position:	Landscape Architect		
Date of Review:	3/17/21		
Submittal No.:	1		

A.

LANDSCAPE:	
1.	Rezoning approved as submitted.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	SW 10th Ct. Townhomes, Rezoning	Application No:	21-R-194
Reviewer Name:	Cesar E. Osegueda		
Department / Division:	Sustainable Management		
Position:	Code Compliance Spec.		
Date of Review:	03/03/2021		
Submittal No:	1		

A. RECYCLING & SOLID WASTE DIVISION:

1.	The above Rezoning, located at 441-341 SW 10 th Court, Deerfield Beach, FL 33441 has been reviewed by the Sustainable Management Dept. (Recycling and Solid Waste Management) and was found to be Acceptable as it relates to collection services and location of Recycling/Solid Waste Receptacles.
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Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	SW 10th CT Townhomes Rezoning	Application No.:	21-RM-194
Reviewer Name:	Alfonso Orellana		
Department / Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	03-10-21		
Submittal No.:	1		

A.

REZONING:	
1.	No Rezoning related comments.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

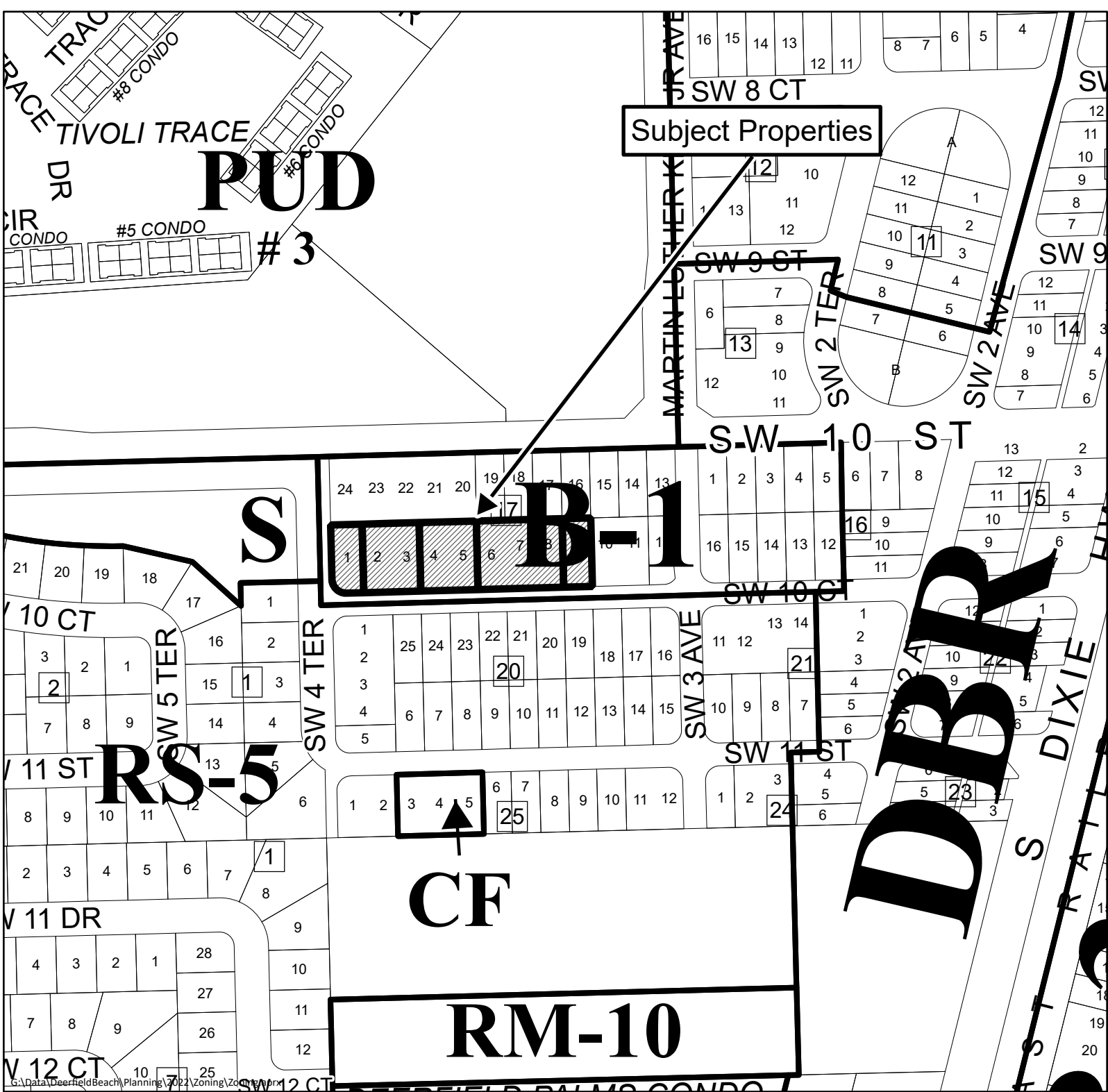
Project Name:	REZONE	Application No.:	21-R-194
Reviewer Name:	CAPTAIN MIKE HEFFERON		
Department / Division:	BSO FIRE PREVENTION		
Position:	CAPTAIN		
Date of Review:	02/22/21		
Submittal No.:	1		

A. APPLICATION / GENERAL COMMENTS:

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

1.	REZONING APPROVED AS SUBMITTED
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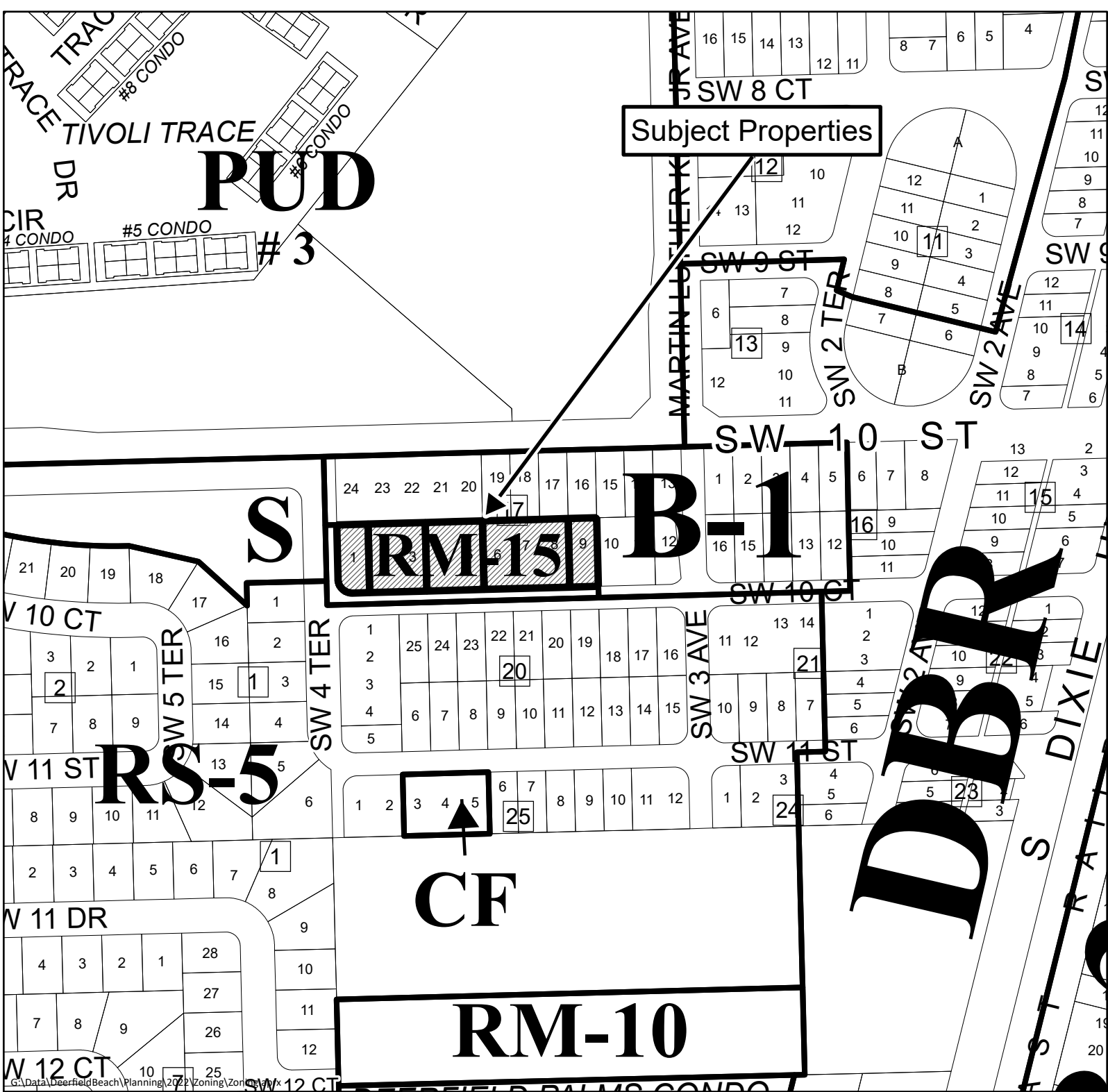
Existing Zoning Map

Rezoning Application No. 21-R-194

341 SW 10 Ct
 351 SW 10 Ct
 381 SW 10 Ct
 421 SW 10 Ct
 441 SW 10 Ct

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





Proposed Zoning Map

Rezoning Application No. 21-R-194

341 SW 10 Ct
 351 SW 10 Ct
 381 SW 10 Ct
 421 SW 10 Ct
 441 SW 10 Ct

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





DEVELOPMENT PLAN APPLICATION

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

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

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)

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

Project Name: 10th and Park Townhomes

Property Owner: Casual Friday DB 10th ST Townhomes LLC

Applicant (if different from Owner): _____

Agent (if different from Owner/Applicant): Shiff Construction & Development, Inc

Address of Property: 341, 351, 381, 421, 441 SW 10th Court, Deerfield Beach, FL 33441

Legal Description of Property (lot, block, tract, subdivision): _____

ARLINGTON PARK 11-52 B LOTS 1-9 BLK 17

Description of Project: 18 New Fee Simples Townhomes with Private Yards

New Development (Y/N): Yes

Zoning District: B-1 (RM-15 Proposed)

Existing Use: Vacant Land

Lot Area (acres): 1.5588

Sq. Ft. of Structure (existing): n/a

Modification to Existing Development (Y/N): No

Future Land Use Category: Commercial

Proposed Use: Residential

Number of Dwelling Units (proposed): 18

Sq. Ft. of Structure (proposed): 41,754

Agent Signature: _____

Name Printed: Justen Shiff

Address: 180 SW 6th Street
Pompano Beach FL 33060

Telephone: 954-524-2575

Email: jds@shiff.com

Owner Signature: _____

Name Printed: Justen Shiff

Address: 180 SW 6th Street
Pompano Beach FL 33060

Telephone: 954-524-2575

Email: info@10thandpark.com

Current Zoning District(s): B-1 Proposed Zoning District(s): RM-15
Site Area (Gross Acres): 1.25

Reason for the requested rezoning: The current B-1 zoning does allow for residential with commercial
on the ground floor. However, with the location of the linear park to the north and the surrounding
residential uses on and around 10th street, applicant believes that a commercial use would not be
viable or compatible.

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

Conditions have substantially changed since the present zoning district was placed on the

property. Originally the property was adjacent to SW 10th Street and B-1 zoning was appropriate for a property adjacent to SW 10th Street. While SW 10th Street is still a significant thoroughfare through the City, there have been changed conditions in that the area between the subject site and SW 10th Street has now been purchased by the City and is being used as a passive park. It would not be appropriate to have commercial zoning next to the passive park. The passive park serves as a buffer between SW 10th Street and the subject site which makes the subject site perfect for residential zoning.

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

The proposed zoning change from B-1 to RM-15 will not adversely influence residential living conditions. The proposed residential zoning will likely result in less traffic impacts to the adjacent residential streets. In addition, the subject sites front on SW 10th Court and thus have their own method of ingress and egress. Residential use is also less likely to generate adverse noise or lights on the neighboring residential uses. Finally, the residential use that is proposed for this project site is compatible with other adjacent residential uses and will not adversely impact residential living conditions.

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

The proposed change is compatible with the development in the adjacent and neighboring uses

and zoning. The property to the west and south is zoned RS-5 and the property to the east is zoned B-1, even though mostly vacant. In addition, the property to the north of the subject site is being utilized as a City passive park and then SW 10th Street exists. The proposed re-zoning to residential serves as a buffer between SW 10th Street and the other adjacent residential uses. In addition, it would not be appropriate to have commercial zoning between a passive park and residential zoning. The re-zoning to residential would be serve as an appropriate transition from the park to the neighboring residential uses. Thus, the proposing zoning is compatible with neighboring uses and zoning.



DISCLOSURE AFFIDAVIT

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

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

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

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

(Attach additional sheets as needed for each item.)

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

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

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

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

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

I, Justen Shift, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature

2/9/2021

Date

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

notarization, this 9th day of FEB, 2021 by

JUSTEN SHIFF (Affiant), who is personally

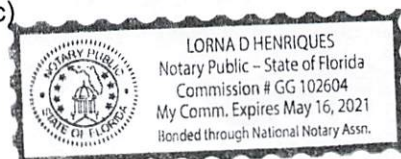
known to me or has produced _____ identification.

My commission expires: _____

Commission No.: _____

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

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





DISCLOSURE AFFIDAVIT

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

(Attach additional sheets as needed for each item.)

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



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



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

None

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

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

I, Rob A Feiner, have received a copy of the ordinance and understand the ordinance requirements.

Applicant [Signature]
Signature _____ Date 2/9/2021

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

notarization, this 9th day of February, 2021 by Rob A Feiner (Affiant), who is personally known to me or has produced _____ identification.

My commission expires: _____

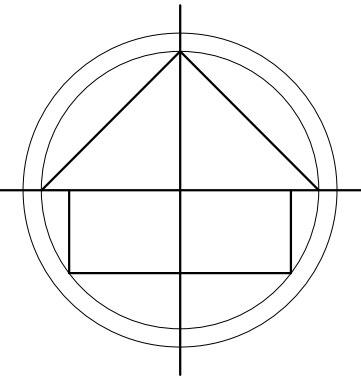
Commission No.: _____



Kathryn Coker
(Signature of Notary Public - State of Florida)

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

ALTA/NSPS LAND TITLE SURVEY



NOTES :

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SURVEY WAS DONE SOLELY FOR BOUNDARY PURPOSES AND DOES NOT DEPICT THE JURISDICTION OF ANY MUNICIPAL, STATE, FEDERAL OR OTHER ENTITIES.
3. THE LAND DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT.
4. UNDERGROUND IMPROVEMENTS NOT SHOWN.
5. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.
6. BENCHMARK REFERENCE : BROWARD COUNTY BENCHMARK # 2544 ELEVATION=10.37' (NAVD88)
7. THIS SURVEY WAS MADE IN ACCORDANCE WITH LAWS AND/OR MINIMUM STANDARDS OF THE STATE OF FLORIDA.
8. THE PROPERTY DESCRIBED HEREON (THE "PROPERTY") IS THE SAME AS THE PROPERTY DESCRIBED IN TITLE COMMITMENT ISSUED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, ORDER NO.: 9400132 WITH A COMMITMENT DATE: 04/12/2021 AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE PROPERTY OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE PROPERTY.

SCHEDULE B--II

6. RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF ARLINGTON PARK, RECORDED IN PLAT BOOK 11, PAGE 52, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (AFFECTS/PLOTTED)
7. ORDINANCE WITH THE BOARD OF COUNTY COMMISSIONERS FOR BROWARD COUNTY RECORDED IN OFFICIAL RECORDS BOOK 34145, PAGE 1891. (AFFECTS/NOT PLOTTABLE)
9. ALL UTILITIES SERVING THE PROPERTY ENTER THROUGH ADJOINING PUBLIC STREETS AND/OR EASEMENTS OF RECORD.
10. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "AH/15" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 0186 H, WITH A DATE OF IDENTIFICATION OF 08/18/14, FOR COMMUNITY NO. 125101, IN BROWARD COUNTY, STATE OF FLORIDA WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH THE PROPERTY IS SITUATED.
11. THERE ARE NO ENCROACHMENTS ONTO ADJOINING PREMISES, STREETS OR ALLEYS BY ANY BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS LOCATED ON THE PROPERTY, AND NO ENCROACHMENTS ONTO THE PROPERTY BY BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS SITUATED ON ADJOINING PREMISES.
12. THE PROPERTY HAS DIRECT ACCESS TO SW 10TH COURT AND SW 4TH TERRACE, A DEDICATED PUBLIC STREET AS SHOWN ON PLAT BOOK 11, PAGE 52, SAME BEING PAVED AND DEDICATED PUBLIC ROADWAYS MAINTAINED BY THE CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA.
13. THERE ARE NO STRIPED PARKING SPACES ON THE PROPERTY.
14. THERE IS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS AT THE PROPERTY.
15. THERE IS NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES AFFECTING THE PROPERTY, ACCORDING TO BROWARD COUNTY, FLORIDA.
16. THERE IS NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS AFFECTING THE PROPERTY.
17. THERE IS NO OBSERVED EVIDENCE OF USE OF THE PROPERTY AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

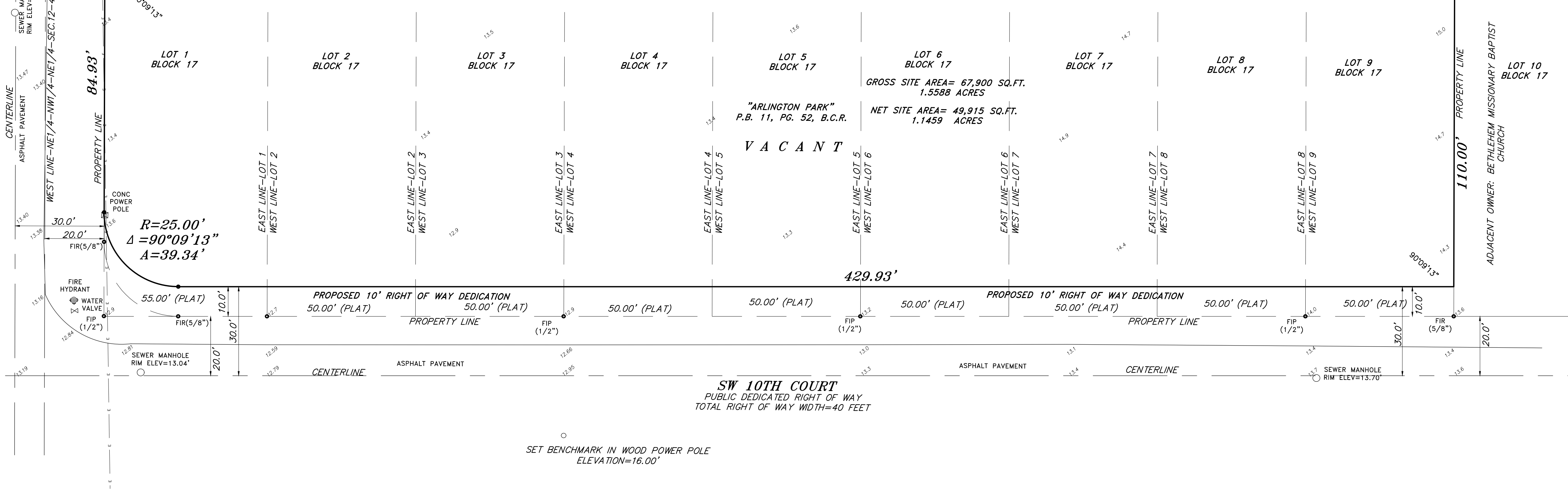
CERTIFIED TO:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 7 (A), (B) AND (C), 8, 9, 13, 14, 16 AND 17 OF TABLE A THEREOF.

THE FIELDWORK WAS COMPLETED ON FEBRUARY 03, 2021.

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

SW 4TH TERRACE
PUBLIC DEDICATED RIGHT OF WAY
TOTAL RIGHT OF WAY WIDTH=60 FEET



LOCATION MAP (NTS)



PROPERTY ADDRESS:

441 SW 10 COURT DEERFIELD BEACH, FL 33441
421 SW 10 COURT DEERFLIED BEACH, FL
381 SW 10TH COURT DEERFIELD BEACH, FL 33441
351 SW 10TH COURT DEERFIELD BEACH, FL 33441
341 SW 10TH COURT DEERFIELD BEACH, FL 33441

LAND DESCRIPTION :

LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9, BLOCK 17 OF
"ARLINGTON PARK", ACCORDING TO THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK 11, PAGE 52 OF THE PUBLIC
RECORDS OF BROWARD COUNTY, FLORIDA.

LEGEND:

CKD CHECKED BY
CONC CONCRETE
DWN DRAWN BY
FB/PG FIELD BOOK AND PAGE
SIR SET IRON ROD & CAP #6448
SNC SET NAIL AND CAP #6448
FIR FOUND IRON ROD
FIP FOUND IRON PIPE
FNC FOUND NAIL AND CAP
FND FOUND NAIL & DISC
P.B. PLAT BOOK
B.C.R. BROWARD COUNTY RECORDS
CBS CONCRETE BLOCK STRUCTURE
A/C AIR CONDITIONER
WM WATER METER
WV WATER VALVE
CO CLEAN OUT
TSB TRAFFIC SIGNAL BOX
TSP TRAFFIC SIGNAL POLE
PM PARKING METER
MLP METAL LIGHT POLE
EB ELECTRIC BOX
5.40 ELEVATIONS
ALTA AMERICAN LAND TITLE ASSOCIATION
NSPS NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS

COUSINS SURVEYORS & ASSOCIATES, INC.

3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION : LB # 6448
PHONE (954) 689-7766 FAX (954) 689-7799

CLIENT :

SHIFF CONSTRUCTION

341-441 SW 10TH COURT
DEERFIELD BEACH, FLORIDA

ALTA/NSPS LAND TITLE SURVEY

REVISIONS

DATE	FB/PG	DWN	CKD
09/18/19	SKETCH	AM	REC
02/03/21	SKETCH	JD	REC
06/25/21	-----	AM	REC
07/13/21	-----	AM	REC

PROJECT NUMBER : 9066-19

SCALE : 1" = 20'

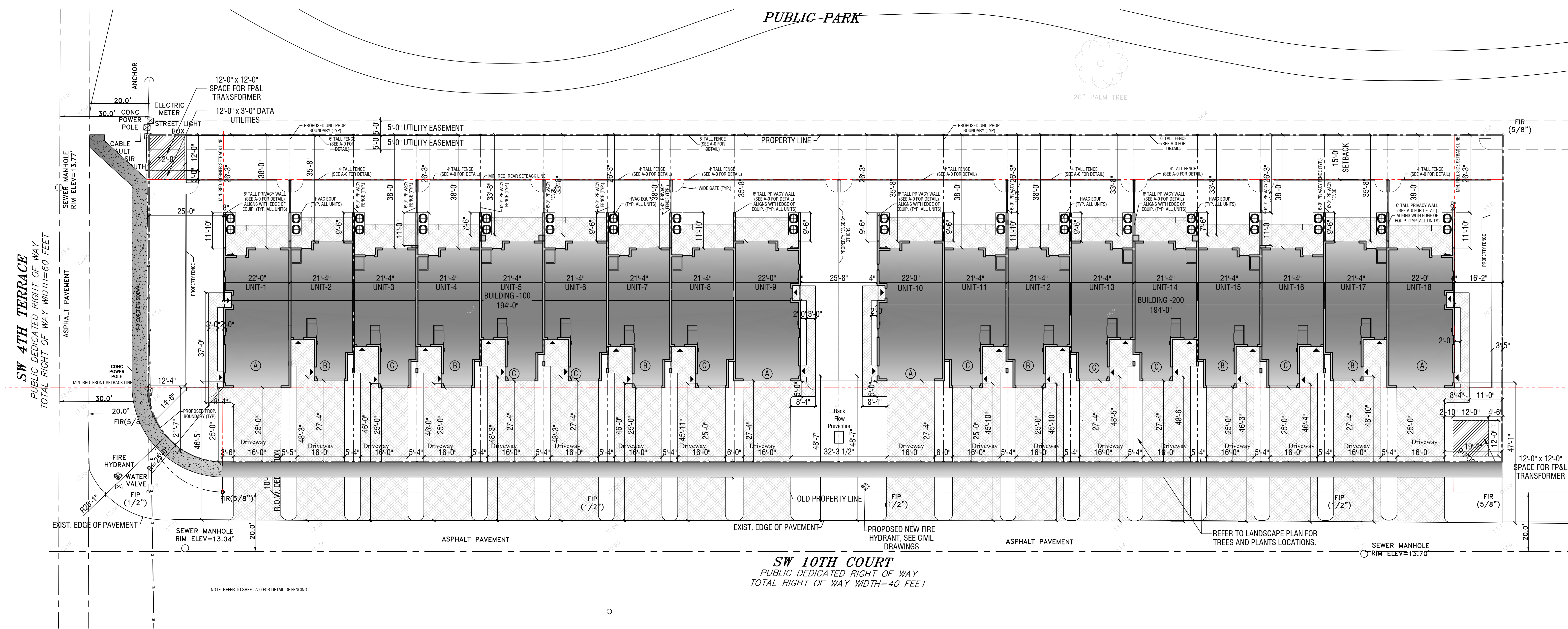
SHEET

1

OF

1

SHEET



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

LEGEND	
CONCRETE SIDEWALK	
CONCRETE BRICK PAVEMENT	
FPL EASEMENT	

EXISTING ZONING			B-1
PROPOSED ZONING			RM-15
TABLE BASED ON RM-15	REQUIRED	PROVIDED	
GROSS ACREAGE		1.5588 AC	
NET ACREAGE		1.1459 AC	
LOT COVERAGE (%)	40% MAX	37.7%	
LOT COVERAGE (SF)	19,966 SF	18,804 SF	
DENSITY	15 du/ac MAX	11.5 du/ac	
DWELLING UNIT COUNT	23 MAX	18	
SETBACK FRONT	25' MIN	25'	
SETBACK SIDE INTERIOR	16'-2" MIN	16'-2"	
SETBACK SIDE STREET	25' MIN	25'	
SETBACK REAR	21'-2" MIN	33'-8"	
BUILDING HEIGHT	75' MAX	32'-4"	
LOT AREA (NET)	2,900 SF MIN	49,915 SF	
LOT WIDTH	100 FT MIN	455 FT	
FLOOR AREA RATIO	N/A	84%	
GARAGE PARKING		22	
DRIVEWAY PARKING		36	
TOTAL PARKING	45	58	
LANDSCAPED SPACE	35% MIN	42%	
PERVIOUS	35% MIN	42%	
IMPERVIOUS	65% MAX	58%	
TOTAL ENCLOSED AREA		43,920 SF	

SITE DATA				
Gross Acreage of Site (including to c/l of ROW)				
67,900 sq.ft. - 1.5588 Acres				
Exist. Net Acreage of Site (before property dedication)				
54,465 sq.ft. - 1.2503 Acres				
Net Acreage of Site (after property dedication)				
49,915 sq.ft. - 1.1459 Acres				
Floor Area Ratio				
41,754 SQ. FT. X 100 / 49,915 SQ.FT =84%				
Pervious Area (Landscape)				
20,962 SF X 100 / 49,915 SQ. FT = 42%				
Impervious area				
28,953 SF X 100 / 49,915 SQ. FT = 58%				
Building	Plan A	Plan B	Plan C	Total
Bldg.-100	2	3	4	9 units
Bldg.-200	2	3	4	9 units
TOTAL	4	6	8	18 units
A/C Floor Area	Plan A	Plan B	Plan C	
	2,274 SF	1,933 SF	2,177 SF	
Garage Area	473 SF	292 SF	292 SF	
Covered Entry	12 SF	61 SF	61 SF	

PLAN A		PLAN B		PLAN C	
AREA CALCULATION		AREA CALCULATION		AREA CALCULATION	
FIRST FLOOR	514 SQ. FT.	FIRST FLOOR	556 SQ. FT.	FIRST FLOOR	596 SQ. FT.
SECOND FLOOR	881 SQ. FT.	SECOND FLOOR	819 SQ. FT.	SECOND FLOOR	819 SQ. FT.
THIRD FLOOR	848 SQ. FT.	THIRD FLOOR	541 SQ. FT.	THIRD FLOOR	787 SQ. FT.
TOTAL A/C SPACE	2,243 SQ. FT.	TOTAL A/C SPACE	1,960 SQ. FT.	TOTAL A/C SPACE	2,201 SQ. FT.
GARAGE	503 SQ. FT.	GARAGE	257 SQ. FT.	GARAGE	227 SQ. FT.
COVERED ENTRY	3 SQ. FT.	COVERED ENTRY	77 SQ. FT.	COVERED ENTRY	17 SQ. FT.
COVERED DECKS	286 SQ. FT.	COVERED DECKS	191 SQ. FT.	COVERED DECKS	187 SQ. FT.
OPEN DECKS	286 SQ. FT.	OPEN DECKS	386 SQ. FT.	OPEN DECKS	386 SQ. FT.
TOTAL	3,087 SQ. FT.	TOTAL	2,680 SQ. FT.	TOTAL	2,897 SQ. FT.
TOTAL A/C SPACE	2,243 SQ. FT.	TOTAL A/C SPACE	1,960 SQ. FT.	TOTAL A/C SPACE	2,201 SQ. FT.
GARAGE	503 SQ. FT.	GARAGE	257 SQ. FT.	GARAGE	227 SQ. FT.
TOTAL	2,746 SQ. FT.	TOTAL	2,212 SQ. FT.	TOTAL	2,458 SQ. FT.
TOTAL	5,402 SQ. FT.	TOTAL	6,638 SQ. FT.	TOTAL	9,002 SQ. FT.

ENCLOSED AREA - 21,900 SQ. FT. (EAST BUILDING 100)
ENCLOSED AREA - 21,900 SQ. FT. (WEST BUILDING 200)
TOTAL ENCLOSED AREA - 43,800 SQ. FT.

REVISIONS

REV	DATE	BY	DATE
1	06-11-21	RST	

The Benedict Bullock Group, PA

ARCHITECTURE • PLANNING

1325 NW 3RD STREET
DEERFIELD BEACH, FLORIDA 33442
(561) 576-5555
www.benedictbullockgroup.com

SUITE 101
FLORIDA 33442
FAX (561) 576-5559
Lic. No. 0A-3900589

10TH AND PARK TOWNHOMES

341, 351, 381, 421, 441 SW 10TH COURT

DEERFIELD BEACH, FLORIDA

ARCHITECT'S SEAL

BRIAN BULLOCK, ARCHITECT
AR 95754

DATE 10-09-2020
DRAWN BY RST
PROJECT NO. BS1965

SITE PLAN

SP-1

ALL IDEAS, DESIGNS, ARRANGEMENTS, & PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY, & THE PROPERTY OF THE ARCHITECT & WERE CREATED, EVOLVED, & DEVELOPED FOR USE ON, & IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY, OR DISCLOSED TO ANY PERSON, FIRM, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF BRIAN BULLOCK, ARCHITECT. WRITTEN PERMISSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALE DIMENSIONS. CONTRACTORS SHALL VERIFY & BE RESPONSIBLE FOR ALL DIMENSIONS & CONDITIONS ON THE JOB. THE ARCHITECT MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DETAILS OF ADEQUATE SCALE MUST BE SUBMITTED TO THE ARCHITECT FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION ON ITEMS SO NOTED.

Page 285 of 570



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1189

Agenda Date: 5/3/2022

Status: QUASI-JUDICIAL PUBLIC
HEARINGS

In Control: City Commission

Title

P.H. 2022-055: APPLICATION 21-RM15-64 (Project Name: 10th and Park Townhomes)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Current Activity

The Applicant, Casual Friday DB 10th ST Townhomes LLC, is seeking major site plan approval to construct an 18-unit townhouse development on a 1.59-acre (gross) undeveloped site. Two (2) residential buildings are proposed, each consisting of nine (9), 3-story townhouse units. The total floor area of the development is 41,754 square feet with each unit containing three (3) bedrooms, an attached garage, and private yard.

The subject property is located along Southwest Tenth Court adjacent to the Pastor Willie James Ford, Sr. Linear Park and bordering the Pioneer Grove Special Architectural District. The Pioneer Grove Design Standards have been incorporated into the proposed architectural elements of the building and throughout the site.

Separate requests have been submitted seeking approval for the proposed development of the subject property and are pending separate review and approval, as follows:

- Rezoning Application No. 21-R-194
- Request for the allocation of 18 flex units

A trip impact analysis was not required as part of this application since daily trip generation would not exceed 500 trips per day.

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

The applicant held a community meeting on February 21, 2022 to expand their public outreach efforts and obtain input from surrounding residents.

On February 23, 2022, the item was heard and approved by the Community Appearance Board.

On March 3, 2022, the Planning and Zoning Board voted unanimously to recommend approval of the application to the City Commission.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A MAJOR SITE PLAN FROM CASUAL FRIDAY DB 10TH ST TOWNHOMES, LLC, TO CONSTRUCT AN 18 UNIT TOWNHOME DEVELOPMENT ON THE PROPERTY LOCATED AT 341, 351, 381, 421 & 441 SW 10th COURT (APPLICATION NO. 21-RM15-64); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 21-RM15-64 (the “Site Plan Application”) has been submitted to the City by Casual Friday DB 10th ST Townhomes, LLC (the “Applicant”) seeking site plan approval to construct a three story, 18-unit residential townhome development on the property located at 341, 351, 381, 421 & 441 S.W. 10th Court, Deerfield Beach, Florida (the “Development”); and

WHEREAS, the Development site is approximately 1.59 gross acres of land consisting of five parcels generally described as LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9, BLOCK 17, ARLINGTON PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGE(S) 52, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, and located at 341, 351, 381, 421 & 441 S.W. 10th Court, Deerfield Beach, Florida, (collectively, the “Property”); and

WHEREAS, the proposed Development includes two residential buildings, each consisting of nine (9), 3-story townhouse units, with each unit containing three bedrooms, an attached garage, and private yard; and

WHEREAS, the Site Plan Application was previously reviewed by City staff, and on February 23, 2022, the Community Appearance Board approved the Site Plan Application; and

WHEREAS, the Planning and Zoning Board voted unanimously to recommend approval of the Site Plan Application on March 3, 2022; and

WHEREAS, based upon the evidence in the record and presented at the hearing before the City Commission, the City Commission finds that all applicable Land Development Code requirements have been met, the Site Plan Application is consistent with the City’s Comprehensive Plan and approval of the Site Plan Application is in the best interests of the City.

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

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

Section 2. The Site Plan Application is hereby approved, subject to all requirements set forth in the DRC report, as amended, dated March 3, 2022, which shall be deemed conditions of this approval and shall be satisfied.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING A MAJOR SITE PLAN FROM CASUAL FRIDAY DB 10TH ST TOWNHOMES, LLC, TO CONSTRUCT AN 18 UNIT TOWNHOME DEVELOPMENT ON THE PROPERTY LOCATED AT 341, 351, 381, 421 & 441 SW 10th COURT (APPLICATION NO. 21-RM15-64); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 21-RM15-64 (the “Site Plan Application”) has been submitted to the City by Casual Friday DB 10th ST Townhomes, LLC (the “Applicant”) seeking site plan approval to construct a three story, 18-unit residential townhome development on the property located at 341, 351, 381, 421 & 441 S.W. 10th Court, Deerfield Beach, Florida (the “Development”); and

WHEREAS, the Development site is approximately 1.59 gross acres of land consisting of five parcels generally described as LOTS 1, 2, 3, 4, 5,6, 7, 8 AND 9, BLOCK 17, ARLINGTON PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGE(S) 52, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, and located at 341, 351, 381, 421 & 441 S.W. 10th Court, Deerfield Beach, Florida, (collectively, the “Property”); and

WHEREAS, the City Commission finds that the Site Plan Application for the Property fails to satisfy the requirements of Section _____ of the City of Deerfield Beach Land Development Code.

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

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

Section 2. The Site Plan Application is hereby denied based upon the failure to meet the requirements of Section _____ of the City of Deerfield Beach Land Development Code.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



PUBLIC HEARING NOTICE

April 22, 2022

Dear Property Owner:

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

P.H. 2022-055: Applicant: **APPLICATION 21-RM15-64 (Project Name: 10th and Park Townhomes) Casual Friday DB 10th ST Townhomes LLC represented by Shiff Construction & Development, Inc.**

Proposal: Major Site Plan application seeking approval to construct 18 townhomes.

Location: The properties are generally described as several parcels of land on LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9, BLOCK 17, ARLINGTON PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGE(S) 52, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, and located at **341, 351, 381, 421, & 441 SW 10th Court.**

A public hearing will be held on **TUESDAY, MAY 3, 2022 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and/or utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting). All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/agendas or from the Planning and Development Services Department during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

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

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

Samantha Gillyard, CMC, City Clerk



Development Review Committee Summary Report Development Plan Application Review

General Information

Application No.	21-RM15-64										
Project Name:	10 th and Park Townhomes Site Plan										
Applicant:	Casual Friday DB 10 th ST Townhomes LLC										
Agent:	Shiff Construction & Development, Inc.										
Requested Action/Description:	Major Site Plan application seeking approval to construct 18 townhomes.										
Location:	341, 351, 381, 421, & 441 SW 10 th Court										
Legal Description:	Generally described as several parcels of land on LOTS 1-9, BLOCK 17, ARLINGTON PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGE(S) 52, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA										
Size:	1.59 gross acres (1.14 net acres)										
Existing Zoning:	B-1 (Business, Community)										
Existing Land Use:	Vacant land										
Future Land Use Plan Designation:	Commercial										
Surrounding Land Use and Zoning:											
	<table><thead><tr><th><u>Existing Land Use</u></th><th><u>Zoning</u></th></tr></thead><tbody><tr><td>North: Pastor Willie James Ford Sr. Linear Park</td><td>B-1 (Business, Community)</td></tr><tr><td>East: Bethlehem Missionary Baptist Church Off-site Parking Lot</td><td>B-1 (Business, Community)</td></tr><tr><td>South: Single-Family Residences</td><td>RS-5 (Residence, Single-Family)</td></tr><tr><td>West: Pastor Willie James Ford Sr. Linear Park</td><td>S (Open Space)</td></tr></tbody></table>	<u>Existing Land Use</u>	<u>Zoning</u>	North: Pastor Willie James Ford Sr. Linear Park	B-1 (Business, Community)	East: Bethlehem Missionary Baptist Church Off-site Parking Lot	B-1 (Business, Community)	South: Single-Family Residences	RS-5 (Residence, Single-Family)	West: Pastor Willie James Ford Sr. Linear Park	S (Open Space)
<u>Existing Land Use</u>	<u>Zoning</u>										
North: Pastor Willie James Ford Sr. Linear Park	B-1 (Business, Community)										
East: Bethlehem Missionary Baptist Church Off-site Parking Lot	B-1 (Business, Community)										
South: Single-Family Residences	RS-5 (Residence, Single-Family)										
West: Pastor Willie James Ford Sr. Linear Park	S (Open Space)										
Applicable Regulations:	Deerfield Beach Land Development Code										
Plat Restrictions:	N/A										

Department Comments & Requirements

REQUEST:

The Applicant, Casual Friday DB 10th ST Townhomes LLC, is seeking major site plan approval to construct an 18-unit townhouse development on a 1.5588-acre (gross) undeveloped site. Two (2) residential buildings are proposed, each consisting of nine (9), 3-story townhouse units. The total floor area of the development is 41,754 square feet with each unit containing three (3) bedrooms, an attached garage, and private yard.

BACKGROUND:

The subject property is located along Southwest Tenth Court adjacent to the Pastor Willie James Ford, Sr. Linear Park and bordering the Pioneer Grove Special Architectural District. The Pioneer Grove Design Standards have been incorporated into the proposed architectural elements of the building and throughout the site.

The Applicant has also submitted Rezoning Application No. 21-R-194, seeking approval to rezone the subject property from B-1 (Business, Community) zoning district to RM-15 (Residence, Multifamily). The rezoning request is being reviewed concurrently with the site plan.

Additionally, it should be noted that the Applicant is also requesting the allocation of 18 flex units. The request is being reviewed concurrently with the site plan and rezoning applications, subject to City Commission approval to accommodate the proposed development.

A trip impact analysis was not required as part of this application since daily trip generation would not exceed 500 trips per day.

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

On February 23, 2022, the item was heard and approved by the Community Appearance Board.

Prior to the application being heard by the Planning and Zoning Board, the Applicant held a community meeting on February 21, 2022 to expand their public outreach efforts and obtain input from surrounding residents.

On March 3, 2022, the Planning and Zoning Board voted unanimously to recommend approval of the application to the City Commission.

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS:

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

PLANNING CONSIDERATIONS:

1. Compliance with the Comprehensive Plan. Per Section 98-9, no permit or approval for development of land shall be approved which does not comply with the goals, objectives and policies (GOPs) of the Deerfield Beach Comprehensive Plan. The Future Land Use (FLU) Map designation identifies the parcel as Commercial. Per the FLU Element, flex units are available to be allocated to commercial land uses. Provided that the flex unit request associated with the proposed development receives City Commission approval, then the proposed use of the property is permitted within this designation and in compliance with the Deerfield Beach Comprehensive Plan FLU element.
1. Land Development Requirements: Pursuant to the City of Deerfield Beach official zoning map, the property is currently located within the B-1 zoning district. The Applicant has submitted Rezoning Application No. 21-R-194 to rezone the property to RM-15, which is being reviewed concurrently with this application. If the lots are rezoned to RM-15, and Pursuant to the Deerfield Beach Land Development Regulations, the proposed development of townhouses is a permitted use subject to approval by the City Commission.
2. Finding of compatibility of a proposed development with adjacent and neighboring (500 feet) uses and zoning; Per Section 98-17(15), there must be a finding of compatibility as defined in the Land Development Regulations, between adjacent and neighboring uses (500 feet) and the proposed development. By definition, compatibility is to be measured based on the following compatibility characteristics of the proposed development in relationship to the immediate surrounding area:

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

The proposed development is a permitted use in the RM-15 zoning district. The adjacent uses, structures, and activities surrounding the property include a mix of single and multifamily residential uses to the west, south, and east, as well as an existing place of worship with an off-site parking lot. Adjacent uses to the north include open space and recreation, with the Pastor Willie James Ford, Sr. Linear Park contiguous to the property and the Tivoli Sand Pines Preserve across Southwest 10th Street.

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

The proposed layout of the site demonstrates two (2) multifamily buildings, each containing nine (9), 3-story, three (3) bedroom townhome units. Each of the units are proposed with driveways, attached garages, and private yards. The maximum building height is demonstrated as 32'-4" with a total gross floor area of 41,754 square feet. Due to the proposed horizontal articulation of each unit, setbacks for the front yards vary between 25'-0" and 27'-4", as well as for the rear yards, between 35'-0" and 38'-0". The street side corner setback is 25'-0, as measured from the east property line (along SW 4th Terrace) with an interior side setback of 16'-2" from the westerly property line. A distance of 25'-8" is demonstrated between the buildings.

Of the proposed townhomes units three (3) distinct floor plans proposed: A, B, and C. Floor Plan A is proposed for each buildings' end-units (identified as units 1, 9, 10, and 18) and demonstrates a two-car garage, with a total A/C area of 2,243 square feet. Plans B and C both propose one-car garages, total A/C areas of 1,955 square feet and 2,201 square feet, respectively.

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

The applicant is proposing 16'-0" private driveways for each unit along Southwest 10th Court, with a 5'-4" separation between each. The site plan demonstrates a total of 22 garage and 36 driveway parking spaces, exceeding the minimum amount of 45 spaces required by Code.

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

Although the level of intensity is expected to increase as a result of new development to the undeveloped site, impacts to sound and lighting are anticipated to be minimal due to the nature of the residential use proposed and the existing residential and residentially-compatible uses surrounding the site.

A trip generation analysis was submitted by KBP Consulting, Inc. on behalf of the applicant and since the number of daily trips did not exceed 500 trips, a traffic impact statement was not required.

(e) Alteration of light and air;

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

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

The proposed buildings are located 25'-0" from the corner side (east) property line, 25'-0" or 27'-4" feet from the front (south) property line (due to the architectural articulation of the units), 16'-2" from the side (west) property line, and 35'-8" or 38'-0" inches from the rear (north) property line, which complies with the required setbacks for the RM-15 zoning district as established by Code.

A 6-foot-high aluminum fence is proposed along the rear and side perimeter of the proposed development, with 4-foot-high aluminum fencing enclosing the rear yards for each townhouse unit. A 6-foot high solid privacy wall divides each of the units, extending approximately 10 feet into the rear yards. Landscaping is included on the plans and in compliance with Code requirements.

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

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

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

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

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

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

SUMMARY & REQUIREMENTS

Staff's review of Application 21-RM15-64 has found that the proposed project is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan and Land Development Code.

This report contains the requirements of the Deerfield Beach Development Review Committee members relative to this site development plan application. If there are any questions or issues regarding compliance with any of the requirements in this report, the respective department should be contacted directly.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	SW 10th Ct Townhomes	Application No.:	21-RM15-64
Reviewer Name:	Jenna Lane	Project Address:	341, 351, 381, 421, 441 SW 10th Ct.
Department/Division:	Planning & Zoning		
Position:	Planner		
Date of Review:	2-15-22		
Submittal No.:	4		

A. APPLICATION / GENERAL COMMENTS:

1.	Per the requirements of Chapter 98-17.1 the applicant is required to pay impact fees for Public Safety and Parks. Payment of these fees are due at the time of Building permit submittal. Please note that if the project changes in size or intensity, the below calculations may also change. An impact fee calculation sheet will be given to the applicant when the project is complete. 1. Fire Rescue \$ <u>4191.66</u> 2. Police \$ <u>5126.22</u> 3. Parks \$ <u>27,504.00</u>
1.a.	Comment acknowledged.
2.	All resubmittals shall be provided with a written narrative responding to all comments.
2.a.	Comment acknowledged.
3.	Prior to resubmittal, contact Jenna Lane, Planner and Veronica Rodriguez at jlane@deerfield-beach.com and vrodriquez@deerfield-beach.com to schedule a Development Review Committee meeting.
3.a.	Comment acknowledged.
4.	Community Appearance Board approval is required prior to approval of site plan. Staff will notify the applicant once application submittal is to be scheduled as item on an agenda. The applicant shall provide both existing and proposed elevations to determine building facades will complement each other. Once staff has advised the item is ready to be scheduled for CAB, submit five (5) sets of revised plans in 11" x 17" with Community Appearance Board application, which include colored building elevations and complete site plan sets.
4.a.	Comment acknowledged.
5.	Community Meeting - Prior to being scheduled for a public hearing, the Applicant is required to hold its own meeting with the surrounding community to explain the proposed project and seek feedback. At a minimum, the applicant must invite all properties within 500 feet of the subject site.
5.a.	Comment acknowledged.

Development Plan Application Comments

6.	Per Sec. 98-35, all applications proceeding to City Commission shall comply with requirements for public notice, including submittal of all required fees, documents, and labels for notice to property owners, on-site signage, and newspaper publishing. Applicants are only permitted to begin the public notification process upon determination by Planning & Zoning staff that the item has been scheduled for an upcoming public hearing. The Public Notice Checklist is attached and can be accessed at http://www.deerfield-beach.com/DocumentCenter/View/12586/Public-Notice-Checklist .
6.a.	Comment acknowledged.
7.	Response sections in the Disclosure Affidavit for Vittoria Palmieri were left blank. Per Section 98-13(b)(5), provide a disclosure affidavit, completed in full, for Vittorio Palmieri, as response sections were left blank.
7.a.	Comment closed. Vittorio Palmieri is no longer the property owner.
8.	This property is subject to Broward County transportation concurrency approval, based on the level of development intensity shown on the plat for this site. At this time, the applicant is advised to verify with Broward County whether an amendment to the restrictive note on the plat is required. Plat note amendments also require City approval pursuant to subsection 98-17 of the Land Development Code. The issuance of building permits may be delayed until such requirements are satisfied. Please provide a Plat Determination letter from the County to confirm whether amendments to the plat/plat note restriction are required.
8.a.	Comment addressed. Applicant provided correspondence from the Planning Council stating the site was exempt from requirements to amend the plat.
9.	You are required to contact Broward County's Environmental Protection and Growth Management Department, Development and Environmental Regulation Division (954-357-6666) concerning their transit-oriented concurrency process. Provide documentation that this has been completed and that any payments have been made as appropriate.
9.a.	Comment acknowledged. Applicant provided documentation of application submittal.
10.	Prior to the issuance of a building permit, the applicant must receive a Certificate of Concurrency Letter from the Planning and Development Services Department. This letter will serve as the Development Permit as required under Section 98-18 of the Land Development Code of the City of Deerfield Beach for approval of the site plan.
10.a.	Comment acknowledged.
11.	Cost recovery fees – pursuant to Chapter 98, Article VII of the Land Development Code, cost recovery fees will be payable by the Applicant for review of the application. A cost recovery account will need to be established with the City, with payment required prior to being scheduled for the first public hearing. This fee is payable to the City of Deerfield Beach. Should the City's consultant fees exceed the deposit amount, additional fees may be payable by the Applicant. The current estimated amount of cost recovery fees required for the traffic engineering review of this application is \$1,225.00. Submit the required fee in a check payable to the City of Deerfield Beach upon application resubmittal.
11.a.	Comment addressed.

Development Plan Application Comments

12.	Per Section 98-13(8)(j), the attached document titled Conceptual Engineering Plan are advisory comments and shall be addressed upon submittal of the engineering permit. Applicant must not resubmit conceptual engineering plan sets or address these comments during the DRC process.
12.a.	Comment acknowledged.
13.	Development Plan Application sheet does not include all properties included in scope. Provide the physical address for each property included in the scope of development (341,351, 381,421, and 441 SW 10 th Ct.).
13.a.	Comment addressed.
14.	Omit Conceptual Engineering Sheet C-1 from the Development Application Plan Set. Per Section 98-13(8)(j), conceptual engineering plans shall be submitted as separate set.
14.a.	Comment addressed.
15.	Revise the project narrative to address the following: a. Confirm whether the proposed development will be phased. b. Reference the development is proposed to comply with the RM-15 Zoning District, rather than the LAC. Clarify the statement referencing the LAC Zoning District criteria's application to the proposed development project. c. Provide details on the intent of utilizing flex units for the proposed project. Include the amount of flex units that are requested (18 flex units).
15.a.	Comment addressed. Project narrative confirms that the development is not phased, and includes the request for flex units.
	NEW COMMENT 8/16/21
16.	Be advised that Per Section 98-13(b)(4) and as provided in the City's fee schedule (Resolution 2018/194), the initial site plan application fee includes the first review plus two resubmittals. Any resubmittal after the 3rd site plan review requires a fee of 30% of the initial application fee to be submitted for each submittal thereafter, amounting to \$684.00.
16.a.	Comment acknowledged.

B.

COVERPAGE:	
1.	Omit the plumbing, hardware, general construction notes, and symbols table from the cover page.
1.a.	Comment addressed.
2.	The address range on the cover page includes properties not proposed in the scope of work. Provide the physical address for each property included in the scope of development (341,351, 381,421, and 441 SW 10 th Ct.). Ensure the title bars and all applicable portions of the plan set are revised to reflect the changes.
2.a.	Comment addressed.
3.	Per Section 98-13(8)(a)(3) Revise the location map to show adjacent land use and zoning and all curbs and median cuts within 300 feet
3.a.	Comment addressed.
4.	Index lists sheets in incorrect order. Per Section 98-13(8), the plan set should be in the following order: cover page, survey, site plan, elevations, floor plans, landscape plan, irrigation plan, and photometric plan. Revise the order of the plan set and the index on the cover page to meet Code requirements.

Development Plan Application Comments

	Additionally, omit conceptual engineering sheet C-1 from sheet index and ensure the sheet is removed from the plan set.
4.a.	Comment addressed.
5.	Property owner contact information was not provided. Per Section 98-13(8)(a)(5) Provide contact information of the applicant, property owner, and architect/engineer of record.
5.a	Comment addressed.

C.

SURVEY:	
1.	Note 8. Did not include the title commitment information. Per Section 98-13(8)(b)(5) Provide a title policy, title commitment, title search/exam, opinion of title or property information report current to within one year, identifying any encroachment, encumbrance, violation, or variance, as well as the date, policy number, issuers name, address and the disposition of all schedule B-II encumbrances.
1.a.	Comment addressed.
2.	Both gross and net site area calculations were not provided. Per Section 98-13(8)(b)(1) Provide a certified boundary survey, in conformance with Chapter 61G17, Florida Administrative Code which specifies gross and net site area (in acreage and square feet). Ensure the calculations provided on the site plan sheet are reflective of the survey sheet site area calculations. Note per Code Section 98-3, gross area is the “building site and one-half of the area of all abutting public streets and alleys” and the net lot area is “the horizontal plane area within the lot lines expressed in these regulations in square feet or acres exclusive of public or private dedications.”
2.a.	Comment addressed. Survey updated to reflect site calculations based upon dedication of right-of-way.

D.

SITE PLAN:	
1.	Lot Coverage, Square footage of uses, setbacks, and parking calculations were not included in the site data table, in addition to required and proposed columns. Per Section 98-13(8)(c)(16) The site data table must include a “required” and “proposed” column for the following information: Maximum height of all buildings Minimum Lot Area Lot coverage Total landscape (pervious) and impervious area Existing and proposed land uses and zoning designations Total number of dwelling units and bedroom count Floor area ratio (FAR) Gross and net acreage of total site (net acre existing and proposed with ROW dedication considered) Total percentage of landscaped open space Square footage of all proposed uses Minimum building setback to all property lines (existing, required and proposed)

Development Plan Application Comments

	Total number of parking spaces (existing, required, and proposed, including compact. Note: additional comments are forthcoming pending review of the resubmittal.
1.a.	Comment partially addressed. Update the site data table to include the following: a. Proposed lot coverage calculation in both square feet and percentage ratio on the site data table. b. Provide the required and proposed minimum lot width in the site data table.
1.b.	Comment addressed.
2.	Remove "Total" Column for floor area breakdown, as the totals provided are not pertinent to the development regulations. Refer to the comment above for the required information to be included in the site data table.
2.a.	Comment partially addressed. Omit the total bedroom and bathroom calculations. Relocate the total garage and driveway parking spaces to the parking calculation section of the table.
2.b.	Comment addressed.
3.	Demonstrate all proposed setbacks for each proposed dwelling unit. Ensure that the setbacks are measured from new lot lines, as required for the required right-of-way dedication. Refer to Engineering comments.
3.a.	Comment partially addressed. It appears the proposed fence setback demonstrated for Unit 1 is not being measured from the proposed property line as they are demonstrated for the from the edge of the sidewalk, meanders from the proposed lot line. Revise the site plan to demonstrate the setback from the proposed lot line to the closest projection of the fencing located near Unit 1.
3.b.	Comment addressed.
4.	Provide a plan demonstrating the proposed lot lines for each fee-simple townhome property demonstrating compliance with minimum standards of the RM-15 Zoning District per Code Section 98-61.
4.a.	Comment addressed. Proposed lot lines have been demonstrated on the site and building floor plan sheets.
5.	Net Acreage of Site lists 54,464 SF; however, the survey demonstrates the net area as 54,465 SF. Revise the site plan to reflect the site area calculations provided on the survey. Ensure consistency throughout sheets. Additionally, the proposed net in the site data table must be included in the site data table and all calculations must be revised to reflect new property lines.
5.a.	Comment addressed.
6.	Ensure the gross site area calculation demonstrated on the site data table is consistent with calculation provided in the revised survey. Provide both existing and proposed gross and net area with consideration to the required right of way dedication.
6.a.	Comment not addressed. Calculations only appear to be for the proposed property lines; provide the "existing" net site area calculation.
6.b.	Comment addressed.
7.	Multiple dashed lines are demonstrated throughout the site plan drawing which appear to have different representation. Provide a legend and/or label what each type of dashed line (in addition to hatching) represents. For example, all materials provided for bridges and driveway should be provided in legend. If dashed lines representing balconies and overhangs are within the ground floor

Development Plan Application Comments

	building footprint (i.e. dashed lines shown within garage) demonstrated on the site plan, remove them from the site plan drawing.
7.a.	Comment not addressed. Driveway material, balcony overhangs, and patio material were not identified. Provide a legend or labels to identify the features demonstrated on the site plan.
7.b.	Comment addressed.
8.	Site Plan demonstrates dashed lines in the rear yards for what are labeled as "Covered" and "Open Deck" on Sheet A-1. Ensure that proposed setback dimensions are demonstrated from the furthest most projecting portion of the proposed units and for the balconies. Additionally, lot coverage must reflect the enclosed and roofed structures, including the covered decks demonstrated on the 2 nd and 3 rd Floors.
8.a.	Comment partially addressed. Refer to comment below regarding lot coverage calculations.
8.b.	Comment addressed.
9.	Per Section 98-13(8)(c)(1) Provide a scaled drawing illustrating site boundaries, proposed buildings and other structures, and any existing buildings and structures to be retained, including use, height, dimensions, and setbacks. Dimensions of all proposed structures (including but not limited to buildings and units, driveways, and bridges) were not demonstrated/provided on the site plan. Ensure provided dimensions are consistent with building and floor plan sheets within the plan set. Additionally, ensure that distance separation measurements are also provided.
9.a.	Comment partially addressed. Revise the site plan drawing to demonstrate the proposed distance between the driveways on the site plan. Ensure both are measured along the property line.
9.b.	Comment addressed.
10.	Provide a site detail sheet demonstrating proposed parking space/driveway details, fencing, retaining wall, and screening for mechanical equipment.
10.a.	Comment not addressed. Although aluminum fencing was demonstrated on the elevation sheet A-0, driveway details and the partition walls demonstrated on the elevation sheets were not included. Provide a site detail sheet, located behind the site plan sheet SP-1, demonstrating the driveway details and partition walls.
10.b.	Comment addressed.
11.	Clarify the "other equipment" within the proposed 12'x3' area designated along the northwest portion of the site. Additionally, confirm if the proposed locations for the FPL transformers on the NW and SE portions of the site were required by FPL.
11.a.	Comment partially addressed. Remove indication of area proposed for "other equipment" outside of the property boundaries. Note that if the proposed transformer locations are deemed unnecessary or are to be relocated/removed that the landscape and irrigation plans shall be revised through the minor site plan modification application process.
11.b.	Comment acknowledged.
12.	Clarify what the rectangle in between the proposed buildings with the acronym "B.F.P." represents. Ensure setback measurement is demonstrated on the site plan.

Development Plan Application Comments

12.a.	Comment addressed.
13.	Site plan drawing demonstrates area to the north inconsistent with the scale (1:20) listed on the site plan sheet. Ensure the entire site plan drawing accurately reflects the scale referenced on the sheet.
13.a.	Comment not addressed. The park demonstrated to the north of site is inconsistent with the listed scale.
13.b.	Comment addressed.
14.	Revise the site plan to identify the 5'-0" sidewalks as proposed. Ensure the proposed sidewalks are clearly demonstrated on the plans with solid lines. Show sidewalk dimensions – sidewalks will be required along all roadways – a minimum five foot (5') width along property lines abutting a Broward County Trafficway. Sidewalks will be continued through all drives (ingress/egress access points to said project).
14.a.	Comment addressed.
15.	Per Section 98-13(8)(c)(7) Provide existing and proposed light pole locations.
15.a.	Comment addressed.
16.	Proposed bridges, retention area, and access to the park as demonstrated on the plans are to be discussed during the DRC meeting.
16.a.	Comment addressed. Bridges removed from plans based on discussion during DRC meeting.
NEW COMMENTS 8/16/21	
17.	An asterisk is shown beside the required parking calculation in the site data table; however, a notation clarifying the purpose of the asterisk was not provided. Clarify the demonstrated parking calculation data. Additionally, per <i>Schedule B.- Off-street Parking Requirements</i>, the required parking for multifamily developments is two spaces per each two-bedroom dwelling and one-half space for each additional bedroom. Therefore, 2.5 spaces are required per each three-bedroom unit, totaling 45 spaces.
17.a.	Comment addressed.
18.	Identify and label what appears to be mechanical equipment in the proposed backyards. Clarify why several units (Unit 5, 8, 11, and 14) demonstrate mechanical equipment beyond the patio area.
18.a.	Comment partially addressed. Although floor plan was amended to address the correction, the site plan was not updated. Revise the site plan and all applicable sheets (including but not limited to sheets LP-1, TDP-1, and PH-1) to demonstrate consistency with the floor plan sheets.
18.b.	Comment addressed.
19.	Correct the height listed on the site data table to comply with Code requirements. Per Code Section 98-3, <i>building height</i> is defined as the “vertical distance from the finish grade at the center of the front of the building to...the mean heights level between eaves and ridges for gable, hip and gambrel roofs...” and to “...the highest point of the roof surface for a flat roof.” Refer to Comment no. 1 in <i>Table E.- Elevations</i> .
19.a.	Comment partially addressed. The elevations demonstrate the height as measured from the “Top of Slab”, which does not comply with Code. Revise the elevations to demonstrate the height as measured from the finish grade. Ensure the site data reflects the correction.
19.b.	Comment addressed.
20.	Revise the required “rear” and “interior side” setbacks listed in the table based on

Development Plan Application Comments

	the corrected building height and reflective of the additional feet required per Code Section 98-61.- <i>Schedule of Dimensional Regulations</i> . Note, an additional one foot of setback is required for every two feet of building height above 20 feet.
20.a.	Comment partially addressed. "Minimum required side setback line" is demonstrated in a location inconsistent with the identified dimension. Either omit the line from the plans or demonstrate the line in the correct location.
20.b.	Comment addressed.
21.	Identify and label the partition walls on the site plan as demonstrated on the elevation sheets.
21.a.	Comment addressed.
22.	Clarify difference between "unit count" and "density" calculations in site data table as it appears they're used interchangeably. Remove reference to unit numbers as only density should be used. Ensure density calculation provided demonstrates 23 units as maximum permitted and provided is 18 units.
22.a.	Comment addressed.

E.

ELEVATIONS:	
1.	Height is measured incorrectly and must be revised to reflect Code requirement. Per Code Section 98-3, building height is measured as the vertical distance from the finish grade at the center of the front of the building to the highest point of the roof surface for a flat roof.
1.a.	Comment not addressed. Height provided on the site data table on sheet SP-1 is inconsistent with elevation sheets. Note that since both flat and hip/gambrel roofs are proposed, the greater of the two heights shall be utilized determining the proposed building heights.
1.b.	Comment not addressed. Refer to comment 19.a. of <i>Table D. Site Plan</i> .
1.c.	Comment addressed. Height is proposed as 32'-4" consistently throughout plans in compliance with Code requirements.
2.	Dimensions of all features of elevations were not demonstrated on elevations. Per Section 98-13(8)(d)(1) Provide scale drawing illustrating all elevations of all principal and accessory buildings and structures, including height, dimensions, color, surface materials and texture.
2.a.	Comment not addressed. Dimensions were not provided for the east and west elevations shown on sheets A-1 and A-2. Ensure the partition wall is dimensioned.
2.b.	Comment not addressed. Partition walls not dimensioned or labeled.
2.c.	Comment addressed.
3.	Provide linear dimensions on the elevations identifying each of the units.
3.a.	Comment addressed.
4.	Per Chapter 78-7(b)7. and 13. A minimum of two building materials and two building paint colors (primary and secondary) are required. Provide specific color codes and building materials in the legend for each color/material proposed.
4.a.	Comment addressed.
5.	Provide navigational orientation (north, west, east, south) of all elevations for each building proposed and specify whether the elevation drawings are the same for each building.
5.a.	Comment addressed.
6.	Elevation drawings were not provided for the east and west of the proposed townhome buildings. Revise plans to include all elevations of each proposed

Development Plan Application Comments

	structure.
6.a.	Comment partially addressed. Colored elevation sheet no. A-0 does not demonstrate the east and west elevations. Provide all building elevations on the colored elevation sheet.
6.b.	Comment addressed.
7.	Confirm whether signage (building and freestanding) is proposed for the site. If so, details must be included. Proposed signs shall comply with Chapter 102 Sign Code.
7.a.	Comment addressed. No signage is proposed.
8.	Provide scaled elevation details of fencing, gates, retaining wall, and mechanical equipment including screening.
8.a.	Comment partially addressed. Mechanical equipment screening was not demonstrated on the building elevation sheets A-1 or A-2.
8.b.	Comment not addressed. Sheets A-1 and A-2 do not demonstrate the mechanical screening as demonstrated on A-0.
8.c.	Comment addressed.
9.	Revise the title block for A-4 and A-4.1 to reflect the sheet index on the cover page.
9.a.	Comment addressed.
10.	Note that this property is located just outside of LAC architectural district. Staff encourages incorporating the materials and colors compatible with the Pioneer Grove Design Manual while still demonstrating compliance with the minimum standards of the RM-15 zoning district which the site is proposing to rezone.
10.a.	Comment addressed.
	NEW COMMENT 8/16/21
11.	Remove clouding from elevation drawings.
11.a.	Comment addressed.
12.	The vertical dimension of the highest point of the building (the roof ridge) was not provided. Per Section 98-13(8)(d)(4) Show the height of all buildings, overhangs, and canopies, including the highest points of all proposed structures.
12.a.	Comment addressed.
13.	Provide material and color legend on all elevation sheets.
13.a.	Comment addressed.
14.	The building colors demonstrated for the west and south elevations appear to be different colors from one another on the colored elevation sheet A-0, which is inconsistent with the proposed building colors listed on sheet A-1. Ensure the colors proposed for the elevations are accurately reflected on the colored elevations.
14.a.	Comment addressed.
15.	The colored elevations appear to be too light and require a deeper contrast to comply with Pioneer Grove Design Standards. It is advised that the wood color provide a deeper contrast. The applicant should also consider coordinating building and wood color, alternating the colors between the east and west buildings, so as to provide distinct but consistent features for both building types. Colors proposed for keynote 'E' (SW-6252 "Ice Cube") and keynote 'F' (SW-7757 "High Reflective White") in Elevation Key are too similar. It is recommended that the color proposed for 'F' be eliminated and replaced with a color comparable to the cream color proposed in keynote 'C'.
15.a.	Comment addressed.

Development Plan Application Comments

16.	Submit material samples of the following items, at minimum, as proposed in the elevation key: - Standing seam metal roof – anodized finish - Simulated wood cladding tiles - grey whitewash finish - Simulated stone cladding – limestone/coral, cream color - Hardcoated High Density Polystyrene Simulated Wood Beams - Aluminum - bronze finish
16.a.	Comment addressed.
17.	Keynotes 'N' ("Greenwall (landscape) 'Nature Screen' or Similar") and 'L' ("3/4" Wide PVC Stucco Screed Score Line") are listed in the Elevation Key on sheet A-1, but not demonstrated on the proposed elevation drawings. Ensure consistency between the elevation drawings and corresponding material/color legend, identifying all proposed colors and materials.
17.a.	Comment addressed.
NEW COMMENT 1/21/22	
18.	Relocate Sheet A-14. <i>Building Sections</i> behind the elevation sheets. Ensure the index on the cover page is updated to reflect the change.
18.a.	Comment addressed.

F.

FLOOR PLANS:	
1.	Rooms and roof plan dimensions not provided. Per Section 98-13(8)(e)(1) Show the complete dimension of each room on all floors, including rooftop, labeling any permanent feature. Confirm if rooftop access is proposed for any of the units.
1.a.	Comment addressed.
2.	Identify the proposed uses of the small rectangular rooms in the center of the third floor on Sheet A-3.0. Identify and provide clarification for what the rectangular objects in the garage demarcated by dashed lines represent.
2.a.	Comment addressed.
3.	Floor area calculations demonstrated on the floor plans (i.e. garage) are inconsistent with unit breakdowns on site plan sheet SP-1. Ensure all rooms and uses are properly identified and calculations are consistent throughout plan sheet.
3.a.	Comment addressed.
4.	Clarify the 18'-0 1/4" measurement along the 2-car garage on Sheet A-3.0.
4.a.	Comment addressed.
5.	Rooms proposed as dens must be revised to include "bedroom" to the label. Ensure that any calculations referencing bedrooms reflect the change to the plans.
5.a.	Comment addressed.

G.

LANDSCAPE PLAN:	
1.	Omit the cut-off and partially clouded table demonstrated along the top of sheet LP-1.
1.a.	Comment addressed.

Development Plan Application Comments

H.

PHOTOMETRIC PLAN:	
1.	Legend demonstrates symbols for proposed lighting that is not clearly identified on the plan. Revise plan to increase the size of the symbols clearly demonstrate where each lighting fixture is proposed.
1.a.	Comment addressed.
2.	Color of light poles was not provided. Per Section 98-13(8)(h)(6) Provide the details of all proposed light fixtures and light poles, showing building material and color. Details can be provided on an elevation details sheet or separate photometric sheet.
2.a.	Comment partially addressed. The colors proposed on the elevation sheets conflict with the color options provided on the photometric plan sheet PH-2.
	Comment addressed.
	NEW COMMENT 8/16/21
3.	Photometric sheets demonstrate proposed lighting along the rear elevations of the building; however, no illumination in footcandles were demonstrated on the photometric plan. Per Section 98-13(8)(h)(2) Provide a photometric layout of each proposed light fixture and light pole, showing its maximum to minimum foot-candle level.
3.a.	Comment addressed.
4.	Calculation Summary tabulation lists a "typical bridge". Since no longer proposed, remove all reference and details associated with the bridges.
4.a.	Comment not addressed. The reference to the lighting proposed for the bridge was removed from sheet PH-1; however, details for the proposed bridge lighting ("B", Klick USA) remain on sheet PH-2.
4.b.	Comment addressed.



DEVELOPMENT REVIEW COMMITTEE

Project Name:	SW 10th Ct. Townhomes	Application No.:	21-RM15-64 -
Reviewer Name:	Harold Hoyte	Project Address:	441-341 SW 10th ct.
Department / Division:	Landscape		
Position:	Landscape Architect		
Date of Review:	2/16/22		
Submittal No.:	4		

A. LANDSCAPING PLAN:

1.	Re-submit landscape plans and related calculations using RM-15 zoning criteria for landscape. Additional comments may follow after this submission.
1.a	Comment addressed.
2.	Only landscape shall be in the landscape buffers. Remove wall and bridges in the north buffer.
2.a	Comment addressed.
3.	Show direct access from street for the FPL transformer on the SE corner of site.
3.a	Comment addressed.
4.	Only one plant list is required, remove plant list from LP-2.
4.a	Comment addressed.
	New Comments 8/4/21
5.	Per Section 98-80 (i), show sight triangles for driveways and corner (SW 10 th Ct and SW 4 th Ter.)
5.a	Comment addressed.
6.	Change Cocoplum (CHR) to smaller variety in first 10 feet from sidewalk to allow for sight distance
6.a	Comment not addressed.
6.b	Comment addressed.
7.	Indicate widths of planting area in front yard.
7.a	Comment addressed.
	New Comment 1/21/22
8.	Driveways and leaders and some other lines are missing from landscape plan.
8.a	Comment addressed.

B. IRRIGATION PLAN:

1.	Re-submit irrigation plans to match revised landscape plans (when submitted). Additional comments may follow after this submission.
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Development Plan Application Comments

1.a	Comment addressed.
2.	Add bubblers to trees on a separate zone.
2.a	Comment addressed.
	New Comment 1/21/22
3.	Driveways and leaders and some other lines are missing from irrigation plan.
3.a	Comment addressed.



DEVELOPMENT REVIEW COMMITTEE

Project Name:	SW 10TH CT TOWNHOMES	Application No.:	21-RM15-64
Reviewer Name:	CAPTAIN MIKE HEFFERON/ Johnson Richard		
Department / Division:	BSO FIRE PREVENTION		
Position:	CAPTAIN		
Date of Review:	01/25/2022		
Submittal No.:	3		

A. APPLICATION / GENERAL COMMENTS:

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

- | | |
|------|--|
| 1. | SHOW ACCESS ROAD FOR FIRE APPARATUS AND DEMONSTRATE TURNING RADIUS FOR 38FT INSIDE AND 50 FT OUTSIDE RADIUS |
| 1.a. | NOT ADDRESSED SHOW RADIUS ON SW 10CT AND SW 4 TH TERR |
| 1.b. | Addressed |
| 2. | SHOW ALL FIRE HYDRANTS AND SPACING SHALL NOT EXCEED 500FT |
| 2.a. | NOT ADDRESSED SHOW 2 ND FIRE HYDRANT ON SITE PLAN |
| 2.b. | Addressed |
| 3. | A SINGLE EXTERIOR DOOR PROVIDING ACCESS TO THE INTERIOR OF ANY BUILDING SHALL NOT EXCEED 50FT FROM A FIRE ACCESS ROAD |
| 3.a. | NOT ADDRESSED FRONT DOOR TO SW 10CT EXCEEDS 50FT |
| 3.b. | Addressed. |
| 4. | SHOW LOCATION OF THE FIRE SPRINKLER BACKFLOW, POINT OF SERVICE AND FIRE DEPT CONNECTION AND SHOW CONNECTION TO THE CITY MAIN AND SHOW THE POINT OF SERVICE |

Development Plan Application Comments

4.a	NOT ADDRESSED ONLY BACKFLOW ON CONCEPTUAL PLAN. ALL MUST BE ON SITE PLAN AND FIRE HYDRANT SHALL NOT BE MORE THAN 100 FT FROM THE FDC
4.b.	Addressed
5.	KNOX BOX REQUIRED FOR ANY ELECTRIC GATES OR FOR THE PRIVATE FIRE SPRINKLER ROOM IF EQUIPTED.
5.a	Addressed



DEVELOPMENT REVIEW COMMITTEE

Project Name:	SW 10th CT Townhomes Major Site Plan	Application No.:	21-RM15-64
Reviewer Name:	Alfonso Orellana		
Department / Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	12-17-21		
Submittal No.:	3		

A.

SITE PLAN:	
1.	Per City of Deerfield Beach Ordinance Section 98-19(5) of the Land Development Code provide a 10 Ft. Right-of-Way dedication along SW 10 th Court towards a total of 60 Ft. wide Right-of-Way as required for local streets.
1.a	COMMENT ADDRESSED.
2.	Impact of proposed retaining wall and pedestrian access along the north property line: a. There is a Platted 5' Utility Easement. As shown on the conceptual engineering plans provided, a proposed retaining wall encroaches inside said easement. If the easement is to remain, a Revocable License Agreement with the City of Deerfield Beach and Letters of no Objection from other public utilities, will be required. b. The City of Deerfield Beach does not operate any water, sewer or drainage facilities inside this easement. c. Pedestrian access to the public lineal park from the rear (north) property line of the proposed Townhomes development will not be allowed. Pedestrian access to the lineal park will be via the proposed public sidewalk.
2.a	COMMENT ADDRESSED.
3.	Locate the proposed 5' Ft. Concrete Sidewalk at the Right-of-Way line along SW 4 th Terrace.
3.a	COMMENT ADDRESSED.
NEW COMMENT 12/17/21	
4.	(12-17-21) Please, be aware the following newly adopted Broward County Ordinance could impact the minimum proposed Finished Floor Elevation of proposed building structures. The Broward County Future Conditions 100-Year Flood Map (2060) was implemented beginning July 1, 2021 as a flood protection requirement for building Finished Floor Elevations. Please see attached Ordinance 2021-33 which outlines the updates made to Broward County Code of Ordinances

ENVIRONMENTAL SERVICES DEPARTMENT

	Chapter 27. More specifically, these updates pertain to Section 27-200(b)(5). I have also provided a link to the online GIS Map below: https://bcgis.maps.arcgis.com/apps/webappviewer/index.html?id=ec160b81e7f84bdeacda62575e817380
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Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	SW 10th Ct. Townhomes, Major Site Plan	Application No:	21-RM15-64
Reviewer Name:	Cesar E. Osegueda		
Department / Division:	Sustainable Management		
Position:	Code Compliance Spec.		
Date of Review:	03/03/2021		
Submittal No:	1		

A. RECYCLING & SOLID WASTE DIVISION:

1.	The above Site Plan Application, located at 341 SW 10th Court, Deerfield Beach, FL 33441 has been reviewed by the Sustainable Management Dept. (Recycling and Solid Waste Management) and was found to be Acceptable as it relates to collection services and location of Recycling/Solid Waste Receptacles. For recycle and solid waste collection, the carts should be located on the south curbside of SW 10th Court. The collection and days of service will be scheduled by the Solid Waste and Recycling Division of the City of Deerfield Beach.
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Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	SW 10th Court Townhomes	Application No.:	20-RM15-64
Reviewer Name:	Ynaja Juste	Project Address:	341-441 SW 10TH COURT DEERFIELD BEACH, FLORIDA
Department/Division:	Consultant		
Position:	Traffic Review		
Date of Review:	3/24/2021		
Submittal No.:	1		

A. RESPONSE TRIP GENERATION COMMENTS:

General	This memorandum summarizes the review findings of the <i>Trip Generation analysis</i> prepared by <i>KBP Consulting, Inc.</i>, dated February 14, 2021, for the <i>SW 10th Court Townhomes</i> development application. The proposed residential development site is located in the northeast quadrant of the intersection at SW 10th Court and SW 4th terrace in Deerfield Beach, Broward County, Florida. The applicant is proposing to develop 18 residential townhome dwelling units according to the submitted site plan. The trip generation analysis anticipates that the trips generated by the project will be minimal, therefore no impacts on the traffic network. After a thorough review of the analysis, we agree that the potential trips that the project will generate are minimal. Therefore, no comments.
1.	No comments.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	SW 10th CT Townhomes Major Site Plan	Application No.:	21-RM15-64
Reviewer Name:	Alfonso Orellana		
Department / Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	12-17-21		
Submittal No.:	3		

A. SITE PLAN:	
1.	Per City of Deerfield Beach Ordinance Section 98-19(5) of the Land Development Code provide a 10 Ft. Right-of-Way dedication along SW 10 th Court towards a total of 60 Ft. wide Right-of-Way as required for local streets.
1.a	COMMENT ADDRESSED.
2.	Impact of proposed retaining wall and pedestrian access along the north property line: a. There is a Platted 5' Utility Easement. As shown on the conceptual engineering plans provided, a proposed retaining wall encroaches inside said easement. If the easement is to remain, a Revocable License Agreement with the City of Deerfield Beach and Letters of no Objection from other public utilities, will be required. b. The City of Deerfield Beach does not operate any water, sewer or drainage facilities inside this easement. c. Pedestrian access to the public lineal park from the rear (north) property line of the proposed Townhomes development will not be allowed. Pedestrian access to the lineal park will be via the proposed public sidewalk.
2.a	COMMENT ADDRESSED.
3.	Locate the proposed 5' Ft. Concrete Sidewalk at the Right-of-Way line along SW 4 th Terrace.
3.a	COMMENT ADDRESSED.
	NEW COMMENT 12/17/21

ENVIRONMENTAL SERVICES DEPARTMENT

4.	(12-17-21) Please, be aware the following newly adopted Broward County Ordinance could impact the minimum proposed Finished Floor Elevation of proposed building structures. The Broward County Future Conditions 100-Year Flood Map (2060) was implemented beginning July 1, 2021 as a flood protection requirement for building Finished Floor Elevations. Please see attached Ordinance 2021-33 which outlines the updates made to Broward County Code of Ordinances Chapter 27. More specifically, these updates pertain to Section 27-200(b)(5). I have also provided a link to the online GIS Map below: https://bcgis.maps.arcgis.com/apps/webappviewer/index.html?id=ec160b81e7f84bdeacda62575e817380
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DEVELOPMENT PLAN APPLICATION

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

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

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)

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

Project Name: 10th and Park Townhomes

Property Owner: Casual Friday DB 10th ST Townhomes LLC

Applicant (if different from Owner):

Agent (if different from Owner/Applicant): Shiff Construction & Development, Inc

Address of Property: 341, 351, 381, 421, 441 SW 10th Court, Deerfield Beach, FL 33441

Legal Description of Property (lot, block, tract, subdivision):

ARLINGTON PARK 11-52 B LOTS 1-9 BLK 17

Description of Project: 18 New Fee Simples Townhomes with Private Yards

New Development (Y/N):	Yes	Modification to Existing Development (Y/N):	No
Zoning District:	B-1 (RM-15 Proposed)	Future Land Use Category:	Commercial
Existing Use:	Vacant Land	Proposed Use:	Residential
Lot Area (acres):	1.5588	Number of Dwelling Units (proposed):	18
Sq. Ft. of Structure (existing):	n/a	Sq. Ft. of Structure (proposed):	41,754

Agent Signature:

Name Printed: Justen Shiff

Address: 180 SW 6th Street
Pompano Beach FL 33060

Telephone: 954-524-2575

Email: jds@shiff.com

Owner Signature:

Name Printed: Justen Shiff

Address: 180 SW 6th Street
Pompano Beach FL 33060

Telephone: 954-524-2575

Email: info@10thandpark.com



DISCLOSURE AFFIDAVIT

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

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

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

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

(Attach additional sheets as needed for each item.)

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

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

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

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

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

I, Justen Shift, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature

2/9/2021

Date

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

notarization, this 9th day of FEB, 2021 by

JUSTEN SHIFF (Affiant), who is personally

known to me or has produced _____ identification.

My commission expires: _____

Commission No.: _____

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

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





Deerfield Beach
Florida

DISCLOSURE AFFIDAVIT

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None

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

I, Red A Feiner, have received a copy of the ordinance and understand the ordinance requirements.

Applicant
[Signature]
Signature

2/9/2021
Date

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

notarization, this 9th day of February, 2021 by Red A Feiner (Affiant), who is personally known to me or has produced _____ identification.

My commission expires: _____

Commission No.: _____



Kathryn Coker
(Signature of Notary Public - State of Florida)

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



DISCLOSURE AFFIDAVIT

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

I, BRIAN BULLOCK, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Signature]

Signature

12/8/2020

Date

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

notarization, this 8th day of December, 2020, 2021 by

BRIAN I. BULLOCK (Affiant), who is personally

known to me or has produced Florida D.L identification.

My commission expires: _____

Commission No.: _____



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

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



DISCLOSURE AFFIDAVIT

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

I, NEAL B. JANOV, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature

Date

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online
notarization, this 2ND day of DECEMBER, 2020

NEAL B. JANOV (Affiant), who is personally
known to me or has produced _____ identification.

My commission expires: 07-22-2024

Commission No.: HH 22416



Shiloh Toler
(Signature of Notary Public - State of Florida)

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



DISCLOSURE AFFIDAVIT

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

I, Lynn Bender, have received a copy of the ordinance and understand the ordinance requirements.

Applicant
[Signature]
Signature

10-7-2020
Date

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

notarization, this 7 day of October, 2020 by

Lynn Bender (Affiant), who is personally

known to me or has produced Florida Drivers License identification.

My commission expires: 01/24/2024

Commission No.: GG 941955



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

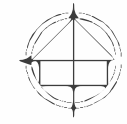
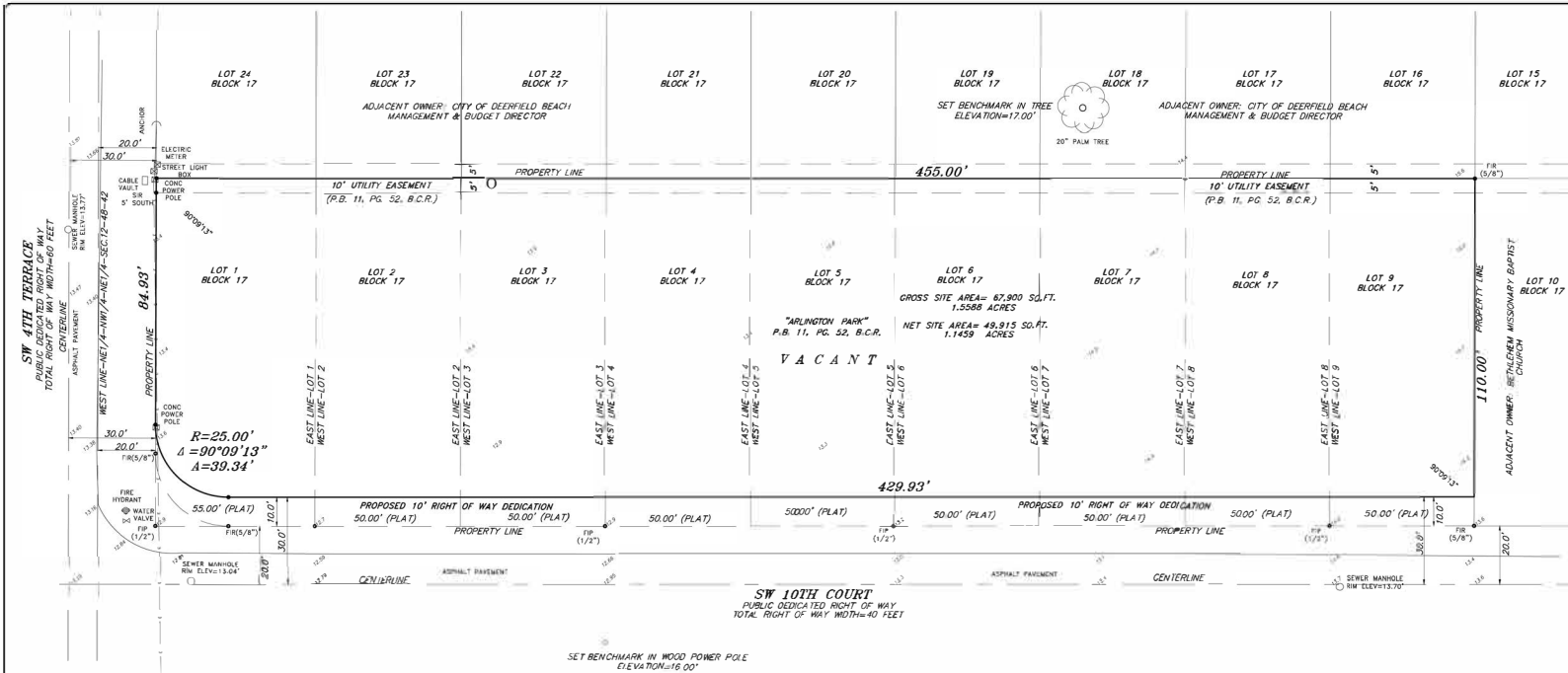
Richard T Danca
(Print, Type, or Stamp Commissioned Name of Notary Public)



LOCATION MAP



ALTA/NSPS LAND TITLE SURVEY



- NOTES:
1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL BASED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 2. THIS SURVEY WAS DONE SOLELY FOR BOUNDARY PURPOSES AND DOES NOT REPRESENT THE SITUATION OF ANY MUNICIPAL, STATE, FEDERAL OR OTHER ENTITIES.
 3. THE LAND DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT.
 4. UNDERGROUND IMPROVEMENTS NOT SHOWN.
 5. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.
 6. BENCHMARK REFERENCE: BROWARD COUNTY BENCHMARK # 2544 ELEVATION=10.37' (NAVD83)
 7. THIS SURVEY WAS MADE IN ACCORDANCE WITH LAWS AND/OR MINIMUM STANDARDS OF THE STATE OF FLORIDA.
 8. THE PROPERTY DESCRIBED HEREON (THE "PROPERTY") IS THE SAME AS THE PROPERTY DESCRIBED IN TITLE COMMITMENT ISSUED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, ORDER NO. 240012 WITH A COMMITMENT DATE: 04/12/2021 AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE PROPERTY OR OTHERWISE KNOWN TO ME, HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE PROPERTY.
- SCHEDULE B-II
6. RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF ARLINGTON PARK, RECORDED IN PLAT BOOK 11, PAGE 52 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (AFFECTS/NOT PLOTTED)
 7. ORDINANCE WITH THE BOARD OF COUNTY COMMISSIONERS FOR BROWARD COUNTY RECORDED IN OFFICIAL RECORDS BOOK 34145, PAGE 1891. (AFFECTS/NOT PLOTTABLE)
 9. ALL UTILITIES SERVING THE PROPERTY ENTER THROUGH ADJOINING PUBLIC STREETS AND/OR EASEMENTS OF RECORD.
 10. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "M-15" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 0186-K, WITH A DATE OF IDENTIFICATION OF 08/18/14, FOR COMMUNITY NO. 125101, IN BROWARD COUNTY, STATE OF FLORIDA WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH THE PROPERTY IS SITUATED.
 11. THERE ARE NO ENCROACHMENTS ONTO ADJOINING PREMISES, STREETS OR ALLEYS BY ANY BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS LOCATED ON THE PROPERTY, AND NO ENCROACHMENTS ONTO THE PROPERTY BY BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS SITUATED ON ADJOINING PREMISES.
 12. THE PROPERTY HAS DIRECT ACCESS TO SW 10TH COURT AND SW 4TH TERRACE, A DEDICATED PUBLIC STREET AS SHOWN ON PLAT BOOK 11, PAGE 52, SAME BEING PAVED AND DEDICATED PUBLIC ROADWAYS MAINTAINED BY THE CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA.
 13. THERE ARE NO STRIPPED PARKING SPACES ON THE PROPERTY.
 14. THERE IS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS AT THE PROPERTY.
 15. THERE IS NO PROPOSED CHANGES IN STREET RIGHT OF WAY LIMITS AFFECTING THE PROPERTY, ACCORDING TO BROWARD COUNTY, FLORIDA.
 16. THERE IS NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS AFFECTING THE PROPERTY.
 17. THERE IS NO OBSERVED EVIDENCE OF USE OF THE PROPERTY AS A SOLID WASTE DUMP, SLUMP OR SANITARY LANDFILL.

LOCATION MAP (NTS)



PROPERTY ADDRESS:
441 SW 10 COURT DEERFIELD BEACH, FL 33441
421 SW 10 COURT DEERFIELD BEACH, FL 33441
381 SW 10TH COURT DEERFIELD BEACH, FL 33441
351 SW 10TH COURT DEERFIELD BEACH, FL 33441
341 SW 10TH COURT DEERFIELD BEACH, FL 33441

LAND DESCRIPTION:
LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9, BLOCK 17 OF "ARLINGTON PARK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGE 52 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LEGEND:

CKD	CHECKED BY
CONC	CONCRETE
DWN	DRAWN BY
FB/PG	FIELD BOOK AND PAGE
SIR	SET IRON ROD & CAP #6448
SNC	SET NAIL AND CAP #6448
FIR	FOUND IRON ROD
FIP	FOUND IRON PIPE
FNC	FOUND NAIL AND CAP
FND	FOUND NAIL & DISC
P.B.	PLAT BOOK
B.C.R.	BROWARD COUNTY RECORDS
CBS	CONCRETE BLOCK STRUCTURE
A/C	AIR CONDITIONER
WM	WATER METER
WV	WATER VALVE
CO	CLEAN OUT
TSB	TRAFFIC SIGNAL BOX
TSP	TRAFFIC SIGNAL POLE
PM	PARKING METER
MLP	METAL LIGHT POLE
EB	ELECTRIC BOX
S-40	ELEVATIONS
ALTA	AMERICAN LAND TITLE ASSOCIATION
NSPS	NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS

CERTIFIED TO:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1, 2, 3, 4, 5, 7 (A), (B) AND (C), 8, 9, 13, 14, 16 AND 17 OF TABLE A THEREOF.

THE FIELDWORK WAS COMPLETED ON FEBRUARY 03, 2021.

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

COUSINS SURVEYORS & ASSOCIATES, INC.
3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33317
CERTIFICATE OF AUTHORIZATION : LB # 6448
PHONE (954) 689-7766 FAX (954) 689-7799

CLIENT :
SHIFF CONSTRUCTION

341-441 SW 10TH COURT
DEERFIELD BEACH, FLORIDA

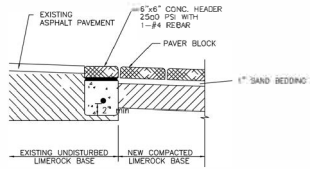
ALTA/NSPS LAND TITLE SURVEY

REVISIONS		DATE	FB/PG	DWN	CKD
ALTA/NSPS LAND TITLE SURVEY		09/18/19	SKETCH	AM	REC
ORIGINAL NUMBER		02/25/21	SKETCH	JD	REC
REVIEW TITLE		06/25/21		AM	REC
ORDER PROPOSED RIGHT OF WAY DEDICATION		07/13/21		AM	REC

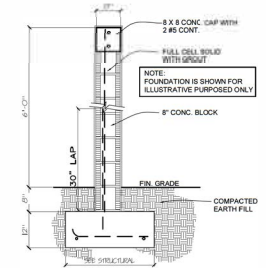
PROJECT NUMBER : 9066-19

SCALE : 1" = 20'

SHEET
1
OF
1
SHEET



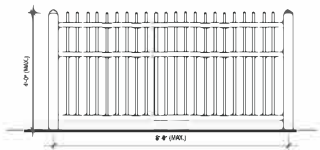
TYPICAL BRICK PAVER DRIVEWAY DETAIL
PAVER PATIOS SIMILAR BUT WITHOUT LIME ROCK BASE AND 2" SAND BED AND GROUTED BORDERS



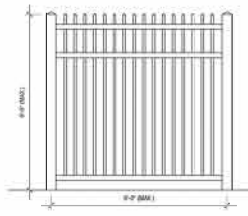
TYPICAL PRIVACY WALL
SCALE: N.T.S.



TYPICAL FENCE CONCEPT



TYPICAL #4 FENCE



TYPICAL #6 FENCE

NOTE: ALL FENCES AND GATES SHALL BE BLACK (POWDER COAT OR SIMILAR)

TYPICAL FENCE
SCALE: 1/2" = 1'-0"



FRONT ELEVATION
SCALE: 1/8" = 1'-0"

NOTE: EAST BUILDING IS REVERSE (MIRROR) OF THIS DRAWING



REAR ELEVATION
SCALE: 1/8" = 1'-0"

NOTE: EAST BUILDING IS REVERSE (MIRROR) OF THIS DRAWING

ELEVATION KEY	
(A)	STANDING BEAM METAL ROOF CHAMPAGNE ANODIZED FINISH
(B)	SIMULATED WOOD STUCCO SOARING - SWIFTLY TILED WOOD
(C)	SIMULATED STONE CLADDING - LIMESTONE CORRAL, CHAMPAGNE, HAND-CRAFTED HIGH DENSITY POLYSTYRENE SIMULATED WOOD BEAMS
(D)	SCORED STUCCO SIMULATED COARSE STONE PATTERNS - SWIFTLY "GRAY SORBENT" SAND FINISH STUCCO PAINT COLOR SW757 "HIGH REFLECTIVE WHITE"
(E)	ALUMINUM FRAME WINDOORS/DOORS W/ BRONZE FINISH
(F)	ALUMINUM PIPE RAILING W/ BRONZE FINISH
(G)	FASCIA, TRIM, GUTTER AND Drip EDGE PAINT COLOR SYSTEM "BRASS BRONZE"
(H)	ALUMINUM OVALLED BANANA STYLE ANODIZED BRONZE FINISH
(I)	RECEPTIVE WALL MOUNTED COACH LIGHT - BRONZE FINISH
(J)	1/4" WIDE PVC STUCCO DESCRIBED SCENE LINE
(K)	OVERHEAD GARAGE DOOR PAINT COLOR SW688 "CHEMIST BLACK"

NOTES:
1. EACH ELEVATION SHOWN HERE ARE TYPICAL TO BOTH BUILDING GROUPS
2. USE ELEMENTS THAT DO NOT CONTAIN ANY FREESTANDING OR BUILDING DAMAGE



LEFT ELEVATION
SCALE: 1/8" = 1'-0"

NOTE: EAST BUILDING IS REVERSE (MIRROR) OF THIS DRAWING



RIGHT ELEVATION
SCALE: 1/8" = 1'-0"

NOTE: EAST BUILDING IS REVERSE (MIRROR) OF THIS DRAWING

REVISIONS

NO.	DATE	BY	REVISIONS

The Benedict Bullock Group, PA

ARCHITECTS

341, 351, 381, 421, 441 SW 10TH COURT
DEERFIELD BEACH, FLORIDA

10TH AND PARK TOWNHOMES

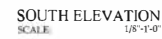
ARCHITECT'S SEAL

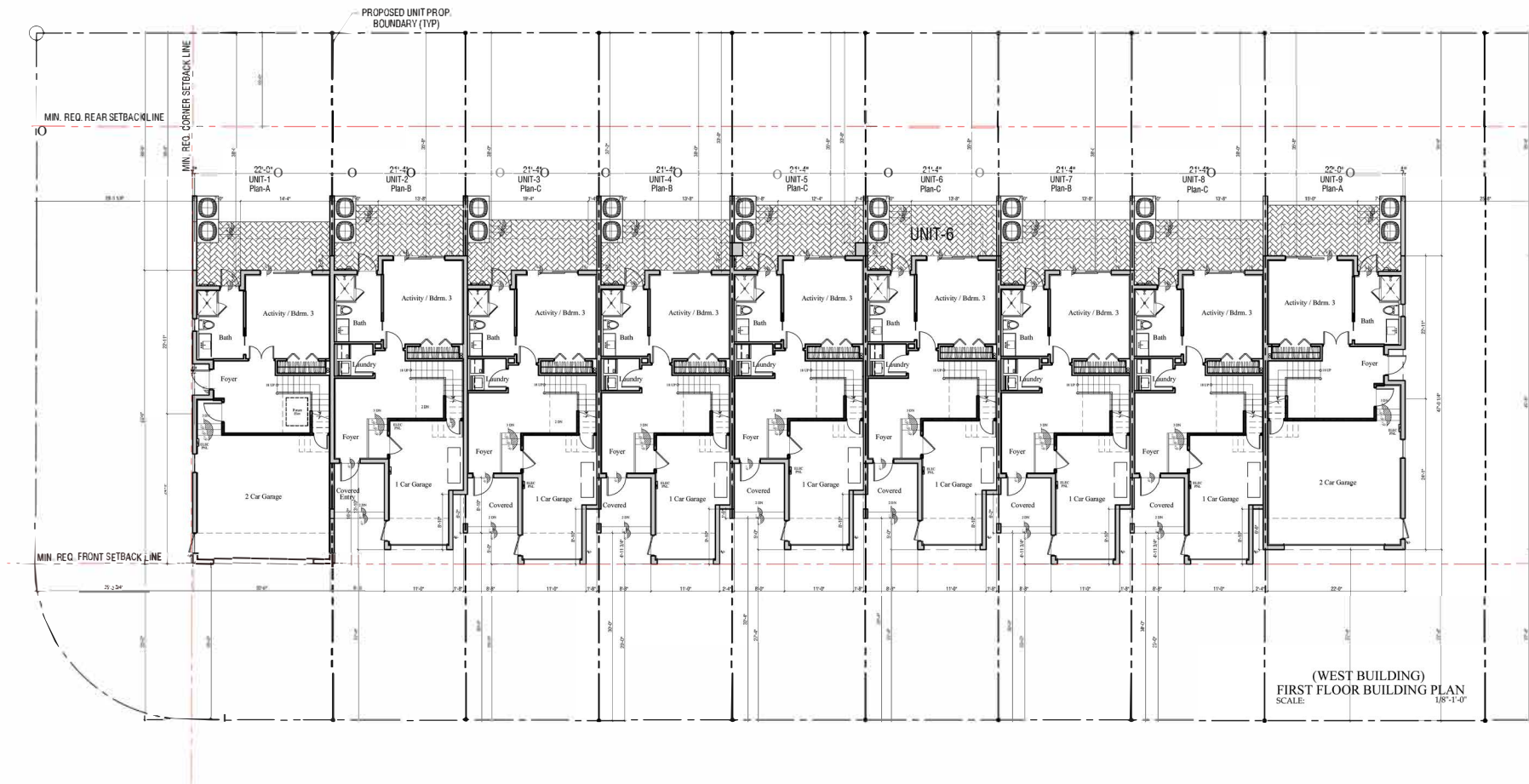
BENEDICT BULLOCK ARCHITECT
APR 2019

DATE: 10-28-2020
DRAWN BY: RST
PROJECT NO: B21865

COLOR STUDY

A-0

[illegible]



ALL LEGAL, DESIGN, ARRANGEMENTS, PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY & THE PROPERTY OF THE ARCHITECT & DEVELOPER FOR USE ON A CONNECTION WITH THE SPECIFIED PROJECT. NOTE OF SUCH LEGAL DESIGN ARRANGEMENTS, OF PLANS SHALL BE USED BY OR ENCLOSED TO ANY PERSON, FIRM OR ORGANIZATION WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT & DEVELOPER. NO PART OF THIS DRAWING SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT & DEVELOPER. ANY VIOLATION OF THESE CONDITIONS SHALL BE SUBJECT TO LEGAL ACTION.

10TH AND PARK TOWNHOMES
341, 351, 381, 421, 441 SW 10TH COURT
DEERFIELD BEACH, FLORIDA

The Benedict Bullock Group, PA

ARCHITECT'S SEAL

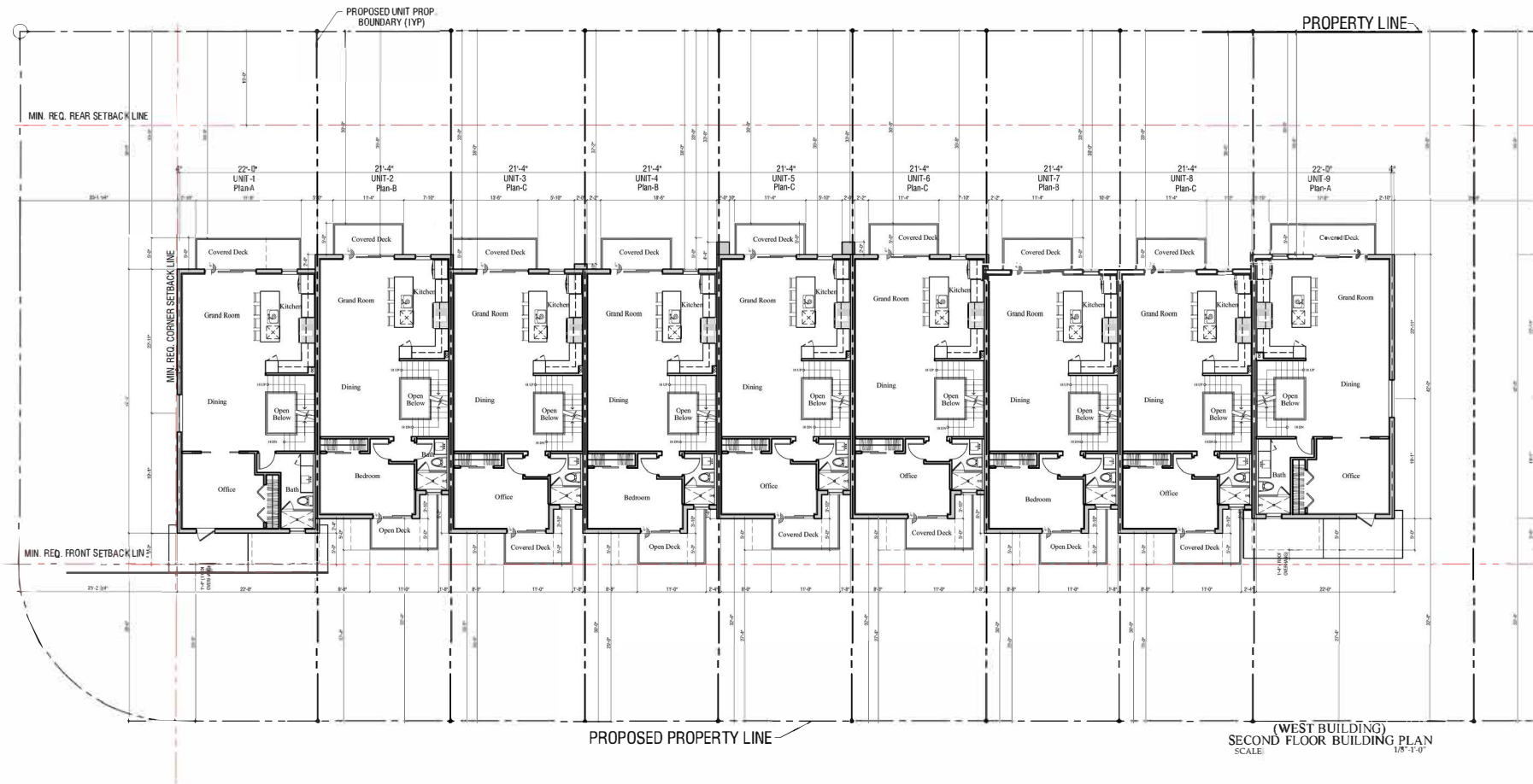
BRUN BULLOCK ARCHITECT

DATE: 12-29-2020
DRAWN BY: RST
PROJECT NO: BS1905

1ST FLOOR WEST BUILDING PLAN

A-3

REV	DATE	BY	REVISIONS
1	08/15/21	RST	INITIAL DESIGN COMMENTS



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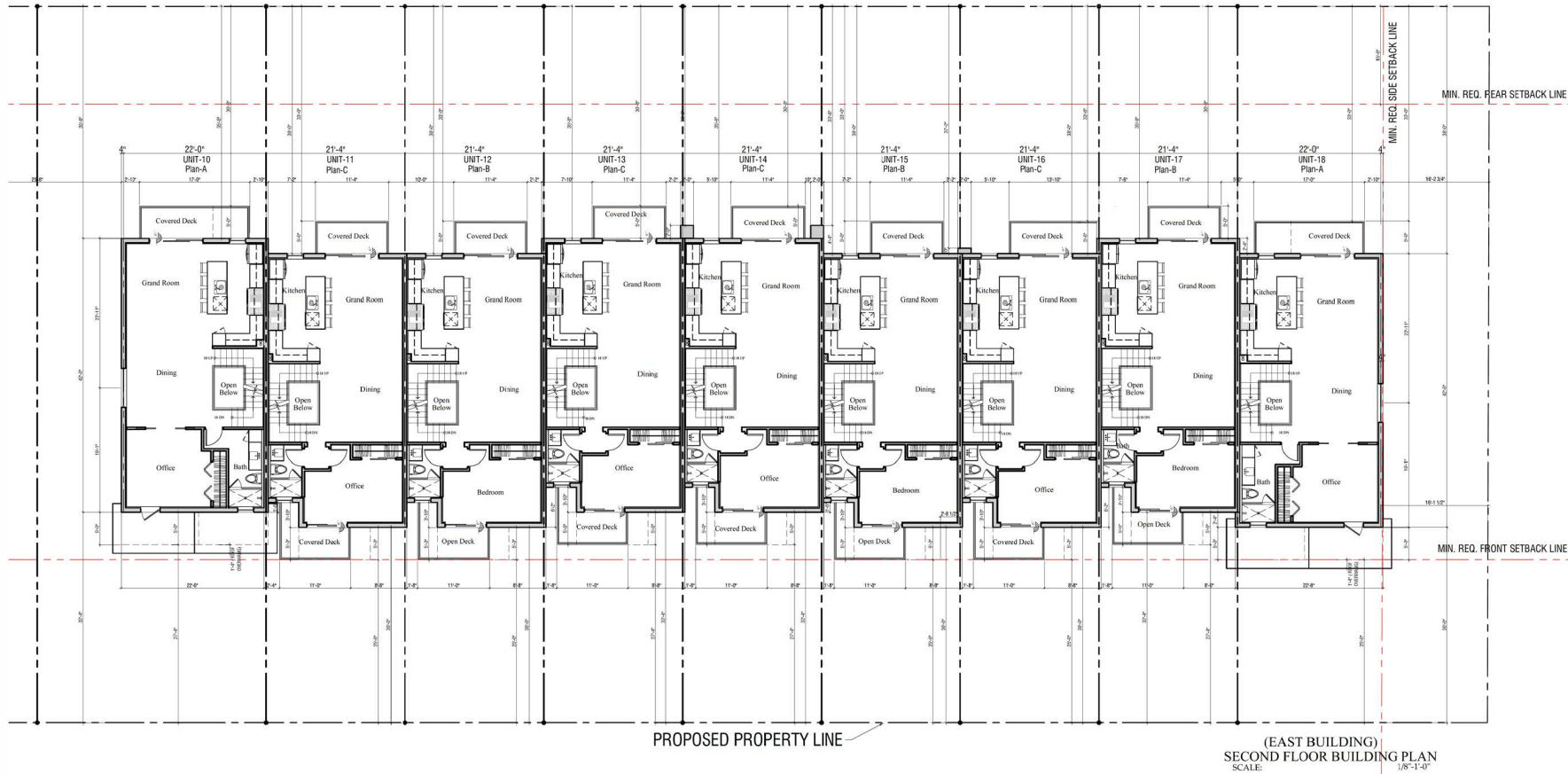
10TH AND PARK TOWNHOMES
341, 351, 381, 421, 441 SW 10TH COURT
DEERFIELD BEACH, FLORIDA

The Benedict Bullock Group, P.A.
ARCHITECTS
1000 N. W. 10TH AVENUE, SUITE 200
FORT LAUDERDALE, FL 33304
(954) 575-1111
WWW.BENEDICTBULLOCKGROUP.COM

ARCHITECT'S SEAL
BRIAN BULLOCK, ARCHITECT
NO. 00000000
DATE: 10-09-2020
DRAWN BY: RST
PROJECT NO: 881965

2ND FLOOR WEST BUILDING PLAN
A-5

REV	DATE	BY	REVISIONS
1	08/12/21	RST	ISSUED FOR PERMITS



10TH AND PARK TOWNHOMES
 341, 351, 381, 421, 441 SW 10TH COURT
 DEERFIELD BEACH, FLORIDA

The Benedict Bullock Group, PA

ARCHITECTS

BRIAN BULLOCK, ARCHITECT
 APR 07/04

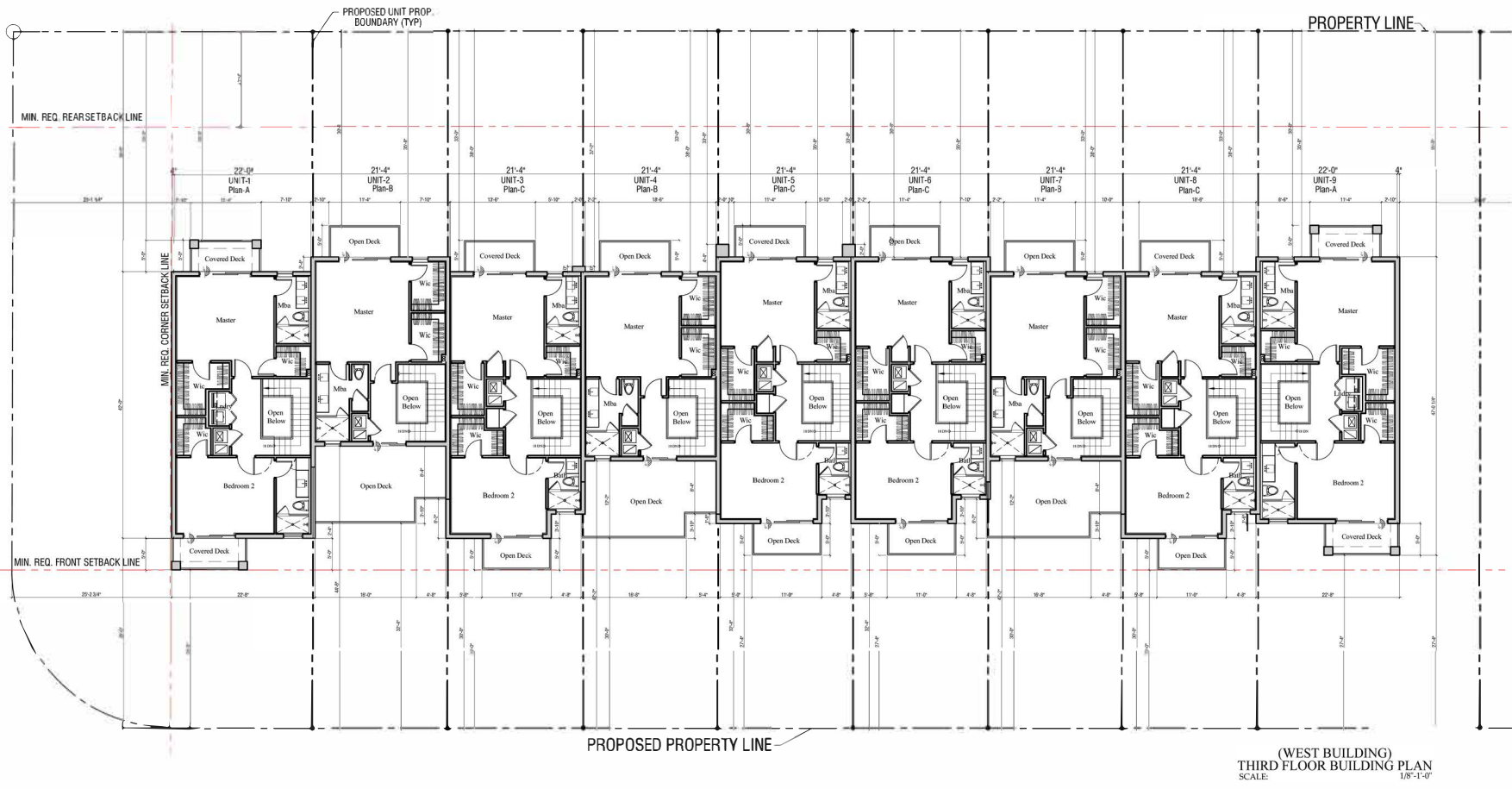
DATE: 10-20-2021
 DRAWING: RST
 PROJECT NO: 021165

2ND FLOOR EAST BUILDING PLAN

A-6

REV	DATE	BY	CHK	REVISIONS

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(WEST BUILDING)
THIRD FLOOR BUILDING PLAN
SCALE: 1/8"=1'-0"

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REV	DATE	BY	REVISIONS
1	08/15/21	RST	INITIAL DESIGN SUBMITTAL

The Benedict Bullock Group, PA

ARCHITECTS

1001 N. 10TH AVE., SUITE 200
DEERFIELD BEACH, FL 33442
TEL: 561.993.1100
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10TH AND PARK TOWNHOMES

341, 351, 381, 421, 441 SW 10TH COURT

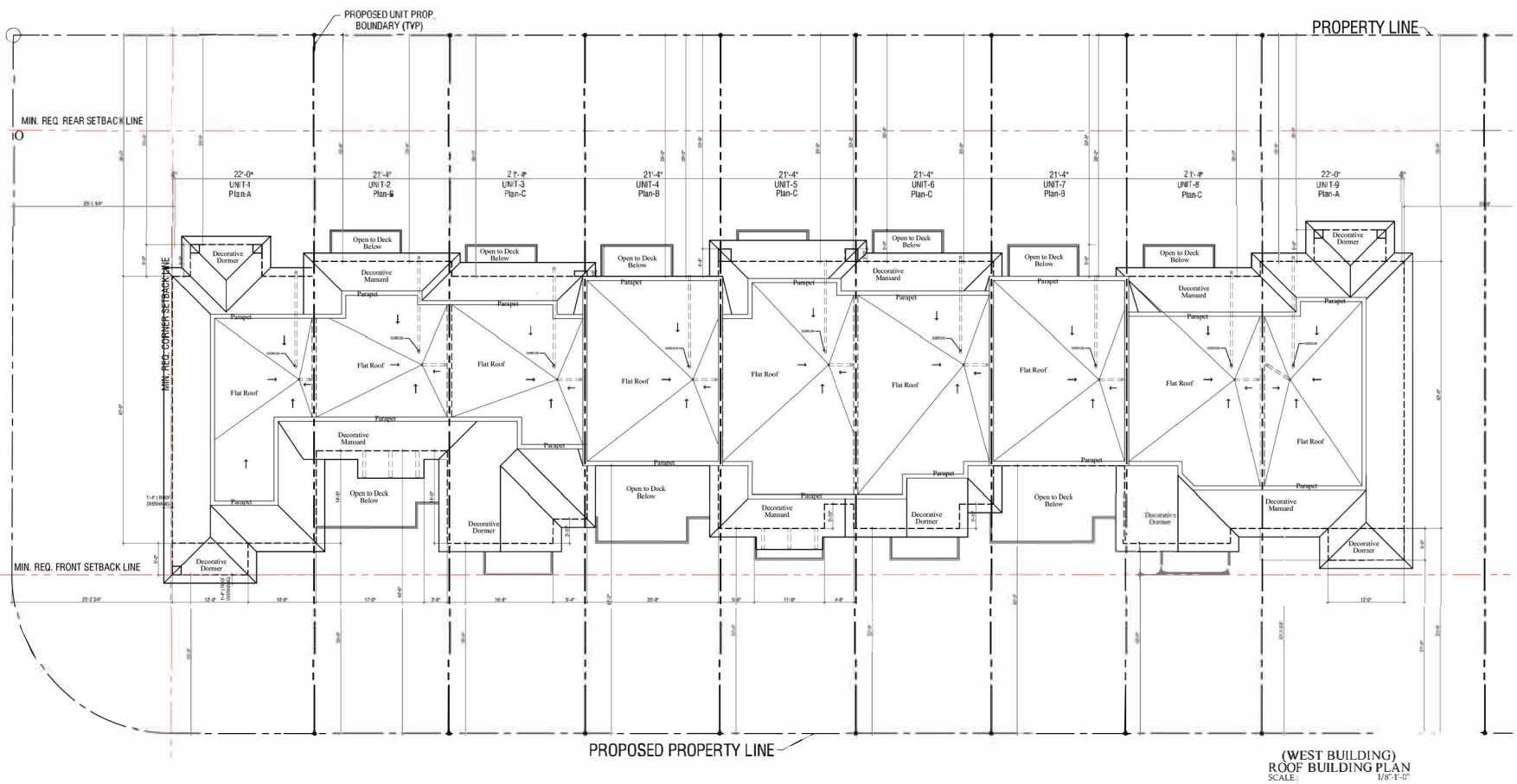
DEERFIELD BEACH, FLORIDA

BRIAN S. BULLOCK, ARCHITECT
NO. 000141

DATE: 10-09-2020
DRAWN BY: RST
PROJECT NO: BS1905

3RD FLOOR WEST BUILDING PLAN

A-7



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10TH AND PARK TOWNHOMES
 341, 351, 381, 421, 441 SW 10TH COURT
 DEERFIELD BEACH, FLORIDA

The Benedict Bullock Group, PA
 ARCHITECTS
 1000 N. W. 10TH AVENUE, SUITE 200
 MIAMI, FL 33136
 (305) 576-1111
 WWW.BENEDICTBULLOCK.COM

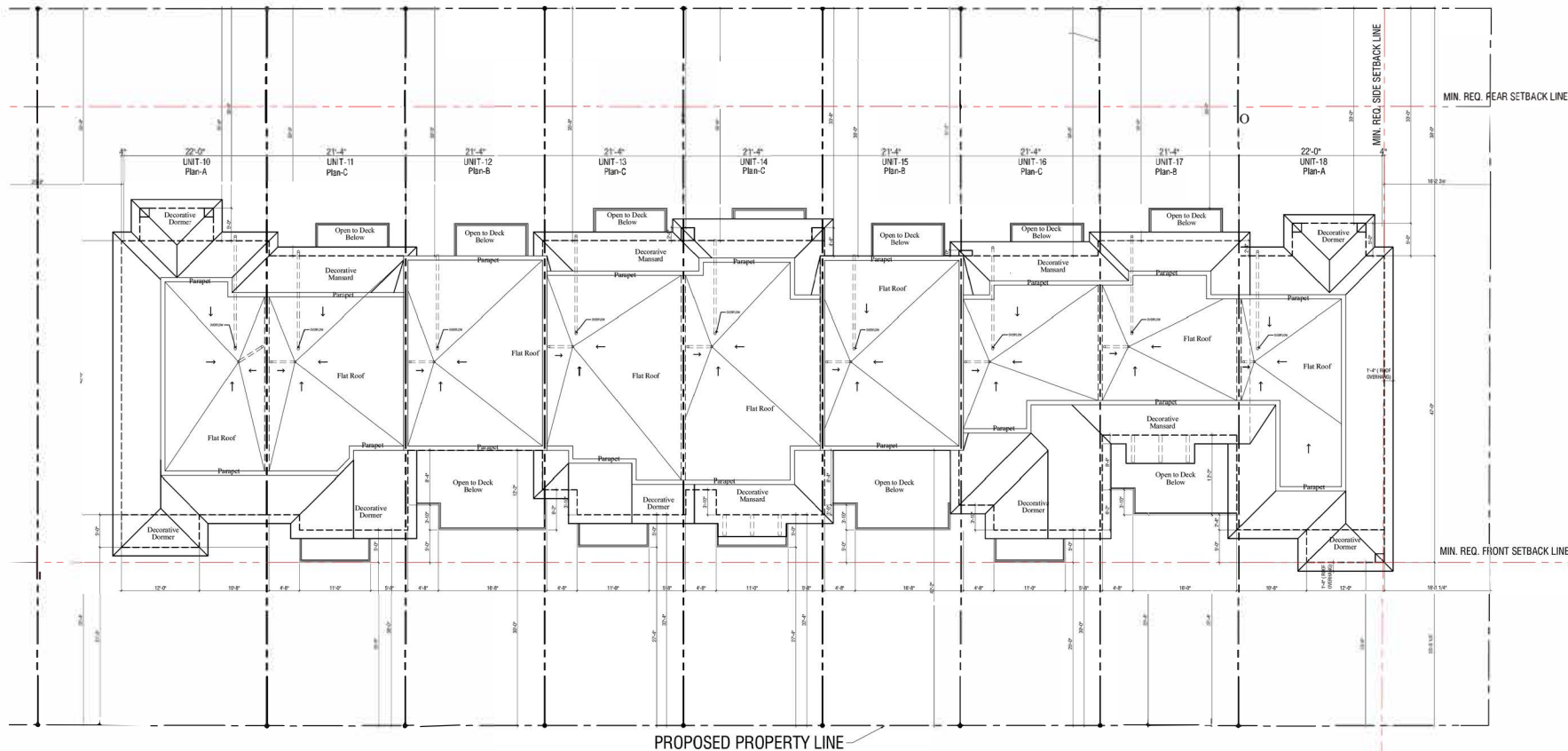
ARCHITECT'S SEAL
 STATE OF FLORIDA
 B. B. BULLOCK, ARCHITECT
 AR08754

DATE: 10-09-2020
 DRAWN BY: RST
 PROJECT NO: BS1905

WEST BUILDING
 ROOF PLAN

A-9

REV	DATE	REVISIONS
1	08/15/21	INITIAL DESIGN SUBMITTAL



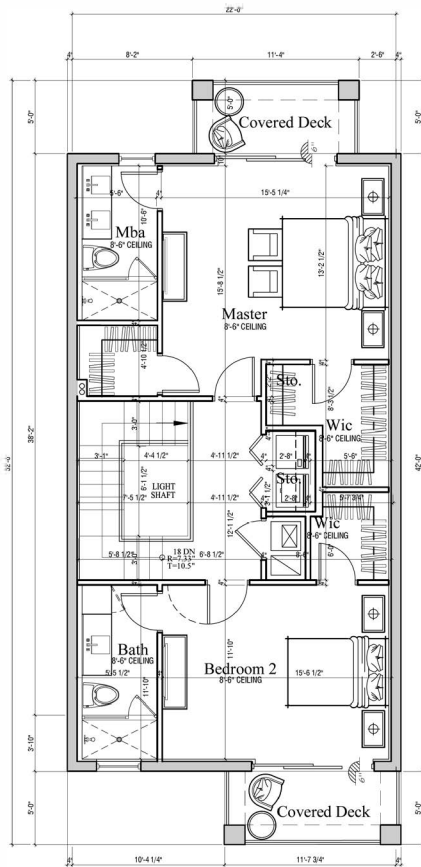
(EAST BUILDING)
ROOF BUILDING PLAN
SCALE: 1/8" = 1'-0"

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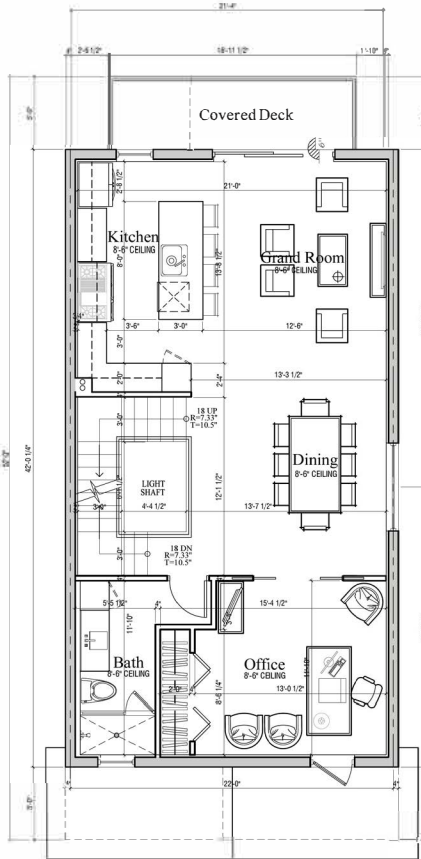
BY	DATE
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The Benedict Bullock Group, P.A.
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DEERFIELD BEACH, FLORIDA

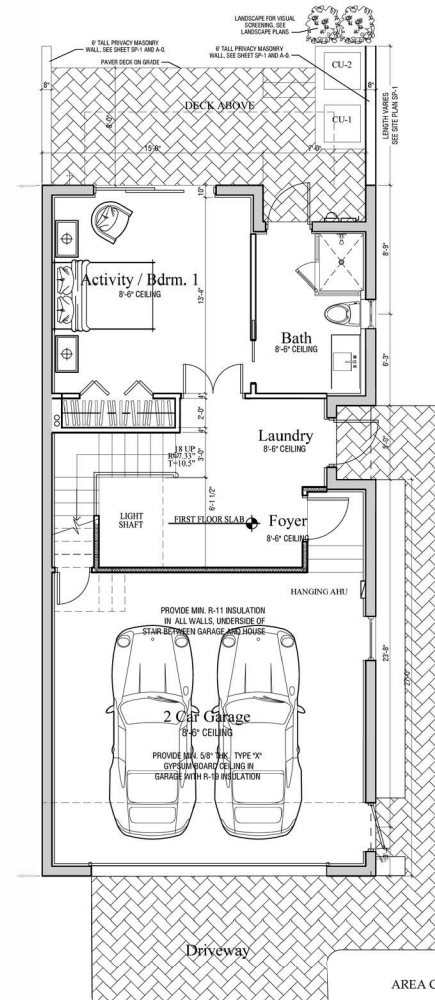
ARCHITECT'S SEAL
BRIAN BULLOCK, ARCHITECT
AR 96154
DATE: 10-09-2020
DRAWN BY: RST
PROJECT NO: 881965
EAST BUILDING
ROOF PLAN
A-10



THIRD FLOOR PLAN
SCALE: 3/16"=1'-0"



SECOND FLOOR PLAN
SCALE: 3/16"=1'-0"



FIRST FLOOR PLAN
SCALE: 3/16"=1'-0"

PLAN-A (REVERSE)

AREA CALCULATION

FIRST FLOOR	514 SQ. FT.
SECOND FLOOR	881 SQ. FT.
THIRD FLOOR	848 SQ. FT.
TOTAL A/C SPACE	2,243 SQ. FT.
GARAGE	563 SQ. FT.
COVERED ENTRY	13 SQ. FT.
COVERED DECKS	288 SQ. FT.
OPEN DECKS	28 SQ. FT.
TOTAL	2,067 SQ. FT.

10TH AND PARK TOWNHOMES
341, 351, 381, 421, 441 SW 10TH COURT
DEERFIELD BEACH, FLORIDA

The Benedict Bullock Group, P.A.

ARCHITECT'S SEAL

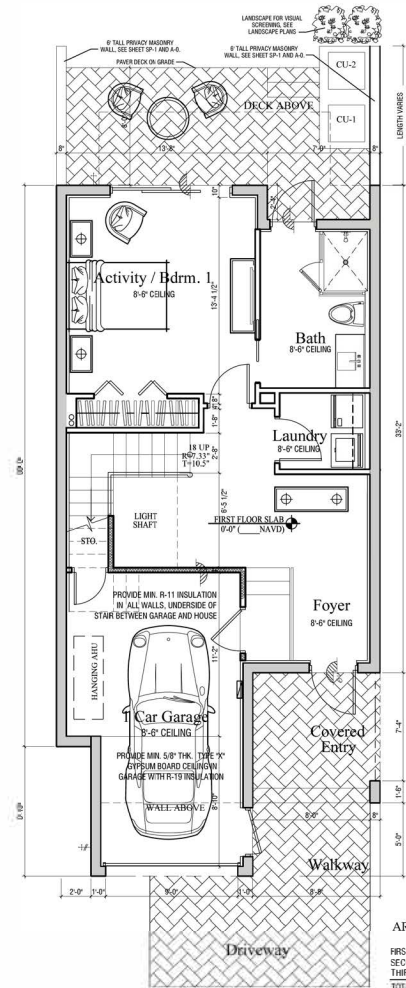
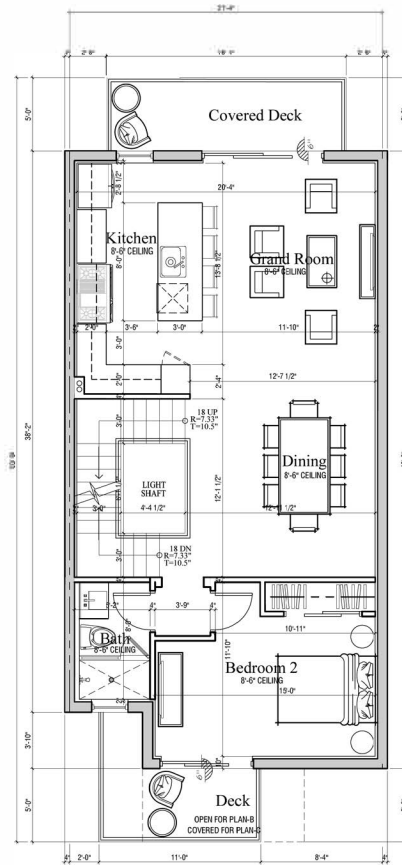
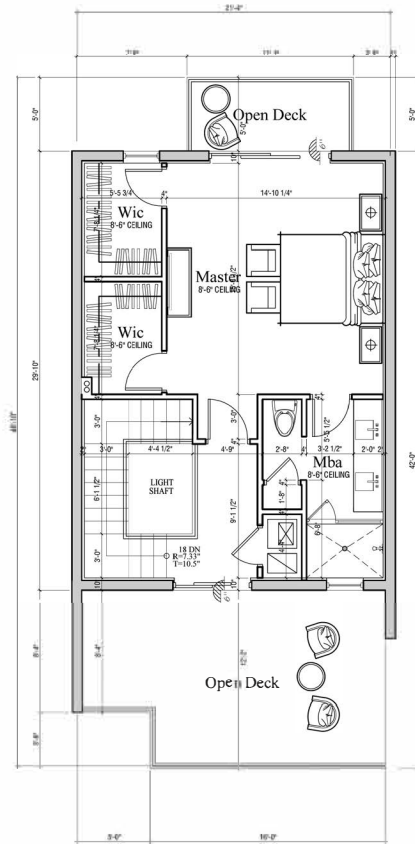
BRIAN BULLOCK, ARCHITECT
APR 05/14

DATE: 10-09-2020
DRAWN BY: RST
PROJECT NO: BS1905

PLAN-A
FLOOR PLAN
A-11

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REV	DATE	BY	REVISIONS
1	10/12/20	RST	DETAILED CHECK COMMENTS



AREA CALCULATION	
FIRST FLOOR	595.50 FT.
SECOND FLOOR	819.50 FT.
THIRD FLOOR	545.50 FT.
TOTAL A/C SPACE	1,960.50 FT.
GARAGE	257.50 FT.
COVERED ENTRY	77.50 FT.
OPEN DECKS	151.00 FT.
TOTAL	2,886.50 FT.

10TH AND PARK TOWNHOMES
341, 351, 381, 421, 441 SW 10TH COURT
DEERFIELD BEACH, FLORIDA

A-12

PLAN-B
FLOOR PLAN

DATE: 10-09-2020
DRAWN BY: RST
PROJECT NO: B81965

THE BENEDICT BULLOCK GROUP, P.A.
ARCHITECTS
1000 N. W. 10TH AVE., SUITE 100
FORT LAUDERDALE, FL 33304
(954) 575-1000
WWW.BENEDICTBULLOCK.COM

REV	DATE	REVISIONS
1	10/12/20	ISSUED FOR PERMIT

[illegible]

SW 10TH ST
SW 10TH STREET

PROJECT ARCHITECT:
The
Benedict
Bullock
Group, PA

REVISION	DATE
rev 1 dr's comments	5/28/2
gls proof/ shill updated driveway	11/2/2
rev 2 shill comments	12/10/2
rev 3 staff comments - add to print error	2/1/22

LBLA, Inc.
Lynn Bender Landscape Architecture
FLA0660715
5610 Adair Way
Lake Worth, FL 33467
561-644-3237 Email: lbenderlarch@gmail.com

SW 10TH COURT TOWNHOMES
331-441 SW 10TH COURT DEERFIELD BEACH, FLORIDA

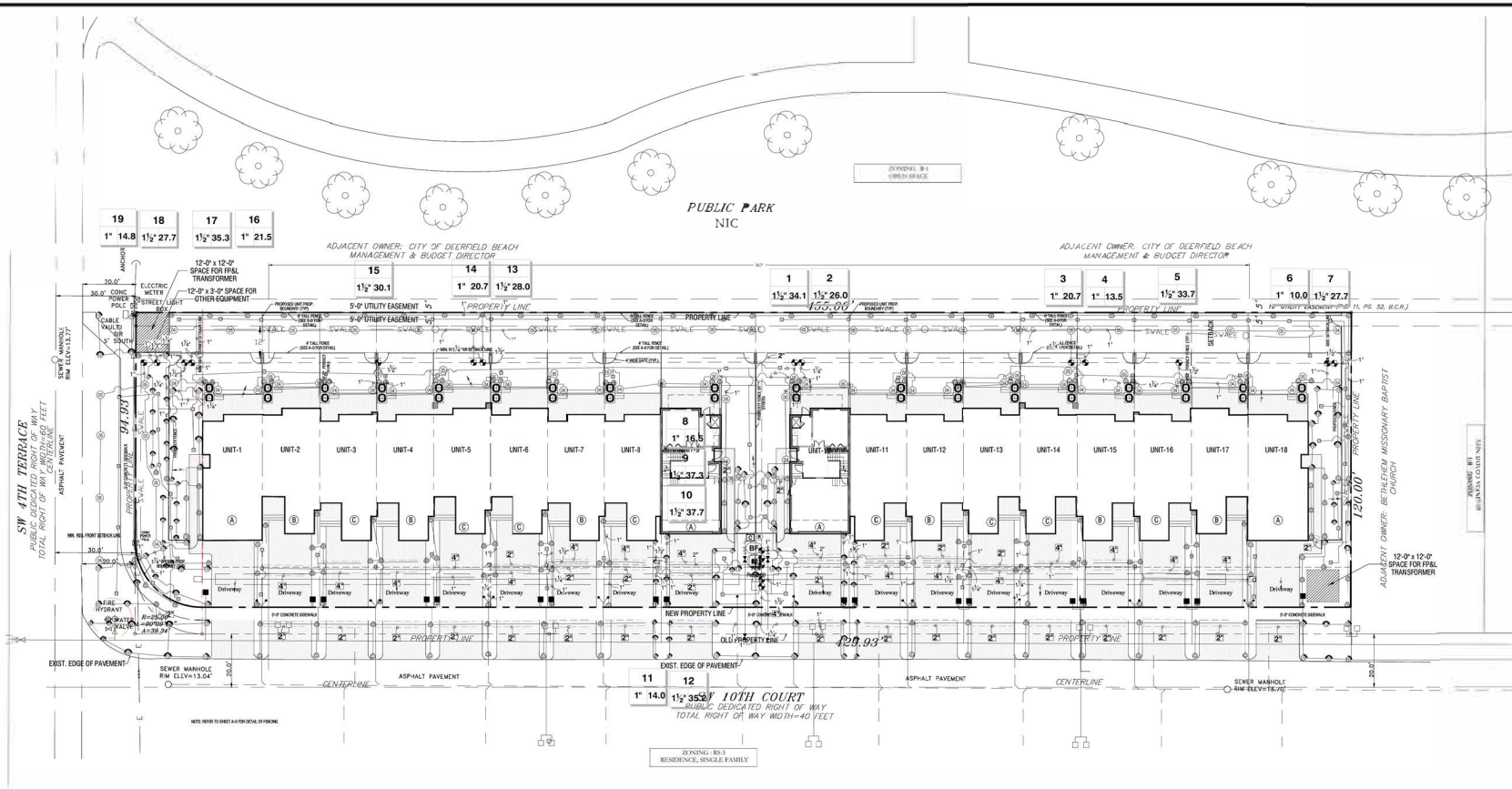
LANDSCAPE PLAN



PROJECT NO: 20-542	CADD I.D. SW 10th TH L
DRAWN BY: LMB	
CHECKED BY: LMB	
SCALE: 1" = 32'-0"	
DATE: OCTOBER 12, 2025	

SHEET
LP-1
1 OF 2 SHEETS

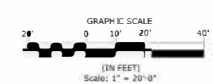
Page 349 of 570



IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL	QTY	MFC	PSE	SPR	NOZZLES
1	Hunter PRO 50 5' 1/2" spray	18	108	30	0.66	21/1"
2	Hunter PRO 64 5' 1/2" spray	18	108	30	0.66	21/1"
3	Hunter PRO 64 5' 1/2" spray	5	54	30	1.30	21/1"
4	Hunter PRO 64 5' 1/2" radius	10	180	30	0.43	8
5	Hunter PRO 64 5' 1/2" radius	14	252	30	0.24	8
6	Hunter PRO 64 5' 1/2" radius	11	198	30	0.66	10"
7	Hunter PRO 64 5' 1/2" radius	4	72	30	0.42	10"
8	Hunter PRO 64 5' 1/2" radius	7	126	30	1.30	12"
9	Hunter PRO 64 5' 1/2" radius	8	144	30	0.49	12"
10	Hunter PRO 64 5' 1/2" radius	8	144	30	1.96	12"
11	Hunter PRO 64 5' 1/2" radius	21	378	30	0.87	16"
12	Hunter PRO 12 5' 1/2" spray	41	738	30	0.66	21/1"
13	Hunter PRO 12 5' 1/2" spray	44	792	30	0.66	21/1"
14	Hunter PRO 12 5' 1/2" spray	79	1422	30	1.30	21/1"
15	Hunter PRO 12 5' 1/2" radius	26	468	30	0.47	8"
16	Hunter PRO 12 5' 1/2" radius	12	216	30	0.24	8"
17	Hunter PRO 12 5' 1/2" radius	1	18	30	0.66	10"
18	Hunter PRO 12 5' 1/2" radius	6	108	30	0.42	10"
19	Hunter PRO 12 5' 1/2" radius	1	18	30	1.30	12"
20	Hunter PRO 12 5' 1/2" radius	8	144	30	0.49	12"
21	Hunter PRO 12 5' 1/2" radius	4	72	30	0.87	16"
22	Hunter PRO 60	88	1584	30	0.66	8"

SYMBOL	MANUFACTURER/MODEL	QTY	PSE	SPR
1	Hunter PGP-ACULA	37	40	4.75
2	Hunter PGP-ACULA	48	40	1.80
SYMBOL	MANUFACTURER/MODEL	QTY	PSE	SPR
1	Hunter PGP-10 1/2" 1"	8		
2	Hunter PGP-10 1/2" 1 1/2"	19		
3	Hunter PGP-10 1/2" 1 1/2"	1		
4	Hunter IC-0000 PL	7		
5	Hunter PGP-CLUB	1		
6	Water Meter 1"	1		
7	Integration Line PVC Class 200 SDR 21 1"	6,813.11		
8	Integration Line PVC Class 200 SDR 21 1 1/2"	289.913		
9	Integration Line PVC Class 200 SDR 21 1 1/2"	177.611		
10	Integration Line PVC Class 200 SDR 12 1 1/2"	66.113		
11	Integration Line PVC Class 402 12"	627.913		
12	Pipe Bore PVC Schedule 40 2"	100.813		
13	Pipe Bore PVC Schedule 40 4"	246.113		

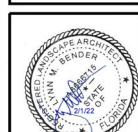


REVISION	DATE
Rev 1: 1st comments	8/28/21
Rev 2: 1st plan/ 1st updated driveways	11/2/21
Rev 3: 1st comments/ 1st plan/ 1st updated driveways	2/1/22

LBLA, Inc.
Lynn Bender Landscape Architecture
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Phone: 561-444-3237
Email: lbenderlarch@gmail.com

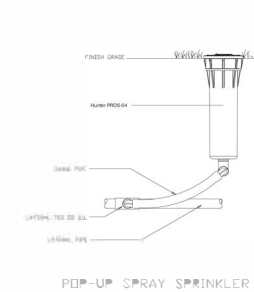


SW 10TH COURT TOWNHOMES
331-441 SW 10TH COURT DEERFIELD BEACH, FLORIDA
IRRIGATION PLAN

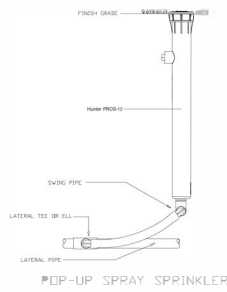


PROJECT NO: CADD-10
20-542
DRAWN BY: SW 10TH TH LP
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SCALE:
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1 OF 2 SHEETS

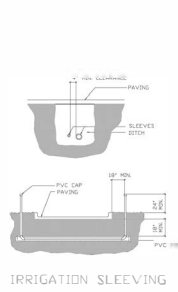
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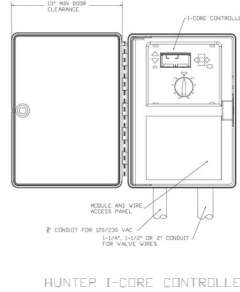
POP-UP SPRAY SPRINKLER



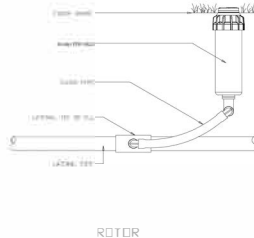
POP-UP SPRAY SPRINKLER



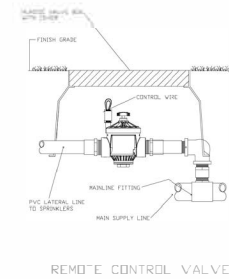
IRRIGATION SLEEVE



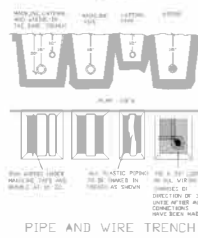
HUNTER I-CORE CONTROLLER



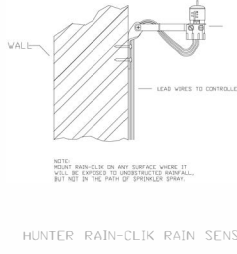
ROTOR



REMOTE CONTROL VALVE



PIPE AND WIRE TRENCH



HUNTER RAIN-CLICK RAIN SENSOR

IRRIGATION SPECIFICATIONS

- IRRIGATION POINT OF CONNECTION SHALL BE CAPABLE OF DELIVERING A VARIABLE FLOW RATE OF 40 GPM AT A CONSTANT PRESSURE OF 60 PSI DOWNSTREAM OF BACKFLOW PREVENTION DEVICE. POINT OF CONNECTION SHALL BE ABLE TO MAINTAIN THE MAXIMUM FLOW RATE AND PRESSURE FOR THE DURATION OF AN IRRIGATION CYCLE. CONTRACTOR SHALL VERIFY THESE PARAMETERS PRIOR TO CONSTRUCTION, AND NOTIFY OWNER'S REPRESENTATIVE AND IRRIGATION CONSULTANT IF THEY CANNOT BE MET.
- IF THE POINT OF CONNECTION EXCEEDS THE ABOVE PRESSURE REQUIREMENTS, A PRESSURE REGULATOR SHALL BE INSTALLED AT THE OWNER'S EXPENSE. PRESSURE REGULATOR SHALL BE SET AT THE PRESSURE RECOMMENDED ABOVE.
- POWER FOR THE IRRIGATION CONTROLLER, PUMP AND OTHER ELECTRICAL COMPONENTS SHALL BE PROVIDED BY OTHER. CONTRACTOR SHALL VERIFY POWER AVAILABLE MEETS THE REQUIREMENTS OF THE COMPONENT'S MANUFACTURER. IF POWER AVAILABLE IS INADQUATE, CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.
- IRRIGATION SYSTEM IS DISPLAYED SCHEMATIC IN NATURE. MINOR FIELD ADJUSTMENTS MAY BE NECESSARY TO ACCOMMODATE FOR LANDSCAPING CHANGES, PLANTING BEDS OR OTHER OBSTRUCTIONS. THESE ADJUSTMENTS MAY BE MADE ONLY AFTER NOTIFYING THE OWNER'S REPRESENTATIVE.
- SOME IRRIGATION COMPONENTS AND PIPING ARE SHOWN IN HARDSCAPE AREAS AND OUTSIDE OF PROPERTY LINES TO IMPROVE ON THE READABILITY OF THE IRRIGATION PLAN. ALL COMPONENTS AND PIPING SHALL BE INSTALLED INSIDE OF THE PROPERTY LINES AND OUTSIDE OF HARDSCAPE AREAS.
- MAINLINE, LATERALS AND CONTROL WIRES SHALL BE INSTALLED INSIDE THE SAME TRENCH WHENEVER POSSIBLE.
- SYSTEM TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
- CONTROLLER SHALL BE GROUNDED PER MANUFACTURER'S SPECIFICATIONS.
- ALL CONTROLLER/VALVE WIRE SHALL BE #14 GAUGE. THE COMMON WIRE SHALL BE COLORED WHITE, WHILE THE STATION WIRES SHALL BE OF AT LEAST ONE COLOR OTHER THAN WHITE.
- ALL FIELD WIRE ABOVE GRADE OR WITHIN STRUCTURE TO BE INSTALLED IN CONDUIT PER LOCAL CODE.
- ALL UNDERGROUND SPLICES TO UTILIZE 3M DBV, OR KING WATER PROOF SPLICE KITS, DEPENDING ON NUMBER AND SIZE OF WIRES. ALL SPLICES SHALL BE MADE INSIDE A VALVE BOX.
- DEPTH OF IRRIGATION PIPING; 18" ON MAINLINE; 12" ON LATERALS.
- SLEEVING UNDER PAVED AREAS SHALL BE INSTALLED AT A DEPTH OF 12".

CRITICAL ANALYSIS

Generated:	
P.O.C. NUMBER: 01	
Water Source Information:	
FLOW AVAILABLE	
Water Meter Size:	1-1/2"
Flow Available:	75.00 gpm
PRESSURE AVAILABLE	
Static Pressure at POC:	60.00 PSI
Elevation Change:	5.00ft
Service Line Size:	3"
Length of Service Line:	20 ft
Pressure Available:	57.00 psi
DESIGN ANALYSIS	
Maximum Station Flow:	37.65 gpm
Flow Available at POC:	75.00 gpm
Residual Flow Available:	37.35 gpm
Critical Station:	
Design Pressure:	40.00 psi
Friction Loss:	1.83 psi
Fittings Loss:	0.18 psi
Elevation Loss:	0.00 psi
Loss through Valve:	3.00 psi
Pressure Req. at Critical Station:	45.01 psi
Loss for Fittings:	0.11 psi
Loss for Main Line:	1.10 psi
Loss for POC to Valve Elevation:	0.00 psi
Loss for Backflow:	0.00 psi
Loss for Water Meter:	2.39 psi
Critical Station Pressure at POC:	48.61 psi
Pressure Available:	57.00 psi
Residual Pressure Available:	8.39 psi

VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	HEADS	PIPE	DESIGN PSI	FRICTION LOSS	PSI	PSI @ POC	PRECIP
1	Hunter PGV-151 Globe	1-1/2"	Turf Rotor	34.10	19	259.7	40	1.49	44.49	47.06	1.52 in/h
2	Hunter PGV-151 Globe	1-1/2"	Shrub Spray	26.02	34	460.8	30	1.83	34.83	36.31	1.25 in/h
3	Hunter PGV-101G	1"	Turf Rotor	20.70	11	214.2	40	0.85	44.34	45.57	0.9 in/h
4	Hunter PGV-101G	1"	Bubbler	13.50	27	507.1	30	1	32.7	33.21	1.7 in/h
5	Hunter PGV-151 Globe	1-1/2"	Turf Rotor	33.70	19	218.1	40	2.01	45.01	48.61	2.09 in/h
6	Hunter PGV-101G	1"	Turf Spray	10.02	12	121.4	30	0.34	32.24	32.52	1.95 in/h
7	Hunter PGV-151 Globe	1-1/2"	Shrub Spray	27.71	30	333.8	30	1.7	34.7	37.42	1.52 in/h
8	Hunter PGV-101G	1"	Turf Spray	16.46	20	182.4	30	0.46	32.56	33.27	1.45 in/h
9	Hunter PGV-151 Globe	1-1/2"	Shrub Spray	37.29	42	499.3	30	3.59	36.59	40.25	2.01 in/h
10	Hunter PGV-151 Globe	1-1/2"	Shrub Spray	37.65	42	508.1	30	3.83	36.83	40.57	2.06 in/h
11	Hunter PGV-101G	1"	Bubbler	14.00	28	501.1	30	0.89	32.56	33.07	1.7 in/h
12	Hunter PGV-151 Globe	1-1/2"	Turf Spray	35.24	52	750.2	30	4.11	37.11	40.5	1.53 in/h
13	Hunter PGV-151 Globe	1-1/2"	Shrub Spray	27.95	22	326.8	30	3.08	36.08	38.28	1.61 in/h
14	Hunter PGV-101G	1"	Turf Rotor	20.70	11	230.7	40	0.9	44.4	45.63	0.82 in/h
15	Hunter PGV-151 Globe	1-1/2"	Turf Rotor	30.10	17	193.9	40	1.56	44.56	47.31	2.0 in/h
16	Hunter PGV-101G	1"	Bubbler	21.50	43	785.2	30	1.44	35.16	36.84	1.7 in/h
17	Hunter PGV-151 Globe	1-1/2"	Turf Spray	35.30	37	440.6	30	3.45	36.46	40.96	1.51 in/h
18	Hunter PGV-151 Globe	1-1/2"	Shrub Spray	27.65	47	460.4	30	1.67	34.67	37.47	1.31 in/h
19	Hunter PGV-101G	1"	Turf Rotor	14.80	8	153.2	40	0.53	42.14	42.98	1.03 in/h

REVISION	DATE
Rev 1: Add comments	8/28/23
Site plan/ civil updated drawings	11/2/23

LBLA, Inc.
Lynn Bender Landscape Architecture
FLA0666715
5610 Adair Way
Lake Worth, FL 33467
Phone : 561-644-3237
Email: lbenderarch@gmail.com

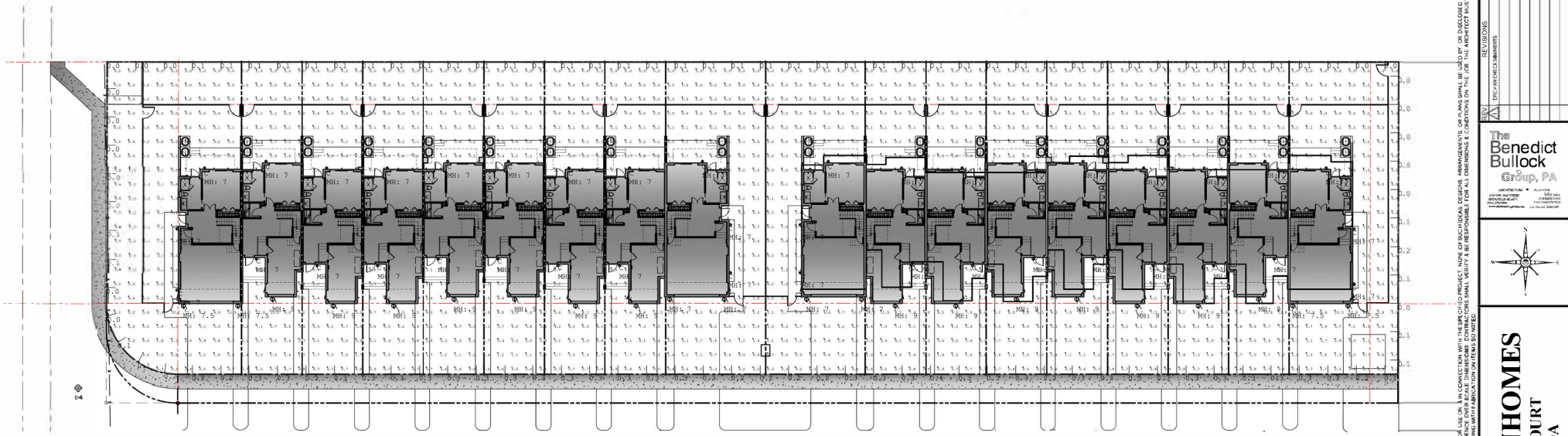


SW 10TH COURT TOWNHOMES
331-441 SW 10TH COURT DEERFIELD BEACH, FLORIDA
IRRIGATION DETAILS & SPECIFICATIONS



PROJECT NO:	20-542
DRAWN BY:	LMB
CHECKED BY:	LMB
SCALE:	AS SHOWN
DATE:	07-28-2021
SHEET:	IR-2
2 OF 2 SHEETS	





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

REVISIONS	DATE	BY	DESCRIPTION
1	10/09/2008	RST	PHOTOMETRIC PLAN

PROJECT NO.	851965
DATE	10/09/2008
DRAWN BY	RST
CHECKED BY	
PROJECT NO.	851965

10TH AND PARK TOWNHOMES
341, 351, 381, 421, 441 SW 10TH COURT
DEERFIELD BEACH, FLORIDA

PH-1

The Benedict Bullock Group, PA
ARCHITECTS
1000 N. W. 10TH AVENUE, SUITE 200
FORT LAUDERDALE, FL 33304
TEL: 954.466.1111 FAX: 954.466.1112

DATE: 10/09/2008
DRAWN BY: RST
PROJECT NO: 851965

A

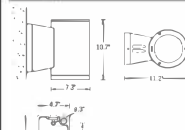
UTA-31861 Tango 29 Cylindrical Downlight

microVos
TECHNOLOGY

LIGMAN
LIGHTING USA



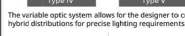
37w28w20w LED27772101150 Lumens
953 - Suitable For Wet Locations
ICOL - Impact Resistant (Vandal Resistant)
Weight 9.7 lbs



Mounting 9'-6"

microVos
TECHNOLOGY

Ligman's micro Variable Optic System provides the ability to interchange, mix & rotate optics to provide specific light distributions for optimized spacing and uniformity.



Construction
Aluminum
Less than 0.1% copper content - Marine Grade 6062 extruded & LM6 Aluminum High Pressure die casting provides excellent mechanical strength, clean detailed product lines and excellent heat dissipation.

Pre-paint
5 step degrease and phosphate process that includes descaling and etching as well as a zinc and nickel phosphate process before product painting.

Memory Retentive - Silicon Gasket
Provided with special injection molded "fit for purpose" long life high temperature memory retentive silicon gaskets. Maintains the gaskets exact profile and seal over years of use and compression.

Thermal Management
Aluminum housing is the excellent mechanical strength and other multi-dissipation properties in low and high ambient temperatures. The superior thermal heat sink design by Ligman enables conduction with the die semiconductor terminals below critical temperature range to ensure maximum luminous flux output, as well as providing long LED service life and returning less than 10% lumen depreciation at 50,000 hours.

Surge Suppression
Standard electronic surge protector provided with all fixtures.

ULC Rating
E1 - 1/8" - 1"

Finishing
All Ligman products go through an extensive finishing process that includes felling to improve paint adherence.

Paint
UV Stabilized 6 mil thick powder coat paint and baked at 200 Deg C. This process ensures that Ligman products can withstand harsh environments. Rated for use in marinas.

Hardware
Provided Hardware is Marine grade 316 Stainless steel.

Anti-Seize Screw Holes
Tapped holes are infused with a special anti-seize compound designed to prevent seizure of threaded connections, due to electrolysis from heat, corrosive atmospheres and moisture.

Crystal Clear Low Iron Glass Lens
Provided with tempered, impact resistant crystal clear low iron glass ensuring no green glass tinge.

Optics & LED
Precision optic design provides exceptional light control and precise distribution of light. LED CRI > 80

Lumen - Maintenance Life
LED 100,000 HOURS (L70) at 27°K. (L70 is the point at which at least 70% of the LED still achieve 80% of their original flux)

Circular or square form technical up & down-light wall range. Completely tailorable wall-mounted direct/indirect optical lighting solutions for perfect task or architectural lighting.

Wall luminaires with a selection of light distribution and LED wattages with downward light distributions. The Tango is unique as it is available with Type I, II & IV light distribution options that facilitates wider spacing and even light distribution between the light fixtures.

Spacing of up to 40" on center, and a 14 mounting height with a 2° beam angle can be achieved using the type II optic. This provides higher energy saving and reduced installation costs.

The Tango 31 cylindrical or Tango 32 square up & down versions can be manufactured using different type beam distributions for the up and down optics. Integral electronic control gear. Mounting plate for 3" and 4" junction boxes provided with the fixture.

Matching surface mount conduit boxes are available as an option. Custom round pole adapters can be manufactured to suit specific pole diameters for column mounting applications. Please contact the factory for more information.

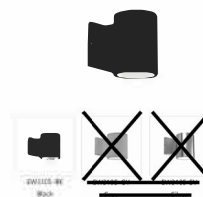
Additional Options (Consult Factory For Pricing)



C

NORDIC EW3105 WALL

PROJECT



EW3105 - BX

Box

SPECIFICATION DETAILS

* For custom options, consult factory for details.

Fixture Dimensions: 181.1 x 141.5 x 141.5

Light Source: LED

Wattage: 14W

Total Lumens: 1800lm

Beam Spread: 40° (180° for fixture, for fixture)

Voltage: 120V

Color Temperature: 3000K

CRI: 90

Optional Color Temp: 3000K, 3500K, 4000K, 5000K, 6000K

LED Rated Life: 50,000 hours

Dimming: 0-10V, 1-10V, 0-10V, 0-10V

Diffuser Detail: Tempered Glass

Location: Wet

Warranty: 5 years

Energy Consumption: 181.1 x 141.5 x 141.5

DESCRIPTION
High powered LED exterior single light wall mount fixture, die-cast aluminum housing molded into a cylinder shape with in powder coated black, gray and silver finishes. Concealed inside is our 120V AC LED technology with a tempered glass diffuser radiating light either upward or downward depending how it is mounted on the wall. Certified ETL wet location listed and is available in different sizes and two light options.



KUZCO

181.1 x 141.5 x 141.5

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181.1 x 141.5 x 141.5

COMMENT



The Benedict Bullock Group, PA

10TH AND PARK TOWNHOMES
341, 351, 381, 421, 441 SW 10TH COURT
DEERFIELD BEACH, FLORIDA

ARCHITECT'S SEAL

PH-2



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1207

Agenda Date: 5/3/2022

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, authorizing a sole source purchase of pneumatic actuators for the West Water Treatment Plant from Flotech, Inc., in the amount of \$46,130.00; providing for execution and an effective date. (Funds from Account #413-5000-536-60-31 - Improvements Other than Building (Filter Level & Valve Controls))

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$46,130.00

Account Name: Improvements other than Building (Filter Level & Valve Controls)

Account Number: 413-5000-536-60-31

Background/History

The West Water Treatment plant's lime softening equipment includes six multi-media filter beds, which provide final filtration for the treated drinking water. These filters operate with a variety of valves and actuators that are used to control flow and backwash according to needs. This purchase will allow plant maintenance staff to replace thirteen of the fifteen actuators that are in need of replacement. The current filter actuators run on Pneumatic pressure created by the in-house air compressors and are vital to lime plant filter operations. These actuators are the sole option for the treatment plant as they are an exact match to the current actuators and match the current valves and bolt patterns. The actuators in this case are paired with a valve and then used to open and close that specific valve. To maintain effective on-going treatment and little down time, the most cost effective replacement is flo-tech, Kintrol actuators.

Current Activity

The Purchasing and Contract Administration Division was recently engaged by the Environmental Services Staff to issue a Sole Source notification for Pneumatic Actuators for Water Plant Operations, in accordance with the City's procurement code requirements. The Purchasing and Contract Administration issued Sole Source Notification #22-18-PC. Details of the Sole Source process are as follows:

- On March 15, 2022, the Sole Source Notification was issued and sent to ninety (90) vendors via the e-Procurement Marketplace.
- Five (5) vendors viewed the documents of the Sole Source Notification.
- On March 23, 2022, at 2:00 p.m. EST, responses to the Sole Source Notification were due. No responses were received.

Water plant staff requests City Commission approval to purchase the pneumatic actuators from Flotech as a sole source purchase pursuant to City Code Section 38-116(3)(c)2. These items are compatible with existing equipment already being used in the City's Water Treatment Plant filtration system. Flotech, Inc. is the sole contracted and authorized distributor of Kinetrol USA products in the municipal market for the State of Florida. The estimated expenditure is \$46,130.00; therefore, City Commission approval is required for this Sole Source purchase.

Recommendation

It is recommended that the City Commission approve the resolution to award the sole source purchase to Flotech, Inc., and authorize the City Manager to execute the documents necessary to effectuate the purchase.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING A SOLE SOURCE PURCHASE OF PNEUMATIC ACTUATORS FOR THE WEST WATER TREATMENT PLANT FROM FLOTECH, INC., IN THE AMOUNT OF \$46,130.00; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the West Water Treatment plant has been operating the Lime Softening treatment plant since the early 1980's and the equipment associated with the plant has reached its end of life effectiveness; and

WHEREAS, a portion of the Lime Softening treatment includes six multi-media filter beds that provide final filtration for the treated drinking water; and

WHEREAS, these filters operate with a variety of valves and actuators, which are used to control flows and backwash according to needs; and

WHEREAS, the manufacturer of the pneumatic actuators, Kinetrol USA, Inc., submitted correspondence to the City indicating that Flotech, Inc. ("Flotech") is the sole contracted authorized distributor for Kinetrol products in the municipal market for the State of Florida; and

WHEREAS, on March 15, 2022, the Purchasing and Contract Administration Division issued Sole Source Notification 22-18-PC for Pneumatic Actuators for Water Plant Operations in accordance with the City's sole source procurement requirements and no responses were received by the specified due date for a response; and

WHEREAS, City staff recommends that the City Commission authorize the sole source purchase of pneumatic actuators from Flotech in the amount of \$46,130.00 (the "Purchase"); and

WHEREAS, the City Commission finds that it is in the best interest of the City to authorize the Purchase and to authorize the City Manager or designee to execute any appropriate documents necessary to effectuate the Purchase.

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

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

Section 2. The City Commission hereby authorizes the Purchase from Flotech in the amount of \$46,130.00.

Section 3. The City Manager is authorized to execute the necessary documents to effectuate the Purchase, provided the terms are acceptable to the City Manager and approved as to 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.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Memorandum

TO: Priscilla Cygielnik, Director of Environmental Services

FROM: Paul Collette, Buyer

THRU: Jeremin Worlds, Senior Buyer

DATE: March 31, 2022

RE: **Pneumatic Actuators for Water Plant Operations, Sole Source #22-18-PC**

The Purchasing and Contract Administration Division was recently engaged by the Environmental Services Staff to issue a Sole Source for Pneumatic Actuators for Water Plant Operations, in accordance with the City's procurement code requirements. The Purchasing and Contract Administration issued Sole Source Notification #22-18-PC. Details of the Sole Source process are as follows:

- On March 15, 2022, the Sole Source Notification was issued and sent to ninety (90) vendors via the e-Procurement Marketplace.
- Five (5) vendors viewed the documents of the Sole Source Notification.
- On March 23, 2022 at 2:00 p.m. EST, responses to the Sole Source Notification were due. No responses were received.

The purpose of this memorandum is to request approval from the City Commission to utilize the option of a Sole Source purchase in accordance with the City's Procurement Code, Section 38-116, Item 3(c)ii for the purchase of Pneumatic Actuators (Mfr. by Kinetrol USA) for Water Plant Operations. These items are compatible with existing equipment already being used in the City's Water Treatment Plant filtration system. The sole source justification recommends Flotech, Inc. as the vendor for the items considered as sole source because they are the sole contracted and authorized distributor of Kinetrol USA products in the Municipal market for the State of Florida.

The estimated expenditure is \$46,130.00; therefore, City Commission approval is required for this Sole Source purchase.

In summary, Flotech, Inc. is the sole contracted and authorized distributor of the Pneumatic Actuators (Mfr. By Kinetrol USA) in the Municipal market for the State of Florida; therefore, City staff recommends the City award the purchase of the Pneumatic Actuators, in the best interest of the City.

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

Att: Bid Summary Document, Sole Source Public Notification, Sole Source Justification Form, Sole Source Letter, Flotech, Inc. Quote.

c: Hamid Nikvan, Assistant Director of Environmental Services
Joshua Niemann, Water Plant Superintendent
Jovan Selvon, Water Plant Maintenance Superintendent
Stephanie Tinsley, Chief Financial Officer

The City of Deerfield Beach, FL Bid Summary

Bid Information

Bid Creator Paul Collette Buyer
Email pcollette@deerfield-beach.com
Phone (954) 480-4418
Fax (954) 480-4388

Bid Number 22-18-PC
Title Pneumatic Actuators for Water Plant
Operations
Bid Type Sole Source / Single
Issue Date 3/15/2022 04:00 PM (ET)
Close Date 3/23/2022 02:00:00 PM (ET)

Contact Information

Address 401 SW 4th Street
Deerfield Beach, FL 33441
Contact Paul Collette, Buyer
Department Purchasing & Contract Admin. Division
Building A
Floor/Room 2nd
Telephone (954) 480-4418
Fax (954) 480-4388
Email pcollette@deerfield-beach.com

Ship to Information

Address
Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Invited Suppliers

Supplier Name	Contact Name	City, State	Invitation Email	Invite Type
A.C. Schultes of Florida, Inc.	Gregory Schultes	GIBSONTOWN, FL	christy.acsfl@acschultes.com	Auto
AAC Enterprises LLC	Matthew Alesich	Metairie, LA	matt@infinitebright.com	Auto
Advanced Security Innovations		Miami Springs, FL	dtrujillo@advancedsecurityinnovations.com	Auto
American Toner & Ink Corp.	Freddy Acero	Pompano Beach, FL		Auto
Arc Mechanical, Inc.	Ed Tramazzo	Boca Raton, FL	edarcsales@gmail.com	Auto
AW Process LLC	Andy Woodford	Lakewood Ranch, FL	andy@awprocess.com	Auto
AWC Inc	Jon Hanger	Orlando, FL	jon.hanger@awc-inc.com	Auto
BEARINGS AND DRIVES, INC.	STEVE NELSON	JACKSONVILLE, FL		Auto
C.W. Fischer Electric, Inc.	Chuck Fischer	Pompano Beach, FL	chuck@fischerelectric.com	Auto
Cardinal Contractors, Inc.	Eric Macek	Lakewood Ranch, FL	emacek@prim.com	Auto
Carollo Engineers, Inc.	Stacey Biggs	Tampa, FL	mktg_fl@carollo.com	Auto
Centerline Inc		palm city, FL	estimating@centerlineinc.com	Auto
Cissell Mueller Construction, Inc	Phil Springer	Lake Worth, FL	morgan.stearn@builtbycm.com	Auto
ConstructConnect (iSqFt, Inc.)		Cincinnati, OH	content@constructconnect.com; KATHERINE.BLISS@CONSTRUCTCONNECT.COM	Auto
Core & Main LP	Susan Reed	Oakland Park, FL	susan.reed@coreandmain.com	Auto
Cutting Edge Industries Inc.	Chrissy Bennett	Pompano Beach, FL	chrissy@cuttingedgefl.com; jim@cuttingedgefl.com	Auto
D & S Steel, Inc.	Aaron McCormick	Dunnellon, FL	aaron.mccormick5@gmail.com	Auto
DACO WORLDWIDE (DACO WORLDWIDE MARKETING CORP.)	DONY PONCE	DAVIE, FL	DONY@DACOWORLD.COM	Auto
E.H. Wachs (Illinois Tool Works)	Ken Redding	Lincolnshire, IL	HCruz@EHWachs.com	Auto
Electrical Surgeon LLC	Arturo Liriano	Orlando, FL	electricalsuturing@gmail.com	Auto
Ever-Ready Electric, Inc.	Stephen Northrup	DAVIE, FL	wayne@myeverreadyelectric.com	Auto
Ferguson Waterworks (Ferguson Enterprises Inc.)	Jason Mueller	Pompano Beach, FL	jason.mueller@ferguson.com; drew.petonick@ferguson.com	Auto
Florida Clear Energy, LLC	Larry Thelmas	Fort Lauderdale, FL	Larry@FIClearEnergy.com	Auto
Florida Design Drilling Corporation	Mike Black	West Palm Beach, FL	mike@fldrilling.com	Auto
Fortiline, Inc.	Sheri Smith	Concord, NC	sheri.smith@fortiline.com	Auto
Francis Uriel Electric, Inc.	Delroy Francis	Tamarac, FL	info@felectricservices.com	Auto
Gerhold Electric Inc.	Clayton Gerhold	Sunrise, FL	Cgerhold@gerholdelect.com	Auto
GIS Industrial	Sophia Garner	Houston, TX	sgarner@gis-ip.com	Auto
Grid One Electrical Construction, Inc.	Deanna Young	South Bay, FL	Deanna@gr1d.com	Auto
Grundfos Water Utility	Ashley Dirou	Deerfield Beach, FL	GrundfosFL@outlook.com	Auto
Hi-Line Electric Co. Inc (Hi-Line, Inc.)	Terry Kimbell	Dallas, TX	tkimbell@hi-line.com	Auto
HRT Construction Group	William Hall	miramar, FL	hrtconstructiongroup@gmail.com	Auto
In Depth Inc	Zach Rogers	Palm Coast, FL	zach@indepthservicesinc.com	Auto
Infrastructure Power Systems (IPS Cooling & Power)	Jose Astacio	Orlando, FL	jastacio@infrastructurepower.net	Auto
Instrument Specialties Inc	Michael Parnell	Sanford, FL	mikep@isisales.com	Auto
INTERWORLD HIGHWAY LLC	Emily Freiday	Long Branch, NJ	EmilyF@interworldhighway.com	Auto
Jacobs Engineering Group	Mario Loaiza	Palm Beach Gardens, FL	mario.loaiza@jacobs.com	Auto
JCA Surety Group		Orlando, FL	jb@jcasurety.com	Auto

Kaman Industrial Technologies, Florida Bearings (Kaman Industrial Technologies Corp)	Alan Rooks	Ft Lauderdale, FL	arooks@floridabearings.com	Auto
Layne Christensen Company	Craig Brugger	The Woodlands, TX		Auto
Leete Generators (Ramsay-Bliese Corp)	Richard Ramsay	Santa Rosa, CA	r.ramsay@leetegenerators.com	Auto
Link Outdoor Lighting Distributors	Chuck Link	Altamonte Springs, FL	chuck@linkoutdoorlighting.com	Auto
Mader Electric Motors (John Mader Enterprises, Inc.)	Jeremy Fisher	N. Ft. Myers, FL	jfisher@maderelectricmotors.com	Auto
Man-Con Incorporated	Penny Staffa	Deerfield Beach,, FL	pennys@mancon.ws; mikei@mancon.ws; man-coninc@mancon.ws	Auto
Miami Shores Village	Donna Rockfeld	Miami Shores, FL	rockfeldd@msvfl.gov	Auto
MidTown Video		MIAMI, FL	greg@midtownvideo.com	Auto
Midwest Hose and Specialty Inc	Manuel Bou	Oklahoma City, OK	pompanosales@midwesthose.com	Auto
Miller Electric Company	Joshua Johnson	Deerfield Beach, FL	johnsonj@mecojax.com	Auto
MMJ Electric Inc.	Martin Gregoire	Pompano Beach, FL	estimating@mmjelectric.com	Auto
Mr.Wireman (Arbor Electrical Service Inc)	Margaret Anglin	Davie, FL	service@mrwireman.com	Auto
MRO Direct Solutions	Ernest Thomas	Hollywood, FL	ethomas@mrodirectsolutions.com	Auto
National Metering Services, Inc (william castle)	william castle	Kearny, NJ	wcastle@nmsnj.com	Auto
Odyssey Manufacturing Co.		Tampa, FL	pallman@odysseymanufacturing.com	Auto
Patriot Medical Solutions LLC	Carlos L Arce	Coral Springs, FL	Info@patriotmedicalsolutions.com	Auto
PKJ INTERNATIONAL LLC	Sijo Jose	Stafford, TX	sales@pkjinternational.com	Auto
Possible Logistics LLC (Possible Trucking LLC)	Richecarde Alexandre	sunrise, FL	richecarde@possiblelogisticsllc.com	Auto
Power &Pumps Inc.	Yoel Romero	Jacksonville, FL	yromero@powerandpumps.com	Auto
Powertech Controls Co. Inc.	GLENN A WOOTTON	Ronkonkoma, NY	gwootton@powertechcontrols.com	Auto
R&M Service Solutions	Michael George	West Palm Beach, FL	jwise@rmservicesolutions.com	Auto
R&M Service Solutions LLC.	Jonathan Wise	West Palm Beach, FL	jwise@rmservicesolutions.com	Auto
R.P. Utility & Excavation Corp.		Hialeah, FL	javier@rpucorp.com	Auto
Rebuild-it Services Group (652211)	john lull	midvale, UT	jlull@rebuild-it.com	Auto
Reliable Pool Contractors Inc.	Bwon Coutilien	Deerfield Beach, FL		Auto
Rexel, Inc.	TODD GILL	HOLLYWOOD, FL	TODD.GILL@REXELUSA.COM	Auto
reymech, LLC	Raul Reyes	Pembroke Pines, FL	reymech2017@gmail.com	Auto
Reynolds		Pompano Beach, FL	Bello_o@bellsouth.net	Auto
RF Environmental Services, Inc	Thad Buckley	Oakland Park, FL	thad3939@gmail.com	Auto
Royal Media Network, Inc		Windsor Mill, MD	cristine@royalimagingsolutions.com	Auto
RTS Water Solutions (Torie Phillips)	Torie Phillips	Parkville, MO	tphillips@rtswater.com	Auto
SESCO Lighting	Lauren Tracey	Maitland, FL	ltracey@sescolighting.com	Auto
Southeast Drilling Services, Inc.	Bart Ziegler	Hypoluxo, FL	SEDBIDS@SOUTHEASTDRILLING.NET	Auto
SUN PIPE AND VALVES, LLC	Rand Calender	Port St. Lucie, FL	Rand.Calender@sunpipeflorida.com	Auto
Sunbelt Electric	Robert L. Rogers	Pompano Beach, FL	robert@sunbelteletric.com	Auto
SunSource (STS Operating Inc.)	Bill Foy	Stone Mountain, GA	bfoy@sunsrce.com	Auto
Tampa Armature Works - Miami Service Center (TAW Miami Service Center, Inc.)	Jimmy Hidalgo	MIAMI, FL	jimmy.hidalgo@tawinc.com	Auto
Tattersall (Tattersall Supply, LLC)		POMPANO BEACH, FL		Auto
Tech Mech Supply LLC	Jay N. Jiseph	Pittsburgh, PA		Auto
Techy	Kimberly callahan	Deerfield Beach, FL	deerfield@techycompany.com	Auto
The Avanti Company	Eric Corey	Avon Park, FL	ecorey@avanticompany.com	Auto
Tone Marketing, LLC	Paulette Tine	Vakrico, FL	paulette@tonemktg.com	Auto
Tracer Electronics LLC	Robert L. O'Harold	Lebanon, TN	roharold@tracerelectronicsllc.com	Auto
Trippensee & Company Inc	Fred Trippensee	Sebring, FL	fwat@trippenseeshaw.com	Auto
Unlimited Electric Group	John W. Coyne	Davie, FL	John@UnlimitedElectricFL.com	Auto
US Water Services Corporation	Christina Crego	New Port Richey, FL	ccrego@uswatercorp.net	Auto
vector signs corp	paul	pompano beach, FL	paul@vectorsignscorp.com	Auto
Wagners CFT, LLC	Jonathan Hansen	Tampa, FL	jon.hansen@wagnerscft.com	Auto
Watersmart Software Inc	scott havis	san francisco, CA		Auto
WAVELINKS LLC		North Miami, FL	consulting@majesticprfl.com	Auto
WESCO/Anixter Inc	Nic Costagliola	Ft. Lauderdale, FL	ncost@wescodist.com	Auto
World Tool and Supply Inc	David Aronson	Coral Springs, FL	davida@worldtoolandsupply.com	Auto

External Invitations

Bid Notes

This is a notification that the City of Deerfield Beach intends to award the purchase of Pneumatic Actuators for Water Plant Operations, Mfr. Kinetrol USA to Flotech, Inc. Prospective vendors are asked to provide information regarding their ability to supply the products described herein.

Vendors who believe that they can provide the products of the same or greater quality and compatibility that will produce the same or greater results for the City shall submit such evidence in their response attachments by the due date of this sole source notification.

For additional information contact Paul Collette, Buyer (954) 480-4418 or pcollette@deerfield-beach.com.

Bid Activities

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

#	Filename	Description
Header	22-18-PC Sole Source Public Notification.pdf	Sole Source Public Notification
Header	22-18-PC Sole Source Letter.pdf	Sole Source Letter
Header	22-18-PC Quote.pdf	Quote

Bid Attachments Requested

The following attachments are requested with this opportunity

#	Required	Specified Attachment
1	YES	Vendor Product/Service Information and Documentation : You are required to attach to this response sufficient documentation and information to substantiate your claim on this sole / single source notification. The information you submit will be used by the City to evaluate your firm's ability to meet or exceed the quality and results of the good(s) or service(s) contemplated as a sole / single source herein.

Bid Attributes

#	Name	Note	Response
1	Completing the Statements of Qualification	All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.	Display
2	Compliance with Florida Factitious Name Statute	If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.	Display
3	Former Business Names	Under what other former names has your organization or principals holding at least 30% interest operated?	Required

4	Years of Experience	How many years has your company been in business providing the products and services that are subject to this solicitation?	Required
5	Default and Non-Performance History	Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details.	Required
6	Criminal Litigation History	Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?	Required
7	Conflicts of Interest	Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business.	Required
8	Verification of Employment Status	The successful Offeror affirms to comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the successful proposer, the successful proposer may not be awarded a public contract for a period of 1 year after the date of termination. Valid Responses: I Affirm	Required

Line Items



March 15, 2022

SOLE SOURCE NOTIFICATION

PNEUMATIC ACTUATORS FOR WATER PLANT OPERATIONS

RESPONSES ARE DUE: WEDNESDAY, MARCH 23, 2022 AT 2:00 PM EST

This is a notification that the City of Deerfield Beach intends to award the purchase of Pneumatic Actuators for Water Plant Operations to Flotech, Inc. Flotech, Inc. is the sole contracted and authorized distributor for Kinetrol, Inc. products in the municipal market for the State of Florida. The Pneumatic Actuators will be used for the existing Lime Plant filters to open and close the miscellaneous valves for the Water Plant Operations. Prospective vendors are asked to provide information regarding their ability to provide the products described herein.

Vendors who believe that they can provide the products of the same or greater quality and compatibility that will produce the same or greater results for the City shall submit such evidence in their response attachments by the due date of this sole source notification.

For additional information contact Paul Collette, Buyer at (954) 480-4418 or pcollette@deerfield-beach.com.



**Purchasing and Contract Administration Division
Sole Source Justification Form**

This form shall be completed and approved prior to all sole source purchases of \$5,000.00 and above.

Sole Source Definition - Commodities or contractual services available only from a sole source may be exempt from the quote or competitive process under the following circumstances:

- a. There is only one source or one reasonable source for the required commodity, service, or construction, or;
- b. The parts or accessories are an integral repair accessory compatible with existing equipment and are the only parts that can be reasonably used, or;
- c. The procurement is needed to ensure consistency in results as related to other products or standardization of parts or supplies as required to avoid unreasonable cost or inefficiency.

Section A – Purchase Details	
Requestor	
Department	Environmental Services
Division	Water Plant
Point of Contact	Joshua Niemann
Phone Number	954-540-0447
Vendor	
Company Name	Flotech Inc.
Address	3485 Evergreen Avenue, Jacksonville, Florida 32206
Phone Number	904-358-1849
Point of Contact and Title	Jason Wendecker
What other vendors were contacted? (List company name, contact, and phone number and explain why they were not suitable)	No other companies were contacted because the actuators are sole sourced through Flotech, Inc.
Product or Service	
Product/Service Name	Kintrol 157-100 double acting vane actuator, 187-100 Double acting vane actuator
Manufacturer	Kinetrol USA
Make/Model #	VLS LS 2-SPDT 157-104UV05004M
Price	\$46,130.00
Did you negotiate the terms or prices with the vendor? ☒ Yes ☐ No	
Why is this price considered to be fair and reasonable? Based on online queries this price reflects the going rate for a mixer and control panel of equivalent size.	
Will this purchase obligate the City to a particular vendor in the future? (Either in terms of maintenance, services, or re-purchase for compatibility reasons) x ☒ Yes ☐ No	



**Purchasing and Contract Administration Division
Sole Source Justification Form**

Section B – Justification

This is a sole source because (choose any that apply):

- ☒ Sole provider of a licensed or patented good or service
- ☐ Sole provider of items compatible with existing equipment, inventory, systems, programs, or services.
- ☐ Sole provider of goods and services for which the city has established a standard. (new standards require the competitive solicitation process)
- ☐ Sole provider of factory-authorized warranty service
- ☒ Sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail below or reference an attachment).
- ☐ The vendor/distributor is the owner of used equipment that would represent a best-value purchase for the City and is advantageous to the City. (Please provide information on current market prices, availability, etc.)

What necessary features does this vendor provide which are not available from other vendors? Please be specific. This vendor is the sole contracted and authorized distributor for Kinetrol USA products in the municipal market for the State of Florida. The City can only purchase the Kinetrol pneumatic actuators from Flotech, Inc.

Attach documentation to substantiate this sole source claim including but not limited to: vendor quotes, product manuals, sole source letters, and patents or copyrights.

Section C – Routing, Certification and Approval

My department's recommendation for a sole source purchase is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part nor do I have any personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers that exist.

1. Requestor

Joshua Niemann 03/02/2022
Signature Date

2. Department Director

Priscilla Cygielnik 03/02/2022
Signature Date

3. Purchasing Manager

Based on the information provided in Sections A and B and the attached supporting documents, I recommend ☒ do not recommend ☐ this being certified as a sole source.

Required ☒ / not required ☐ to be advertised for a period of 7 business days before award.

Beremin Woods
Signature

3/31/2022
Date

4. City Manager

I hereby certify that this purchase is a Sole Source.

[Signature]
Signature

4/22/22
Date



January 4, 2022

Subject: Sole Source Letter

To whom it may concern,

The purpose of this letter is to confirm that Flotech is the sole contracted authorized distributor for **Kinetrol** products in the Municipal market for the state of Florida.

Nationally we utilize a network of independent representatives to serve the Municipal market segment in specific territories. The authorized distributor for **Kinetrol** products in these territories has the expertise, knowledge, training and access to the latest product developments and upgrades, along with genuine OEM parts for the **Kinetrol** brand. Flotech is trained in the latest methods in care and startup of **Kinetrol** equipment and has the ability to execute warranty claims. As the authorized local **Kinetrol** product outlet, Flotech is fully equipped for local technical, commercial and service support and has full backing of **Kinetrol Company**.

Please do not hesitate to contact me if I can provide any additional information

Sincerely yours,

Scott Cowan
Southeast Regional Sales Manager
Kinetrol USA
1085 Ohio Dr.
Plano, Tx.

Office Phone 972-447-9443
Cell:972-835-9019



Your Valve & Automation Experts

FLOTECH INC

JACKSONVILLE FL 32218

Telephone: 904-358-1849

Fax:

QUOTATION

QUOTE NO.

780113

DATE

04/01/22

VALID UNTIL

05/31/22

Page 1 of 1

Sold to

CITY OF DEERFIELD BEACH

290 GOOLSBY BLVD.

DEERFIELD BEACH, FL 33442

Ship to

BUYER JOSHUA NIEMANN	CUSTOMER REF NO.	SHIP VIA BEST WAY	F.O.B.		FREIGHT Prepaid & Add	
CUST. NO. 871253	INSIDE SALESMAN Jason Wendecker	ACCOUNT MANAGER Municipal Florida	TERMS Net 30		QUOTE LEAD TIME SEE BELOW	
Part No.	Description		Whse	Qty	Unit Price	Ext. Price

***IF FAVORED WITH AN ORDER, PLEASE ISSUE
PURCHASE ORDER TO FLOTECH INC.***

157-104UV05004M	KINETROL 157-100 DOUBLE ACTING VANE ACTUATOR W/ VLS LS 2-SPDT 157-104UV05004M	07A	2	\$4,066.00	\$8,132.00
-----------------	--	-----	---	------------	------------

*INCLUDES CARBON STEEL MOUNTING & ADAPTION TO
MOUNT TO A PRATT 20" 2FII BUTTERFLY VALVE*

147-104UV05004M	KINETROL 147-100 DOUBLE ACTING VANE ACTUATOR W/ VLS LS 2-SPDT 147-104UV05004M	07A	10	\$2,594.00	\$25,940.00
-----------------	--	-----	----	------------	-------------

*INCLUDES CARBON STEEL MOUNTING & ADAPTION TO
MOUNT TO A PRATT 16" 2FII BUTTERFLY VALVE*

187-104UV05004M	KINETROL 187-100 DOUBLE ACTING VANE ACTUATOR W/ VLS LS 2-SPDT 187-104UV05004M	07A	1	\$12,058.00	\$12,058.00
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*INCLUDES CARBON STEEL MOUNTING & ADAPTION TO
MOUNT TO A PRATT 24" 2FII BUTTERFLY VALVE*

NOTES:

SHIPPING:

(A) ACTUATORS - 2 - 4 WEEKS ARO - SUBJECT TO
PRIOR SALE

W/ KINETROL TO COVER THE FREIGHT

(B) CARBON STEEL MOUNTING & ADAPTION KITS - 3 -5
WEEKS ARO

PRICING BASED UPON PURCHASE OF ENTIRE SCOPE
QUOTED. IF PURCHASED SCOPE DIFFERS FROM
QUOTED PRICING IS SUBJECT TO CHANGE.

REV 1

Subtotal	\$46,130.00
Tax	\$0.00
TOTAL	\$46,130.00

All Sales and Invoices are subject to 1-1/2% late fee, per month, based on Invoice Date.

LIMITATION OF LIABILITY: UNDER NO CIRCUMSTANCES SHALL FLOTECH INC BE LIABLE TO PURCHASER FOR INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES IN EXCESS OF AN AMOUNT EQUAL TO THE NET CONTRACT VALUE OF THE PRODUCTS PROVIDED BY FLOTECH TO PURCHASER WITH THIS QUOTATION UNDER OR IN CONNECTION WITH ORDERS FOR PRODUCTS AND THESE TERMS AND CONDITIONS, WHETHER ANY CLAIM FOR RECOVERY IS BASED UPON OR ARISES OUT OF THEORIES OF BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR OTHERWISE. FURTHERMORE, UNDER NO CIRCUMSTANCE SHALL THIS PROVISION BE MODIFIED BY ANY CONTRARY TERM OR CONDITION CONTAINED IN ANY PURCHASER REQUEST FOR PROPOSAL, ORDER FORM, PURCHASE ORDER OR SIMILAR DOCUMENT UNLESS NEGOTIATED, SUPPORTED BY A SEPARATE CONSIDERATION, AGREED TO IN WRITING AND SIGNED BY BOTH PURCHASER AND FLOTECH, INC.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1210

Agenda Date: 5/3/2022

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 Contract #JPP22-06-2022 with the Areawide Council on Aging of Broward County, Inc., for the Center of Active Aging Emergency Home Energy Assistance Program; authorizing execution of the Contract in an amount not to exceed \$5,000.00; and providing an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: N/A

Account Name: Home Energy Assistance

Account Number: 001-1703-331-69-91

Background/History

The Center for Active Aging has been providing Emergency Home Energy Assistance for eligible seniors, 60 years old and older, who are experiencing a home energy crisis. This agreement provides funding for the Emergency Home Energy Assistance Program through the Department of Elderly Affairs, American Rescue Plan funds.

Current Activity

The Center for Active Aging assists with the payment of electric bills for income-eligible seniors 60 years old who are in danger of having their electricity turned off or if they have received a final notice from Florida Power and Light.

Recommendation

Approval is recommended.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING CONTRACT #JPP22-06-2022 WITH THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC., FOR THE CENTER OF ACTIVE AGING EMERGENCY HOME ENERGY ASSISTANCE PROGRAM; AUTHORIZING EXECUTION OF THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$5,000.00; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on December 3, 2019, the City Commission approved Master Contract #JM020-06-2022 (the “Master Contract”) with the Areawide Council on Aging of Broward County, Inc. (the “Council”) for service delivery for the Center for Active Aging; and

WHEREAS, the contract term for the Master Contract with the Council is from January 1, 2020 through December 31, 2022; and

WHEREAS, the Council desires to contract with the City to provide funds for the Center for Active Aging’s Emergency Home Energy Assistance Program (the “EHEAP”); and

WHEREAS, the EHEAP provides funds for emergency home energy assistance to income eligible seniors that are 60 years old and older who have received final notice or disconnection notices from Florida Power & Light; and

WHEREAS, eligible elders may receive multiple crisis assistance benefits that combined do not exceed \$5,000 during the period between April 1, 2022 and September 30, 2022; and

WHEREAS, the City Commission finds it to be in the best interest of the City to approve and authorize execution of Contract #JPP22-06-2022 with the Council, attached as Exhibit “A,” for EHEAP funding in an amount not to exceed \$5,000.00 (the “Contract”).

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 Contract with the Council, attached as Exhibit “A,” for EHEAP funding in an amount not to exceed \$5,000.00.

Section 3. The City Manager is authorized to execute the Contract with the Council, attached as Exhibit “A,” together with such additional terms and conditions that are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

THIS CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the “Council,” and **City of Deerfield Beach, Florida/Northeast Focal Point Senior Center dba Department of Active Aging**, hereinafter referred to as the “Contractor”, and collectively referred to as the “Parties.” This Contract is subject to all provisions contained in the Master Contract executed between the Council and the Contractor and its successor, as revised or renewed from time to time, incorporated herein by reference.

WITNESSETH THAT:

WHEREAS, the Council has determined that it is in need of certain services as described herein; and **WHEREAS**, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent Contractor for the Council.

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Purpose of Contract

The purpose of this Contract is to provide services in accordance with the terms and conditions specified in this Contract including all attachments, forms, exhibits and references incorporated, which constitute the contract document.

2. Incorporation of Documents within the Contract

This Contract will incorporate attachments, proposal(s), service provider application(s), grant contracts, relevant State of Florida, Department of Elder Affairs’ handbooks, manuals or desk books and Master Contract, as an integral part of the contract, except to the extent that the contract explicitly provides to the contrary. In the event of conflict in language among any of the documents reference above, the specific provisions and requirements of the contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this Contract document and identified attachments.

3. Term of Contract

This Agreement when executed will have an effective date of April 1, 2022. It will end at midnight, Eastern Standard Time, September 30, 2022.

4. Contract Amount

The Council agrees to pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed **\$5,000.00** or the rate schedule, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

5. Renewals

By mutual agreement of the Parties, in accordance with s. 287.058(1)(g), F.S., the Council may renew the contract for a period not to exceed three years, or the term of the original contract, whichever is longer. The renewal price, or method for determining a renewal price, is set forth in the bid, proposal, or reply to the Council’s request for Service Provider Application. No other costs for the renewal may be charge. Any renewal is subject to the same terms and conditions as the original contract and contingent upon satisfactory performance evaluations by the Council and the availability of funds.

6. Provision of Services:

The Contractor shall provide services in the manner described in ATTACHMENT I.

7. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

a.	The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment shall be made is:	City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
b.	The name of the contact person and street address where financial and administrative records are maintained is:	City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging Donna DeFronzo, Director of Senior Services 227 NW 2nd Street Deerfield Beach, FL 33441
c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under this Contract is:	City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging Donna DeFronzo, Director of Senior Services 227 NW 2nd Street Deerfield Beach, FL 33441 954-480-4449
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road Sunrise, FL 33351
e.	The name, address, and telephone number of the Council's Program Specialist for this Contract is:	Olga Fortune Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, address, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this Contract.		

8. All Terms and Conditions Included:

This Contract and its Attachments, I - XX and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations or agreements, either written or verbal between the Parties. By signing this Contract, the Parties agree that they have read and agree to the entire contract.

IN WITNESS THEREOF, the Parties hereto have caused this 64-page contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:**City of Deerfield Beach, Florida / Northeast
Focal Point Senior Center dba Department
of Active Aging****BOARD PRESIDENT OR AUTHORIZED
DESIGNEE****Areawide Council on Aging of
Broward County, Inc.**_____
SIGNATURE_____
NAME:_____
TITLE:_____
DATE:FEDERAL ID NUMBER: 59-6000305
FISCAL YEAR-END DATE: September 30
DUNS: 086-382-090_____
SIGNATURE_____
JOHN G. PRIMEAU
NAME:_____
PRESIDENT
TITLE:_____
DATE:

ATTACHMENT I

STATEMENT OF WORK

I. SERVICES TO BE PROVIDED

A. DEFINITION OF TERMS

1. **Eighteen (18) hour rule** – The timeframe within which all applications for life-threatening crisis assistance shall be acted upon, with an eligible action to mediate the crisis being taken and documented in the client file within eighteen (18) hours of the application date stamp.
2. **Forty-eight (48) hour rule** – The timeframe within which all applications for standard crisis assistance shall be acted upon, with an eligible action to mediate the crisis being taken and documented in the client file within forty-eight (48) hours of the application date stamp.
3. **Caseworker** – Person who is responsible for determining program eligibility by completing the Emergency Home Energy Assistance for the Elderly Program American Rescue Plan Act of 2021 Supplemental Grant (EHEAP ARP) Eligibility Worksheet (Attachment XVI) and for awarding crisis benefits.
4. **Caseworker Signature Date** – The date that the client's completed application is processed, eligibility determined, and the crisis resolved. This date shall not be changed. Signatures must be in ink. Rubber-stamped signatures will not be accepted.
5. **Categorically Eligible** – Applicants will be considered eligible to receive EHEAP ARP services, regardless if their household income is exceeding 150% of the Federal Poverty Guideline, if any member of their household is receiving Temporary Assistance for Needy Families (TANF), Supplemental Social Security (SSI), or Supplemental Nutrition Assistance Program (SNAP) benefits.
6. **Client Application Date** – The date the application is completed (whether by self or with assistance) and signed by the elder. This date shall not be changed. If an elder cannot write their signature on the application, or any other required document, the elder shall sign with an "X" in the presence of two witnesses, who shall also sign the application. Signatures must be in ink. Rubber-stamped signatures will not be accepted.
7. **Crisis** – A home cooling or heating crisis exists when an elder has no access to, or is in danger of losing access to, needed home energy.
8. **Crisis Assistance** – Assistance provided to an elder who has no access to, or is in danger of losing access to, needed home energy.
9. **Date of Resolution** – The date that a documented commitment to pay was made to the utility vendor to resolve the energy crisis. This date is used as the EHEAP ARP Client Enrollment date in the Department of Elder Affairs' Client Information and Registration Tracking System (CIRTS). This date shall not be changed.
 - a. The amount of time elapsed between the Date Stamp and the Date of Resolution shall determine if the 18 or 48-hour rule was met.
 - b. Vendors must be paid within forty-five (45) days of the date of resolution.
10. **Date Stamp** – The date the application and all required documentation is presented in acceptable form to intake staff. An inked stamp must be used, and the date shall not be changed. The 18 or 48-hour rule for crisis resolution begins when the application is date stamped.
11. **Disability** – A disabling condition that causes an elder to be determined eligible to receive Supplement Security Income (SSI) or Social Security Disability Income (SSDI) from the Social

Security Administration.

12. **Elder** – An individual aged sixty (60) years or older.
13. **Eligible Action** – An action taken by the caseworker to mediate an elder’s energy crisis. Eligible actions include:
 - a. Approval of an elder’s application;
 - b. Denial of an elder’s application pending further information;
 - c. Denial of an elder’s application because the elder is deemed ineligible;
 - d. Contact with a utility vendor to halt utility disconnection or interruption in services; or
 - e. Written referral to, and providing the elder with assistance to contact, another agency if EHEAP ARP funding is not available or the elder is ineligible.
14. **Energy Subsidy** – Utility costs paid directly or indirectly to the elder who lives in government–subsidized housing.
15. **Household** – Any individual or group of individuals who are living together as one economic unit for whom residential energy is customarily purchased in common or who make undesignated payments for energy in the form of rent.
16. **Household Member** – Persons in a household who share a common kitchen or bath and purchase residential energy in common.
17. **Intake Worker** – Person who accepts the EHEAP ARP application and required documentation and may have the responsibility to determine eligibility or award crisis benefits.
18. **Minimum Level of Service** – Service to a minimum of one household per month.
19. **Crisis Assistance Benefit** – Payment of heating/cooling energy bill; the purchase of a heating/cooling device; and/or the repair of a heating/cooling device.
20. **Priority for Assistance** – Households with the highest home energy needs and lowest household income, which will be determined by taking into account both the energy burden and the unique situation of such households with members of vulnerable populations, including very young children, individuals with disabilities, and frail elder individuals.
21. **Provider** – The entity that has entered into a contract, subcontract, or Memorandum of Understanding (MOU) to provide services under EHEAP ARP. For the purposes of this Contract, the terms “Provider” and “Contractor” may be used interchangeably.
22. **Reasonable Promptness** - Within fifteen (15) working days of receiving the client’s completed application.
23. **Request for Payment** – Submission of actual monthly expenditures for reimbursement.
24. **Service Unit** – One individual (elder) served.
25. **Social Security Number** – The number on an elder’s Social Security card or the number provided by an award or determination letter from an entity, such as a government agency, that has already verified the social security number.
26. **Supervisory/Peer Review Date** – The date that a supervisor or peer reviewed the application and documentation and signed the application indicating vendor payment can be made. The intent of the supervisor/peer review is to avoid errors in eligibility determination and payment amounts and to alleviate the possibility of fraud. This date shall not be changed. Signatures must be in ink. Rubber-stamped signatures will not be accepted.
27. **Verification Date** – The date the caseworker verified previous Low-Income Home Energy

Assistance Program (LIHEAP) crisis benefits with the LIHEAP provider or verified the minimum amount necessary to resolve the crisis with the utility company. This date shall not be changed.

B. GENERAL DESCRIPTION

1. General Statement

The Emergency Home Energy Assistance for the Elderly Program American Rescue Plan Act of 2021 Supplemental Grant (EHEAP ARP) serves the mission of the Department of Elder Affairs by providing home energy assistance aid to elders in the event of a home energy heating or cooling emergency. EHEAP ARP is designed to assist low-income households with at least one member aged sixty (60) or older experiencing a heating or cooling emergency.

2. Authority

The relevant federal and state authorities governing EHEAP ARP are:

- a. Low Income Home Energy Assistance Act of 1981 (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, P.L. 97-35), as amended;
- b. ARP Act of 2021;
- c. 42 United States Code (U.S.C.) § 8621 et seq.;
- d. 45 Code of Federal Regulations (CFR) Part 96, Subpart H (§§ 96.80-96.89);
- e. Section 409.508, Florida Statutes (F.S.) and Rule 73C-26.021(3), Florida Administrative Code (F.A.C.);
- f. Rule Chapter 73C-26, F.A.C.;
- g. State of Florida LIHEAP Policies and Procedures Manual; and
- h. LIHEAP State Plan.

3. Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of EHEAP ARP Act. Eligible elders may receive multiple crisis assistance benefit(s) that combined not to exceed \$5,000.00 during the term of this agreement. Eligible, elders may receive crisis assistance benefits during the period from April 1, 2022 to September 30, 2022.

- a. The services provided under this Contract shall be in a manner consistent with and described in Attachment I, Section II. Manner of Service Provision. The Contractor shall ensure the following service tasks are completed:
 - (1) Consumer Outreach;
 - (2) Elder's Benefit Eligibility Determination; and
 - (3) Benefit Disbursement.

4. Major Program Goals

EHEAP ARP is designed to provide crisis assistance to eligible low-income households with at least one individual aged sixty (60) or older experiencing a heating or cooling emergency. The Summer and Winter Crisis seasons are waived until the ARP Act funding is fully expended.

a. Standard Crisis

A standard home cooling or heating crisis exists when an elder has no access to, or is in

danger of losing access to, needed home energy because one or more of the following conditions is present:

- (1) The elder has been notified that the energy source for cooling or heating is going to be disconnected;
- (2) The elder has received a notice indicating the energy source is delinquent or past due; and/or
- (3) The elder has an energy bill for which the due date has lapsed;

b. Life-Threatening Crisis

A life-threatening home cooling or heating crisis exists if one of the following conditions is present:

- (1) The elder's home cooling or heating energy source has been disconnected;
- (2) The elder is unable to get delivery of fuel for heating, is out of fuel for heating, or is in danger of being out of fuel for heating; or
- (3) The elder has other problems with lack of cooling or heating in the home, such as needing to pay a deposit, needing a repair of heating or cooling equipment, or needing an interim emergency measure to avoid further crisis.

c. Crisis Assistance

Allowable categories for crisis assistance are:

- (1) Utility payments for heating/cooling bill assistance for electric, gas, propane, wood, coal, or refillable fuels;
- (2) Temporary emergency shelter (if needed due to energy-related crisis);
- (3) Payment to landlords (when utility costs are included in rent);
- (4) Repairs or replacements to heating/cooling units (as long as the amount is within the benefit limits and the work is done by a licensed contractor);
- (5) Deposits to connect or restore energy;
- (6) Late fees, disconnect fees, and reconnect fees;
- (7) Charges from a previous account held by the applicant that is now closed;
- (8) Blankets and fans;
- (9) Taxes and fees associated with the client's utility bill towards the energy portion. In some cases, where the utility vendor combines all the other fees and taxes, which also includes non-home energy services, such taxes and fees can be paid with EHEAP ARP funding.

Example: In a case where taxes for other services are commingled with taxes for home energy services, proceed with paying the taxes portion of the bill.

- (10) Other allowable payments are those related to the start-up of services, including reasonable connection or reconnection fees, delivery fees, deposits, and other fees related to the start-up of service.

C. CLIENTS TO BE SERVED

1. General Description

EHEAP ARP provides for direct client services to elders in low-income households experiencing a home energy heating or cooling emergency. A household receiving EHEAP ARP services may not have an income above one hundred fifty percent (150%) of the poverty level, as published by the United States Department of Health and Human Services, unless the household is determined categorically eligible.

2. Client Eligibility

To be eligible for services under this Contract, and to receive assistance, an elder must:

- a. Be aged sixty (60) or older;
- b. Reside in the EHEAP ARP service area (Broward County) at the time the home energy costs were incurred;
- c. Complete and return an EHEAP ARP application with all required information and verification to the Contractor, while funds remain available;
- d. Provide a fuel bill or other documentation evidencing an energy emergency and an obligation to pay for home energy costs for the home in which they live;
- e. Possess a total gross household income of not more than one hundred fifty percent (150%) of the Office of Management and Budget (OMB) federal poverty level for the size of the household, in accordance with Section I.C.3.d. below, or be determined categorically eligible to receive EHEAP ARP benefits;
- f. Be experiencing one or more verifiable home cooling or heating crises;
- g. Not be a resident of a group living facility or a home where the cost of residency is at least partially paid (or subsidized) through a foster care or residential program administered by the state;
- h. Not be a student living in a dormitory; and
- i. Legally reside in the State of Florida.

3. Client Determination

The Contractor shall begin taking applications for EHEAP ARP services upon execution of this Contract and continue taking applications until the contract expires or funds are exhausted. The Contractor shall not accept applications when funds are exhausted for a particular time period. The Contractor shall:

- a. Provide assistance to elders in completing DOE-provided applications for assistance and determining eligibility;
- b. Ensure that no one is excluded from program participation on the grounds of race, color, national origin, sex, or age, and ensure that such persons shall not be subjected to discrimination under any activity funded in whole or in part with these funds;
- c. Treat homeowners and those who rent equitably under this Contract;
- d. Calculate the income eligibility of the elder by using the past thirty (30) days earnings for all occupants of the household annualized or the elder's current economic situation and reference the current year Sources of Income (Attachment XV) to determine what is considered allowable income. The Contractor shall proceed as follows:
 - (1) Total household income cannot exceed one hundred fifty percent (150%) of the current Federal Poverty Income Guidelines (Attachment XIII), unless the household

- is determined categorically eligible; and
- (2) Obtain a written self-declaration from any household members aged eighteen (18) years or older claiming zero income. The self-declarations must be completed and signed by the household member who is claiming zero income.
- e. Determine if all or part of the elder's utility costs are paid directly (utility reimbursement) or indirectly (utility allowance) by the government if the elder lives in government-subsidized housing. The Contractor shall proceed as follows:
- (1) If total home heating or cooling costs are included in the rent and the elder has no obligation to pay any portion of the costs, then the elder is not eligible for assistance; and
 - (2) If there is a Florida Section 8 (Housing Choice Voucher Program) or a Public Housing Authority (PHA) Program energy subsidy available to the elder during the period covered by the utility bill, then the elder is only eligible for partial assistance. The energy subsidy for the period covered by the utility bill must be subtracted from the allowable EHEAP ARP benefit calculated for the household.
- f. Use program qualification approvals or notifications from TANF, SSI, or SNAP to document household size and income of elders, or to determine and document categorical eligibility to receive EHEAP ARP benefits. The benefit level to be provided to elders receiving TANF, SSI, and SNAP shall be the same as that provided to other qualified elders;
- g. Obtain a signed statement of maintenance from the elder explaining how basic living expenses (i.e., food, shelter, and transportation) are being provided if the total household income is less than fifty percent (50%) of the current State Median Income Guidelines and no one in the household is receiving SNAP;
- h. Ensure elders receive no more than one approved crisis assistance benefit during the cooling season, April 1 through September 30, and one approved crisis assistance benefit during the heating season, October 1 through March 31. The Contractor shall proceed as follows:
- (1) Crisis assistance benefit may consist of payment of more than one energy obligation, per heating and cooling season, for a household to resolve a single crisis, thus allowing for:
 - (i) The purchase or repair of fans, blankets, air conditioners, and/or portable heaters in addition to heating/cooling bill assistance, that combined does not exceed the maximum crisis; and
 - (ii) Crisis situations which may involve a heater or air conditioner that is powered by both gas and electricity, in which case both energy obligations are eligible for a crisis benefit payment that combined does not exceed the maximum crisis benefit.
 - (2) Water, sewer, garbage, and fire, etc. charges may not be paid;
 - (3) Repair or replacement of a heating/cooling unit is allowable, provided any required installation or repair work is completed by a licensed contractor;
 - (4) Deposits to connect or restore energy are allowable;
 - (5) Late fees, disconnect fees, and reconnect fees are allowable;
 - (6) Charges from a previous account held by the elder that is now closed are allowable;

- (7) Payment to landlord when utility costs are included in the elder's rent is allowable; and
- (8) Payment for temporary emergency shelter is allowable if due to an energy-related crisis.
- i. In no case shall the Contractor be required to incur costs in excess of the full contract amount to provide services to the clients.

II. MANNER OF SERVICE PROVISION

A. SERVICE TASKS

In order to achieve the goals of EHEAP ARP, the Contractor shall ensure the following tasks are performed:

1. Ensure that all eligible elders meet the requirements of Section I.C.2. above;
2. Ensure that all energy assistance payments made to home energy vendors comply with the requirements of Section II.A.14.d. below;
3. Implement appropriate program management and operational controls to ensure actions are taken to resolve a home energy emergency within 18 hours of application approval for crisis benefits when the consumer is in a life-threatening situation. For non-life-threatening situations, actions must be undertaken to resolve the home energy emergency within 48 hours of application approval with standard crisis assistance.
4. Provide all elders approved for EHEAP ARP funding with a written Notice of Approval and Appeal within fifteen (15) working days of crisis resolution. The written Notice of Approval and Appeal shall include:
 - a. Type and amount of assistance;
 - b. Name of the home energy vendor to be paid on elder's behalf;
 - c. The next date when the elder will be eligible to apply for further assistance; and
 - d. Contractor's appeal process.
5. Provide all elders whose EHEAP ARP applications were denied with a written Notice of Denial and Appeal within fifteen (15) working days of receiving the elder's application. The written Notice of Denial and Appeal shall contain:
 - a. Name of the elder;
 - b. Date of application;
 - c. Type of benefit sought;
 - d. Reason(s) for denial;
 - e. Statement on Contractor's benefit limits, if applicable;
 - f. Contractor's appeal process;
 - g. Explanation of circumstances under which the elder may reapply;
 - h. Information or documentation needed for the elder to reapply;
 - i. The name, address, and phone number applicable to the appeal process; and
 - j. Number of days the elder has to file the appeal.

6. Maintain consumer appeal procedures that provide an opportunity for a fair administrative hearing to elders whose applications for assistance are denied or whose applications are not acted upon with reasonable promptness;
7. Provide an opportunity for elders to file a written appeal or complaint with the Contractor within ten (10) working days of receipt of the written Notice of Denial and Appeal.
 - a. Upon receipt of a validly filed appeal or complaint, the Contractor must respond in writing within ten (10) working days;
 - b. Elders may appeal the Contractor's first response by filing objections to the response with the Contractor's Director, Executive Director, or Board Chair, as applicable, within five (5) working days of receipt of the first response; and
 - c. Upon receipt of a validly filed objection to the first response, the Contractor must respond in writing within ten (10) working days, and the response must clearly state the final outcome of the appeal, that the decision is final, and if applicable, the circumstances under which the elder may reapply for services.
8. Post appeal provisions in a prominent place and in plain view at all locations where EHEAP ARP applications are received;
9. Ensure all ineligible applicants and applicants denied crisis assistance, when EHEAP ARP funds are not available or are insufficient to meet their emergency home energy needs, are referred to and assisted in securing help through other community resources;
10. Ensure no consumer fees are charged to, nor donations accepted from, an elder as a prerequisite for receiving EHEAP ARP benefits. The Contractor shall post the following notice in a conspicuous place at all locations where EHEAP ARP applications are received: "No money, cash, or checks will be requested or received from customers in the EHEAP ARP office. If an employee asks for money, report this to the agency executive director or department head.";
11. Compare LIHEAP records and EHEAP ARP records for households with elderly members to avoid duplicate crisis assistance payment during the same eligibility period and maintain documentation sufficient to ensure compliance with this requirement;
12. Maintain a written policy and implement procedures to protect and secure elder applicants' information and social security numbers in order to protect their identities from theft or fraud. This policy shall address the handling of both paper and electronic records and files. The Contractor shall, in collecting elders' social security numbers, use the Notice Regarding Collection of Social Security Numbers, which is incorporated into this Contract by reference, (Notice of Instruction #071113-1-I-SWCBS, <http://elderaffairs.state.fl.us/doea/notices/July13/LIHEAP%20Notice%20re%20Social%20Security%20Numbers%20Final.pdf>). The Notice Regarding Collection of Social Security Numbers shall be signed by the elder and retained in the client file;
13. Perform consumer outreach to ensure that households Broward County wishing to benefit from the program have the opportunity to do so. The Contractor shall undertake consumer outreach initiatives in Broward County designed to inform potentially eligible households about EHEAP ARP. Outreach efforts must focus on elderly households with disabled individuals, young children, and where the highest percentage of the household income is required to pay for their home energy. Specific outreach initiatives shall include, but are not limited to, the following:
 - a. Informing all local agencies, non-profits, and similar organizations that are in regular

- contact with the low-income population about the EHEAP ARP program, especially those serving seniors;
- b.** Encouraging EHEAP ARP program participation through local television and radio programs, and placing announcements of the EHEAP ARP program in media community calendars;
 - c.** Developing and implementing a written procedure for making home visits to households with homebound elderly persons in order to assist with the completion of the program application when other assistance is not available;
 - d.** Making visits to provide information and/or making presentations about EHEAP ARP in response to requests by local congregational centers serving elderly or disabled persons;
 - e.** Providing information concerning the local weatherization program to all persons who request it (including organizations that provide outreach activities); and
 - f.** Maintaining an EHEAP ARP Outreach Activity Report to demonstrate to the Council that outreach efforts to inform potentially eligible households about EHEAP ARP are conducted to target households in service area.
- 14.** Coordinate services with other program partners and stakeholders to prevent the duplication of services, facilitate referrals, and improve the efficiency of services for consumers. Coordination activities shall include, but not be limited to, the following:
- a.** Communicating with DEO LIHEAP contractors in their respective service areas to prevent the duplication of benefits to elders. Additionally, the Contractor shall review LIHEAP and EHEAP ARP records for households with elderly members to ensure that duplicate crisis assistance payments are not received during the same heating or cooling season;
 - b.** Developing a new, or continuing an existing, Memorandum of Understanding (MOU) with the Weatherization Assistance Program (WAP) in Broward County. The MOU shall detail cooperative efforts and describe the actions that will be taken by either the Contractor or the Council and WAP agency to ensure coordination and referrals. Contractor, in coordination with the local WAP agency, shall develop a system by which elders who have received more than three EHEAP ARP and LIHEAP benefits in the last eighteen (18) months and who are homeowners are referred to a WAP provider. The MOU shall be reviewed and renewed at least every five years. The Contractor shall maintain copies of all MOUs. MOUs with local WAP agencies shall be updated if the contracting parties change. The MOUs must be applicable to Contractor's current EHEAP ARP program requirements and guidelines;
 - c.** Establishing a new, or continuing an existing, MOU with Broward County LIHEAP contractors. Each MOU shall ensure coordination of services to avoid duplication of assistance and increase the quality of services provided to elders. The MOU shall direct LIHEAP providers to refer elders aged sixty (60) or older to EHEAP ARP providers for energy assistance. The MOU shall be reviewed and renewed at least every five (5) years. The Contractor shall maintain copies of all MOUs. MOUs with local LIHEAP agencies shall be updated if the contracting parties change. The MOUs must be applicable to Contractor's current EHEAP ARP program requirements and guidelines;
 - d.** Developing agreements with home energy vendors that benefit elders. The Contractor shall maintain copies of all vendor agreements. All agreements between the Contractor and home energy vendors shall contain the following conditions:

- (1) The beginning and ending date of the Vendor Agreement;
- (2) The Contractor's representative(s) authorized to resolve a crisis situation and make a payment commitment on behalf of an elder;
- (3) The home energy vendor's representative(s) authorized to resolve a crisis;
- (4) A description of how energy payments will be made directly to the home energy vendor on behalf of the EHEAP ARP eligible customer;
- (5) Assurance from the home energy vendor that no household receiving EHEAP ARP assistance will be treated adversely because of such assistance under applicable provisions of state law or public regulatory requirements;
- (6) Assurance that the home energy vendor will not discriminate, either in the cost of goods supplied or the services provided, against the eligible household on whose behalf payments are made;
- (7) A statement that only energy-related elements of a utility bill are to be paid. Water, sewer, garbage, and fire, etc. charges are not covered as part of the utility bill of the household. However, EHEAP ARP does allow an exception with water that is used for air conditioning, i.e. an evaporated cooler;
- (8) A statement that the Contractor may not pay for charges that result from illegal activities such as a worthless check or meter tampering, and that the home energy vendor is aware that those charges are the responsibility of the elder;
- (9) Assurance from the home energy vendor that when the benefit amount to the elder does not pay for the complete charges owed by an elder, the elder is responsible for the remaining amount owed;
- (10) Details on how the home energy vendor will assist the Contractor in verifying the elder's account information and, in the case of crisis assistance, make timely commitments to resolve the crisis. A process should be in place to verify the current amount owed and the minimum amount necessary to resolve the crisis situation;
- (11) Contractor's commitment to make payment to the home energy vendor within forty-five (45) days of the date of crisis resolution;
- (12) Assurance from the home energy vendor that when EHEAP ARP payments made to the vendor cannot be applied to the elder's account, the funds will be returned to the Contractor or, with the Contractor's approval, be applied to another eligible customer's account;
- (13) Assurance that the Contractor shall collect a signed Authorization for Release of General and/or Confidential Information
http://elderaffairs.state.fl.us/doea/notices/sept15/Authorization_for_Release_client%20waiver_8%2020%2015.pdf) for EHEAP ARP Data from each eligible elder and ensure the signed releases are available for inspection by the home energy vendor;
- (14) Assurance that the home energy vendor is aware that as long as signed Authorization for Release of General and/or Confidential Information for EHEAP ARP Data are collected and available, the home energy vendor will provide the requested customer data to DEO;
- (15) The agreement will be reviewed by both parties at least every five (5) years;
- (16) The agreement must be signed by a representative of both the Contractor and the

vendor who has authority to bind the entity and enter into such commitments; and

- (17) The home energy vendor, with the exception of municipal providers, must be in “active” status with the State of Florida (<http://sunbiz.org/search.html>) and the vendor’s name must be checked on Excluded Parties List System (EPLS) (<https://www.epls.gov>). The business name on the vendor agreement must match the legal business name on the State of Florida website.
- 15. Comply with the Federal Financial Accountability and Transparency Act (FFATA) by securing a Dun and Bradstreet Numbering System (DUNS) number (www.dnb.com) and maintaining an active and current profile in the System for Award Management (SAM) (www.sam.gov); and
- 16. Based on local need for EHEAP ARP services and other non-EHEAP ARP energy assistance resources in the service area, the Contractor may limit crisis benefits to less than those stated in Section I.C.3.h. Policy changes concerning the amount of crisis benefits available to elders require DOEAP approval and require notification of the change be sent to current and potential elders.

B. STAFFING REQUIREMENTS

- 1. The Contractor shall dedicate the staff necessary as required to meet the obligations of this Contract and ensure that the staff responsible for performing under this Contract have the qualifications as specified in the DOEAP Program and Services Handbook. The Contractor shall ensure the provision of training for all staff members assigned responsibilities within the program.
 - a. For the term of this Contract, each month the Contractor shall provide to the Council the following information:
 - (1) The total number of individuals served with crisis assistance for the reporting month;
 - (2) The total number of individuals ineligible or denied assistance during the reporting month;
 - (3) The total number of individuals served by referral to other community resources for energy assistance during the reporting month;
 - (4) The total amount of funding expended for crisis assistance per service area for the reporting month; and
 - (5) An EHEAP ARP Outreach Activity Report to demonstrate that outreach efforts to inform potentially eligible households about EHEAP ARP are conducted to target households in Broward County.

2. Use of Subcontractors

If an entity other than the Contractor provides any service required under this Contract, the Contractor shall ensure the following requirements are met:

- a. Eligible entities that provide outreach, perform intake, make eligibility determinations, or process benefit payments must be one of the following:
 - (1) A Local City Government;
 - (2) A Local County Government;
 - (3) A Community-Based Organization;

- (4) A Faith-Based Organization; or
- (5) A State Community Services Agency.
- b. The Contractor is required under this Contract must comply with the FFATA. This includes securing a DUNS number (www.dnb.com) and maintaining an active and current profile in the System for Award Management (SAM) (<https://sam.gov/SAM/>).
- c. Entities must maintain current written agreements in the following formats with service providers:
 - (1) A MOU shall be executed by both parties if a service provider performs any service required under this Contract and is paid for providing specific services without a direct pass-through of federal funds. The MOU shall clearly state program expectations and the role and responsibilities of each entity. Contractor shall submit a copy of all MOUs to the Council's Program Director & Finance Director within thirty (30) days of the contract execution date; and
 - (2) An EHEAP ARP subcontract shall be executed by both parties if a service provider performs any service required under this Contract and is awarded a direct pass-through of federal funds to operate the program and provide program services. The Contractor shall submit a copy of all subcontracts to the Council's Program Director & Finance Director within thirty (30) days of the contract execution date.
 - (3) All service provider written agreements shall include the requirements set forth in paragraph ten, Public Records and Retention, and paragraph eleven, Audits, Inspections, Investigations, of the Standard Contract section of this Agreement.
 - (4) All service providers must complete the Assurances and Certifications attachment to this agreement.
- d. Eligible entities must provide the service provider commensurate compensation for the delivery of administrative and outreach activities and for the delivery of crisis benefits. Commensurate compensation of administration and outreach activities shall include cost-reimbursement of actual expenses or a negotiated rate for specific activities.
- e. The Contractor is bound by the terms of this Agreement and by all applicable State and Federal laws and regulations; therefore, if any of the work required under this Contract is subcontracted, the Contractor shall include in the written agreement that the subcontractor is bound by the terms of this Contract, is bound by all applicable state and federal laws and regulations, and shall hold the Council and the Contractor harmless against all claims of any nature arising out of the subcontractor's performance of work under this Contract to the extent allowed and required by law.
- f. A subcontractor shall not be permitted to perform services related to this Contract without an executed subcontract and MOU verifying that the subcontractor's staff is paid from non-federal resources or is compensated for such activities by EHEAP ARP. In accordance with Sections 23 and Sections 25 of the Contractor's Master Contract, the Council shall not be responsible or liable for any obligations or claims resulting from any subcontract.
- g. The Contractor shall document the subcontractor's progress in performing its work under this Contract in the monthly client service report.
- h. For each subcontractor, the Contractor shall provide a written statement to the Council regarding whether that subcontractor is a minority business enterprise, as defined in Section 288.703, F.S.

- i. If this Contract involves the use of a subcontractor or third party, then the Contractor shall not delay the implementation of its agreement with the subcontractor. If any circumstances occur that may result in a delay of the initiation of the subcontract or in the performance of the subcontractor for a period of sixty (60) days or more, the Contractor shall notify the Council's Program Director and Finance Director in writing of such delay.

C. SERVICE DELIVERY

1. Service Delivery Location

The Contractor shall ensure that the services provided under this Contract are available to residents within Broward County by in-person service, telephone, and/or other electronic means.

2. Service Times

The Contractor shall provide the services listed in this Contract during normal business hours. Normal business hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding holidays and force majeure.

- 3. The Contractor shall publish its service delivery location, toll-free telephone number, and normal business hours in available forms of media (i.e. newspapers, radio, television, website, publications, etc.).

D. DELIVERABLES

1. Deliverables

- a. Certification that the Contractor must operate during its regular business hours, as identified in Section II.C.2. of this Contract.
- b. The Contractor shall provide the minimum level of service per month in each county served, as defined in Section I.A.18.

2. Source Documentation

The deliverables shall be reported monthly on Contractor's monthly financial status reports. Successful completion of the deliverables shall be determined by the Council's receipt of Contractor's Receipts and Expenditure Report (Attachment X) and Request for Payment (Attachment XI) containing the number of individuals served with crisis assistance; number of individuals ineligible or denied assistance; number of applicants served by referral to other community resources for energy assistance; a summary of funds expended per county for the reporting month using the EHEAP ARP Cost Reimbursement Summary form (Attachment XIX); and the certification required in Section II. D.1.

3. Records and Documentation

The Contractor will maintain a separate record (paper and CIRT) for each EHEAP ARP applicant that includes the following, as applicable:

- a. The EHEAP ARP Application and Eligibility Worksheet (Attachment XVI) completed and signed by Contractor and the elder. The application must be approved by a supervisor or peer prior to payment remittance. Contractor is responsible for using the most recent application, eligibility worksheet, and EHEAP ARP Application and Eligibility Worksheet Instructions (Attachment XVII) issued by the Department of Elder Affairs.

- (1) If Contractor approves an application, one elderly member of the household must be registered in CIRTS using the EHEAP ARP Application and Eligibility Worksheet (Attachment XVI); or
 - (2) If Contractor denies an application, the elder must be registered in CIRTS using the EHEAP ARP Application and Eligibility Worksheet (Attachment XVI).
- b. The elder's name, address, sex, and age;
 - c. Names, ages, and current identification documentation (no more than one year expired) of all household members;
 - d. Social Security numbers and documentation of those numbers for all household members, or the citation to the applicable exemption;
 - e. Signed notice regarding the collection of Social Security numbers (Notice of Instruction #071113-1-I- SWCBS,
<http://elderaffairs.state.fl.us/doea/notices/July13/LIHEAP%20Notice%20re%20Social%20Security%20Numbers%20Final.pdf>);
 - f. Income amount and method of verification for all household members;
 - g. Income documentation to support eligibility that is representative of the elder's current economic situation;
 - h. Statement of self-declaration of income, if applicable;
 - i. A signed statement of how basic living expenses (i.e., food, shelter, and transportation) are being provided if the total household income is less than fifty percent (50%) of the current State Median Income Guidelines and no one in the household is receiving SNAP assistance;
 - j. Documentation of the elder's obligation(s) to pay an energy bill for the residence in which they live;
 - (1) The elder's utility bill must include detail to identify unallowable categories of assistance resulting from charges for water, sewer, garbage, and fire, etc.; charges resulting from meter-tampering and returned checks; and other charges that are not energy-related and are not required for cooling/heating the household.
 - (2) Use of the most current utility bill(s) which provides the vendor's name and address, account holder's name and physical address, account number, and amount(s) due is required. If an elder's utility bill, cutoff notice, door-hanger notice, or similar documentation does not include all of this information, Contractor must document the verified missing information by writing the information on the utility bill and on the EHEAP ARP Application and Eligibility Worksheet (Attachment XVI).
 - k. Signed Authorization for Release of General and/or Confidential Information for LIHEAP/EHEAP ARP Federal Reporting or a statement on the application which states that the elder refused to sign the waiver;
 - l. Copies of approval or denial letters, including those related to the initial application and all appeals, which are provided to the elder;
 - m. If preference is given due to a disability, documentation of such disability that includes disability income or a physician's statement;
 - n. Documentation of referrals to LIHEAP and WAP;

- o. Notation if EHEAP ARP prevented a disconnection or restored an energy disruption;
- p. Documentation of coordination with LIHEAP providers to avoid duplication of crisis services for households with elderly residents;
- q. Proof of payment made to vendors;
- r. Documented calculation of crisis benefits for elders living in subsidized housing;
- s. Documented calculation of crisis benefits for elders whose energy bill includes unallowable charges; and
- t. Completed EHEAP ARP Client File Content Checklist (Attachment XVIII).

E. PERFORMANCE SPECIFICATIONS

1. Reports

Contractor is responsible for responding in a timely fashion to additional routine and/or special requests for information and reports required by the Council. Contractor must establish due dates for any subcontractor's report that permits Contractor to meet the Council's reporting requirements.

- a. Contractor shall report monthly on Contractor's Request for Payment (Attachment XI) as delineated in Section II.E.1.c. of this Contract.

b. Administrative and Outreach Expense Budget Detail

Contractor shall submit to the Council's EHEAP ARP Program Specialist the EHEAP ARP Administrative and Outreach Expense Budget Detail (Attachment IX). The Administrative and Outreach Expense Budget Detail shall clearly delineate planned expenditures for funds retained by the Contractor and funds subcontracted. The Administrative and Outreach Expense Budget Detail shall include all Contractor positions, by title, to be paid with these funds and shall detail the estimated number of hours, the hourly wage, and the estimated salary to be paid by EHEAP ARP. Funding sources, estimated hours, and hourly wage shall be identified for the balance of salary where EHEAP ARP funds are used to pay less than one hundred percent (100%) of the salary.

c. Monthly Client Service Report

For the term of this Contract, each month Contractor shall provide the Council, on the 5th day of the month for the preceding calendar month, the following:

- (1) The total number of households served per service area;
- (2) The total amount of funding expended for crisis assistance per service area;
- (3) The total number of households served by referral to other community resources for energy assistance; and
- (4) The total number of households ineligible or denied crisis assistance.

d. EHEAP ARP Outreach Activity Report

Contractor shall ensure the use of outreach efforts that will inform potentially eligible households about EHEAP ARP. The EHEAP ARP Outreach Activity Report is due on the 10th day following the end of each quarter and shall consist of the following:

- (1) Date;
- (2) County;

- (3) Location Address;
- (4) Description of Activity; and
- (5) Name and Position of Staff.

e. EHEAP ARP Administrative Costs Report

Within the first quarter of this Contract, Contractor shall provide the Council a list of all individuals performing any administrative functions for EHEAP ARP. The list must include Contractor's employees, agents, and representatives; as well as, all employees, agents, or representatives of subcontractors, serving EHEAP ARP administratively. For each individual on the list, Contractor must also provide the individual's EHEAP ARP administrative duties and functions. Additionally, Contractor must provide total salary and benefit amounts for each individual on the list, specifying all funding sources from which that person is paid, and the corresponding amounts of that pay charged to each funding source.

f. Program Effectiveness Reports

The Contractor agrees to provide to the Council any additional service reports requested by the Council concerning the effectiveness of the program and shall include any statistics and information that the Council may require. The reporting period shall begin with the effective date of this Contract in a format and according to a schedule provided by the Council for each report.

2. Monitoring and Evaluation Methodology

The Contractor shall monitor its performance under this Contract, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this Contract, to ensure that the scope of work is accomplished within the specified time periods and budgets set and that other performance goals stated in this Contract are achieved. Such review shall be made for each function or activity set forth in this Contract and reported in the monthly client service report.

- a. Contractor shall review completed EHEAP ARP applications in accordance with the EHEAP ARP Client File Content Checklist (Attachment XVIII).
- b. The Council shall, at its own discretion, conduct investigations concerning any aspect of Contractor's performance of this Contract.
- c. The Council shall conduct a full onsite review of the Contractor at least once during each three-year period. Contractor shall allow the Council to carry out monitoring, evaluation, and technical assistance, and shall ensure the cooperation of its employees, and of any subcontractors with whom the Contractor contracts to carry out program activities.
- d. The Council shall conduct desk review activities throughout the year to monitor contractual program requirements.
- e. The Council shall conduct EHEAP ARP intake site visits.
- f. In conjunction with onsite monitoring visits and desk review activities, the Council shall review a sample of completed EHEAP ARP client files in accordance with the EHEAP ARP Client File Content Checklist (Attachment XVIII).
- g. The Council shall conduct follow-up reviews including prompt return visits to

Contractors that fail to meet the goals, standards, and requirements established by the state and federal funding agency.

F. CONTRACTOR RESPONSIBILITIES

1. Make vendor payments directly to fuel and/or home energy providers on behalf of eligible elders.
2. Determine the correct amount of each crisis benefit based on the minimum necessary amount needed to resolve the crisis, but not more than the item limits or total limit set by the Department of Elder Affairs.
3. Encourage households to seek assistance prior to incurring non-energy penalties such as disconnect/reconnect fees, additional deposits, interest, or late payments.
4. Provide EHEAP ARP crisis services to households with elders in Broward County.
 - a. The Contractor shall provide oversight to ensure the minimum level of crisis services monthly, as delineated in Section I.A.17.; and
 - b. EHEAP ARP funded staff shall make themselves available to ensure that the minimum level of service is met.
5. Make crisis benefit payments to vendors on behalf of approved elders within forty-five (45) days of the date of crisis resolution.
6. Make payments on behalf of those elders with the highest home energy needs and the lowest household income, which will be determined by taking into account both the energy burden and the unique situation of households that result from having members of a vulnerable population, including very young children, the disabled, and frail elders.
7. Refund to the Council, with non-federal funds, all funds incorrectly paid on behalf of elders that cannot be collected from the elder.
8. Develop adequate procedures to ensure EHEAP ARP funds are appropriately budgeted and expended to permit payment of energy assistance benefits in both the heating and cooling seasons, ensure that this is a twelve (12) - month program, and ensure that funding is available within the Contractor's service area. Procedures should include referral to other community agencies when funds budgeted for a particular time period are exhausted and elders are subsequently denied.
9. Develop monitoring and oversight procedures to ensure that administrative costs that exceed the contracted EHEAP ARP administrative award to the Contractor or Subcontractor are paid from non-federal sources.
10. Develop adequate procedures to address the use of EHEAP ARP funds for elders who are on oxygen support or a "Lifeline Program" and must have power.
11. Develop a written policy regarding the use of funds for repairing or replacing heating or cooling equipment. The procedures must address the conditions under which an elder is eligible for such funds and what constitutes an emergency related to lack of heating or cooling.
12. Ensure providers and appropriate staff participate in training opportunities scheduled by the Council to cover EHEAP ARP policies and procedures.
13. Ensure the provision of training for all providers and staff members assigned responsibilities within the program.
14. Maintain an EHEAP ARP Policies and Procedures Manual to serve as a local resource for

program administration, training, and reference. The EHEAP ARP Policies and Procedures Manual shall be reviewed monitoring, and shall include the following:

- a. The State of Florida LIHEAP Policies and Procedures Manual;
- b. An MOU or Subcontract with EHEAP ARP providers;
- c. An MOU with all service area LIHEAP providers;
- d. An MOU with all service area WAP providers;
- e. Contractor's cost allocation methodology;
- f. Written policies and procedures to ensure that all energy assistance payments made to home energy vendors comply with the requirements of the Vendor Agreement, as stated in Section II. A, 14. d., of this Attachment;
- g. Adequate procedures to ensure that EHEAP ARP funds are appropriately budgeted and expended to sufficiently allow for energy assistance benefits in both the heating and cooling seasons, ensure that this is a twelve (12) - month program, and to ensure that funding is available to, and expended within the Contractor's service area;
- h. Policies regarding the detection and prevention of fraud and abuse of program funds. At a minimum the policy will address initiatives reflective of the detection and prevention of internal and external collusion, conspiracy, and complacency.
 - i. These policies will incorporate internal controls that provides for safeguarding assets, proper recording of transactions, efficient and effective accomplishment of goals and objectives, and compliance of rules and other governance through the segregation of duties.
 - ii. The concept of segregation of duties is to separate the following responsibilities in each business process.
 1. Custody of assets
 2. Record keeping
 3. Authorization
 4. Reconciliation
 - iii. When duties cannot be segregated, compensating controls should be considered. Compensating controls can be preventative, detective, or monitoring controls that are executed by an independent, supervisory-level employee who does not have custody, record-keeping, authorization, or reconciliation responsibilities for the process.
- i. Policies that address serving friends, family members, and employees, that includes senior management oversight and approval of:
 1. Application and eligibility determination; and
 2. Benefit determination and award.
- j. Policies and procedures to secure applicant Social Security Numbers in order to protect applicants' identities, that at a minimum, include:
 - i. Storage of active and archived paper client files.
 - ii. Access to, use of, storage, and disposal of client database printouts and reports containing client information.

- iii. Transporting applicant information and client files from one location to another.
 - iv. Authorization to access both paper and electronic files.
 - v. Retention conditions and means of disposal of archived client information and files.
- k. Procedures for data integrity;
 - i. The Council will ensure Contractor maintains written procedures for computer system backup and recovery.
 - ii. All data and software shall be routinely backed up to ensure recovery from losses or outages of the computer system.
 - iii. The security over the backed-up data is to be as stringent as the protection required of the primary system.
 - iv. An appropriate level of security includes approving and tracking all employees that request system or information access and ensuring that user access has been removed from all terminated employees.
- l. Procedures for referral or access assistance to the "Lifeline Program";
- m. A policy outlining the criteria to determine if a household has a "home energy crisis" and the information and/or documentation required to verify the crisis, as outlined in Section I. B. 4 a. Standard Crisis, and Section I. B. 4. b. Life-Threatening Crisis, of this Attachment;
- n. Policies and procedures for determining the eligibility of elders applying for EHEAP ARP, as outlined in Section I. C. 2. Client Eligibility, and Section I. C. 3. Eligibility Determination;
- o. Policies which encourage households to seek assistance prior to incurring non-energy penalties such as disconnect/reconnect fees, additional deposits, interest, or late payments;
- p. Procedures referring elderly homeowners who have received more than three energy benefits (EHEAP ARP or LIHEAP) in the last eighteen (18) months to the WAP provider;
- q. A policy concerning the use of funds for the purchase or repair of heating or cooling equipment;
- r. Policies and procedures which detail allowable timeframes for elders to submit required documentation, if missing at the time of application;
- s. A resource guide to access other energy assistance resources available at the local level to provide referrals to elders when EHEAP ARP funding is not available or they do not qualify;
- t. Consumer appeal procedures that provide an opportunity for a fair administrative hearing at the provider level to elders whose applications for assistance are denied, or whose applications are not acted upon with reasonable promptness; and
- u. Policies and procedures for conducting home visits to home-bound elders for completion of the program application or eligibility determination when other assistance is not available, that at a minimum, includes:

- i. Designation of appropriate staff to conduct home visits;
- ii. Applicant and staff safety and security precautions;
- iii. Confidentiality;
- iv. Means to collect required documentation;
- v. Safeguarding Applicant information and documentation during transport; and
- vi. Training and technical assistance.

15. Notwithstanding that tasks for which the Contractor is held accountable involve coordination with other entities in performing this Contract, the failure of other entities does not alleviate the Contractor from any accountability for tasks or services that the Contractor is obligated to perform pursuant to this Contract.

16. Ensure timely and accurate CIRTIS data entry of EHEAP ARP activity is completed prior to submitting Request for Payment (Attachment XI).

G. COUNCIL RESPONSIBILITIES

1. The Council may provide technical support and assistance to the Contractor within the resources of the Council to assist the Contractor in meeting the requirements of this Contract. The Council's support and assistance, or lack thereof, shall not relieve the Contractor from full performance of contract requirements.
2. The Council will provide to the Contractor the State of Florida LIHEAP Policies and Procedures Manual. The State of Florida LIHEAP Policies and Procedures Manual will provide information and procedures needed to administer EHEAP ARP in Florida.
 - a. This Contract excludes all provisions of the State of Florida LIHEAP Policies and Procedures Manual in reference to LIHEAP Regular Home Energy Annual Benefits.
 - b. To the extent any conflict arises between this Contract and any incorporated reference contained herein, this Contract shall have precedence.

III. METHOD OF PAYMENT

A. PAYMENT METHOD USED

The method of payment for this Contract is a combination of cost reimbursement and advance payments, subject to the availability of funds and Contractor performance. The Council will pay the Contractor upon satisfactory completion of the Tasks/Deliverables, as specified in Section II., Manner of Service Provision, and in accordance with other terms and conditions of this Contract.

1. Cost Reimbursement

The Contractor agrees to distribute funds as detailed in the Budget Summary (Attachment VIII) attached to this Contract. Any change in allocation of categorical or total amounts of funds identified on the Budget Summary form require a contract amendment. Payment may be authorized only for allowable expenditures, which are in accordance with the limits specified in Attachment VIII. All Cost Reimbursement Requests for Payment must include the actual Receipts and Expenditure Reports beginning with the first month of this Contract.

a. Budget Summary

Contractor agrees to implement the distribution of funds as detailed in the Budget Summary (Attachment VIII). An amendment is required to change category allocations

or the total amount of this Contract.

(1) Administrative Expense

Administrative expenses include costs for general administration and coordination of the program, including direct and indirect costs. This includes the salaries, fringe benefits (i.e. insurance, retirement, etc.), rent, utilities, travel, etc. associated with financial and administrative management of the program. The use of other federal funds to supplement the administrative operations of EHEAP ARP, above and beyond the budgeted amount, is prohibited. Administrative costs that exceed the contracted EHEAP ARP administrative award to the Contractor or subcontractor must be paid from non-federal sources. Contractors must have adequate procedures for monitoring and oversight to ensure compliance.

(2) Outreach Expense

Outreach expenses are those costs incurred in delivering EHEAP ARP services that are not purely administrative in nature. This may include staff expenses such as salaries, fringe benefits (i.e. insurance, retirement, etc.), rent, utilities, travel, etc. for those employees performing outreach and intake. Outreach expenses shall not include senior management expense, except when outreach and intake involving direct contact with elders occurs. Documentation to support this exception shall be maintained by the Contractor and available upon request.

2. Advance Payments

Advance payments will not be issued for this project.

- B.** All payment requests shall be based on actual monthly expenditures beginning with the first month of this Contract. The schedule for submission of advance requests and requests for payment is in Attachment XII to this Contract.
- C.** The final close-out request for payment is due to the Council no later than October 14, 2022.

D. METHOD OF INVOICE PAYMENT

Payment shall be made upon Contractor's presentation of an invoice subsequent to the acceptance and approval by the Council of the deliverables on the invoice. The form and substance of each invoice submitted by Contractor shall be as follows:

- 1.** Contractor shall prepare Requests for Payment and Receipts and Expenditure Reports that support requests for payment and shall submit them to the Council using the Receipts and Expenditure Report (Attachment X), Request for Payment (Attachment XI), and Cost Reimbursement Summary (Attachment XIX);
- 2.** Contractor shall include required supporting documentation as delineated in Section III.F. with the cost reimbursement portion of the invoice.

E. PAYMENT WITHHOLDING

Any payment due by the Council under the terms of this Contract may be withheld pending the receipt and approval by the Council of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved.

F. SUPPORTING DOCUMENTATION REQUIREMENTS

For the reporting month, Contractor shall include the following with Request for Payment:

1. The number of individuals served, that include:
 - a. The number of individuals served with crisis assistance during the reporting month;
 - b. The number of individuals ineligible or denied assistance during the reporting month;
 - c. The number of individuals referred to other community resources for energy assistance during the reporting month;
2. Certification that Contractor operated during its normal business hours during the reporting month;
3. The total amount of funding expended for crisis assistance per county for the reporting period; and

G. FINANCIAL CONSEQUENCES

Failure to meet the deliverables described in this Contract may result in a financial consequence and may result in the redistribution of funding. Contractor shall ensure the provision of services and the successful completion of deliverables as set forth in this Contract.

1. The Council shall not reimburse any expenditures associated with deliverables not accepted by the Council as successfully completed; however, this does not preclude Contractor from receiving payment for such expenditures upon successful completion of the deliverable.
2. If Contractor fails to be open and available for services according to its regular business hours as identified in Section II.C.2. of this Contract, excluding weekends or state and federal holidays, Contractor shall pay to the Council financial consequences for such failure, unless the Council waives such failure in writing based upon its determination that the failure was due to factors beyond the control of Contractor.
3. Contractor's failure to operate according to its regular business hours shall result in an assessment of a financial consequence in the amount of \$10.00 per day.
4. Any amounts due from financial consequences shall be paid by Contractor out of non-federal funds.

H. REMEDIES-NONCONFORMING SERVICES

Contractor shall ensure that all participants served under this Contract are eligible for the program and that all monthly performance reports and financial records are maintained for each reporting period and submitted as stipulated in this Contract.

1. Any nonconforming program service, performance report, or financial record not meeting the aforementioned requirements is not eligible for reimbursement under this program. Contractor shall solely bear the costs associated with enrolling, training, reporting and/or managing the program. Contractor shall give immediate notice to the Council of any significant and/or systemic infraction that compromises Contractor's ability to provide participant services, to achieve programmatic performance, or to provide sound financial management of the program.

I. CONSEQUENCES FOR NON-COMPLIANCE

Contractor shall ensure that one hundred percent (100%) of the deliverables identified in this Contract are performed pursuant to contract requirements. The deliverables described in Section II.D. are identified as major deliverables in this Contract.

1. If at any time the Contractor is notified by the Council's Program Specialist that it has

failed to correctly, completely, or adequately perform these major deliverables, the Contractor will have ten (10) days to submit a Corrective Action Plan (CAP) to the Council's Program Specialist that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Council's Program Director. The Council shall assess a Financial Consequence for Non-Compliance on the Contractor for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Council will also assess a Financial Consequence for failure to timely submit a CAP. If Contractor fails to timely submit a CAP, the Council shall deduct 1% of the monthly value of the administrative funds in the contract for each day the CAP is overdue, beginning the 11th day after notification by the Council's Program Specialist of the deficiency. The deduction will be made from the payment for the invoice of the following month.

In the event that Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Council shall deduct, from the payment for the invoice of the following month, 1% of the monthly value of the administrative funds in the contract for each day the deficiency is not corrected. The Council may also deduct, from the payment for the invoice of the following month, 1% of the monthly value of the administrative funds in the contract for each day the Contractor fails to timely submit a CAP.

IV. SPECIAL PROVISIONS

A. The following is incorporated by reference:

1. State of Florida LIHEAP Policies and Procedures Manual.

B. Modifications

The Council shall not be obligated to reimburse Contractor for expenditures in excess of the funded amount of this Contract unless and until the Council officially approves such expenditures by executing a written modification to the original contract, signed by both parties.

1. Contractor must use a Council approved budget modification process.
2. For the purpose of transferring funds, the following are considered budget categories: (1) Administration, (2) Outreach, and (3) Crisis Assistance.

C. Enforcement

1. The Council shall rescind designation of a Contractor or take intermediate measures against the Contractor, including corrective action, unannounced special monitoring, temporary assumption of operation of one or more programs by the Council, placement on probationary status, imposing a moratorium on Contractor action, imposing financial penalties for nonperformance, or other administrative action, if the Council finds that any of the following have occurred:
 - a. An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients, or substantially and negatively affected the operation of an aging services program;
 - b. The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;

- c. The Contractor has committed multiple or repeated violations of legal and regulatory requirements or Council standards;
 - d. The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;
 - e. The Contractor has exceeded its authority or otherwise failed to adhere to the terms of this Contract with the Council;
 - f. The Contractor has failed to properly determine client eligibility as defined by the Council or efficiently manage program budgets; or
 - g. The Contractor has failed to implement and maintain a Council-approved client grievance resolution procedure.
2. In making any determination under this provision, the Council may rely upon findings of another state or federal agency or other regulatory body. Any claims for damages for breach of contract are exempt from administrative proceedings.

END OF ATTACHMENT

ATTACHMENT II**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the Council to the Contractor may be subject to audits and/or monitoring by the Council, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by the Council staff, limited scope audits and/or other procedures. By entering into this Contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Council to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Council, Department of Elder Affairs’ or Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends \$750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Financial and Compliance Audit Attachment, Exhibit 2 indicates federal resources awarded through the Council by this Contract. In determining the federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including federal resources received from the Council. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

If the Contractor expends less than \$750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than \$750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization’s fiscal year. Compliance findings related to contracts with the Council shall be based on the contract’s requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by 2 CFR § 200.510, the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Contractor’s fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Financial Compliance Audit Attachment, Exhibit 2 indicates state financial assistance awarded through the Department by this Contract. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Department of the Elder Affairs, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Contractor resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by Rule 69I- 5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Council in effect during the audit period. For local governmental entities, financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor's fiscal year end. For nonprofit or for-profit organizations, financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Council retains all right and obligation to monitor and oversee the performance of this Contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of financial reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by Part I of this Financial Compliance Audit Attachment, shall be submitted, when required by 2 CFR § 200.512 by or on behalf of the Contractor directly to each of the following:

**Federal Audit Clearinghouse
Bureau of the Census**

**1201 East 10th Street
Jeffersonville, IN 47132**

Pursuant to 2 CFR § 200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Contractor shall submit a copy of any management letter issued by the auditor directly to the Council.

**Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road
Sunrise, FL 33351**

Additionally, copies of financial reporting packages required by this Contract's Financial Compliance Audit Attachment, Part II, shall be submitted by or on behalf of the Contractor directly to each of the following:

The Department at the following address:

**Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road
Sunrise, FL 33351**

The Auditor General's Office at the following address:

**State of Florida Auditor
General Claude Pepper
Building, Room 574 111 West
Madison Street Tallahassee,
Florida 32399-1450**

Any reports, management letters, or other information required to be submitted to the Council pursuant to this Contract shall be submitted timely in accordance with 2 CFR Part 200, F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Council for audits done in accordance with 2 CFR Part 200 or Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of six (6) years from the date the audit report is issued, and shall allow the Council or its designee, the CFO, or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Council or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Council.

ATTACHMENT II**EXHIBIT 1****PART I: AUDIT RELATIONSHIP DETERMINATION**

Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Contractors who have been determined to be vendors are not subject to the audit requirements of 2 CFR § 200.38 and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, Contractors who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, F.A.C., Contractor has been determined to be:

____ Vendor not subject to 2 CFR § 200.38 and/or Section 215.97, F.S.

☒ Recipient/sub-recipient subject to 2 CFR §§ 200.86 and 200.93 and/or Section 215.97, F.S.

____ Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and/or state financial assistance, and has been approved by the Council to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and/or 2 CFR § 200.330 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a sub-recipient must comply with the following fiscal laws, rules, and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

2 CFR § 200.416 - § 200.417 – Special Considerations for States, Local Governments, and Indian Tribes*

2 CFR § 200.201 – Administrative Requirements**

2 CFR § 200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules, and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR § 200.400 - § 200.411 – Cost Principles*

2 CFR § 200.100 – Administrative Requirements

2 CFR § 200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules, and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

2 CFR § 200.418 – § 200.419 – Special Considerations for Institutions of Higher Education*

2 CFR § 200.100 – Administrative Requirements

2 CFR § 200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules, and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5)(c).

**For funding passed through U.S. Health and Human Services, 45 CFR Part 75; for funding passed through U.S. Department of Education, 34 CFR Part 80.

STATE FINANCIAL ASSISTANCE. Contractors who receive state financial assistance and who are determined to be a recipient/sub-recipient must comply with the following fiscal laws, rules, and regulations:

Sections 215.97 & 215.971, F.S.

Chapter 69I-5, F.A.C.

State Projects Compliance Supplement

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules, and regulations

EXHIBIT 2
FUNDING SUMMARY (2021-2022)

Note: Title 2 CFR, as revised, and Section 215.97, F.S., require that the information about Federal Programs and State Projects included in Attachment II, Exhibit 1, be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

GRANT AWARD (FAIN#): 2102FLE5C6		FEDERAL AWARD DATE: March 11, 2021	
DUNS NUMBER: 039652961			
PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Emergency Home Energy Assistance for the Elderly Program – American Rescue Plan (ARP) Act of 2021 Supplemental Grant	United States Department of Health and Human Services	93.568	\$5,000.00
TOTAL FEDERAL AWARD			\$5,000.00

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

FEDERAL FUNDS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

STATE FINANCIAL ASSISTANCE SUBJECT TO SECTION 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
TOTAL AWARD			

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

STATE FINANCIAL ASSISTANCE

Sections 215.97 & 215.971, F.S., Chapter 69I-5, F.A.C., State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules, and regulations

ATTACHMENT III

CERTIFICATIONS AND ASSURANCES

Council will not award this Contract unless Contractor completes this CERTIFICATIONS AND ASSURANCES. In performance of this Contract, Contractor provides the following certifications and assurances:

- A. **Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- B. **Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. **Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- D. **Certification Regarding Public Entity Crimes, section 287.133, F.S.**
- E. **Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. **Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.**
- G. **Certification Regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans, and Cooperative Agreements**
- H. **Verification of Employment Status Certification**
- I. **Records and Documentation**
- J. **Certification Regarding Inspection of Public Records**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this certification accordingly.

B. CERTIFICATION REGARDING LOBBYING – CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan,

the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A. NON- DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80). - As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department of Elder Affairs through the Council.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department of Elder Affairs through the Council.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department of Elder Affairs through the Council.
5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department of Elder Affairs through the Council.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.
7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor’s operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially assisted program or activity.

Contractor understands that the Council, Department of Elder Affairs and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

A. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Contractor understands and agrees that it is required to inform Council immediately upon any change of circumstances regarding this status.

B. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

C. SCRUTINIZED COMPANIES LISTS AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not engaged in a boycott of Israel.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it is not engaged in business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Council terminating this Contract and the submission of a false certification may subject Contractor to civil penalties and attorney fees and costs, including any costs for investigations that led to the finding of false certification.

If Contractor is unable to certify any of the statements in this certification, Contractor shall attach an explanation to this Contract.

D. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR CONTRACTS, AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

1. The Contractor and any Subcontractors of services under this Contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted, or calculated have been assessed and verified

to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.

1. If this Contract includes the provision of hardware, software, firmware, microcode, or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
2. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
3. The Contractor and any Subcontractors of services under this Contract warrant that their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency, including emergencies arising from data integrity compliance issues.

E. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Council, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this Contract, and that any subcontracts include an express requirement that Subcontractors performing work or providing services pursuant to this Contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the entire Contract term.

The Contractor shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements/contracts and that all Subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by Circulars A-102 and 2 CFR Part 200 and 215 (formerly OMB Circular A-110).

F. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to Council staff and/or any party designated by the Council any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

G. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Section 10 of the Master Contract, sections 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Council is named in the civil action, Contractor agrees to indemnify and hold harmless the Council for any costs incurred by the Council and any attorneys' fees assessed or awarded against the Council from a Public Records Request made pursuant to Chapter 119, F.S., concerning this Contract or services performed thereunder.
 - a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Council and state agencies or subdivisions defined in section 768.28(2), F.S.
2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity **which pertain to the public agency (Florida Department of Elder Affairs)** are public records. Section 119.07, F.S., states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization does ☐ does not ☐ provide for institutional memberships.

Contractor’s signature below attests that records pertaining to the dues or membership application by the Council are available for inspection if applicable, as stated above.

By execution of this Contract, Contractor must include these provisions (A-J) in all related subcontract agreements (if applicable).

By signing below, Contractor certifies that the representations outlined in parts A through J above are true and correct.

	227 NW 2nd Street
Signature and Title of Authorized Representative	Street Address
City of Deerfield Beach, Florida/Northeast Focal Point Senior Center dba Department of Active Aging	Deerfield Beach, FL 33441
Contractor Date	City, State, Zip code

ATTACHMENT IV ASSURANCES— NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average forty-five (45) minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043),

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions please contact the awarding agency. Further, certain federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and §§ 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

1. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
2. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-contracts.
3. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
4. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- 12 Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.), which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200.
18. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION City of Deerfield Beach, Florida/Northeast Focal Point Senior Center dba Department of Active Aging		DATE SUBMITTED

ATTACHMENT V
FLORIDA DEPARTMENT OF ELDER AFFAIRS CIVIL RIGHTS COMPLIANCE CHECKLIST

Program/Facility Name City of Deerfield Beach, Florida/Northeast Focal Point Senior Center dba Department of Active Aging	County	AAA/Contractor
Address 227 NW 2nd Street	Completed By	
City, State, Zip Code Deerfield Beach, FL 33441	Date	Telephone 954-480-4449

PART I: READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION WHICH WILL HELP YOU COMPLETE THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

For questions 2-5 please indicate the following:

2. Population of area served
 3. Staff currently employed
 4. Clients currently enrolled/registered
 5. Advisory/Governing Board if applicable

	Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
Source of data:								
Effective date:								
Effective date:								

PART II: USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE. IF N/A or NO, EXPLAIN.

6. Is an Assurance of Compliance on file with DOEA?

N/A YES NO

☐ ☐ ☐

7. Compare the staff composition to the population. Is staff representative of the population?

N/A YES NO

☐ ☐ ☐

1. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion, or disability?

N/A YES NO

☐ ☐ ☐

1. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion, or disability?

N/A YES NO

☐ ☐ ☐

1. For in-patient services, are room assignments made without regard to race, color, national origin or disability?

N/A YES NO

☐ ☐ ☐

2. Is the program/facility accessible to non-Englishspeaking clients?

N/A YES NO

☐ ☐ ☐

1. Are employees, applicants and participants informed of their protection against discrimination? If YES, how?
 Verbal ☐ Written ☐ Poster ☐

N/A YES NO

☐ ☐ ☐

1. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility.

N/A NUMBER

☐ _____

1. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals?

N/A YES NO

☐ ☐ ☐**PART III: THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES. IF NO, EXPLAIN.**

1. Has as a self-evaluation been conducted to identify any barriers to serving disabled individuals and to make any necessary modifications?

YES NO

☐ ☐

1. Is there an established grievance procedure that incorporates due process in the resolution of complaints?

YES NO

☐ ☐

2. Has a person been designated to coordinate Section 504 compliance activities?

YES NO

☐ ☐

1. Do recruitment and notification materials advise applicants, employees, and participants of nondiscrimination on the basis of disability?

YES NO

☐ ☐

1. Are auxiliary aids available to ensure accessibility of services to hearing and sight-impaired individuals?

YES NO

☐ ☐**PART IV: FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.**

2. Do you have a written affirmative action plan? If NO, explain.

YES NO

☐ ☐

DOEA USE ONLY		
Reviewed by	In Compliance: YES ☐ NO* ☐	
Program Office	*Notice of Corrective Action Sent ___ / ___ / ___	
Date	Telephone	Response Due ___ / ___ / ___
On-Site ☐	Desk Review ☐	Response Received ___ / ___ / ___

ATTACHMENT V**INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST**

1. Describe the geographic service area such as a district, county, city, or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race, sex, disability, and over the age of 40. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex, disability, and over the age of 40. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex, disability, and over the age of 40. Include the date that enrollment was counted.
 - a. Where there is a significant variation between the race, sex, or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons.
5. Enter the total number of advisory board members and their percent by race, sex, disability, and over the age of 40. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR Part 80. This is usually a standard part of the contract language for DOE/EA Recipients and their Sub-grantees. 45 CFR § 80.4(a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment. 45 CFR § 80.3(a) and 45 CFR § 80.1.
9. Participants or clients must be provided services such as medical, nursing, and dental care, laboratory services, physical and recreational therapies, counseling, and social services without regard to race, sex, color, national origin, religion, age, or disability. Courtesy titles, appointment scheduling, and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age, or disability. Entrances, waiting rooms, reception areas, restrooms, and other facilities must also be equally available to all clients. 45 CFR § 80.3(b).
10. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin, or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability. 45 CFR § 80.3(a).
11. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services. 45 CFR § 80.3(a).
12. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. 45 CFR § 80.6(d). This should include information on their right to file a complaint of discrimination with either the Department or the U.S. Department of Health and Human Services. The information may be supplied verbally or in writing to every individual or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility.
13. Report number of discrimination complaints filed against the program/facility. Indicate the basis (e.g. race, color, creed, sex, age, national origin, disability, and/or retaliation) and the issues involved (e.g. services or employment, placement,

termination, etc.). Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state, or federal agency with whom the complaint has been filed. Indicate the current status of the complaint (e.g. settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.).

1. The program/facility must be physically accessible to mobility, hearing, and sight-impaired individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps, and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, and information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters, and serving lines should be observed for accessibility. Elevators should be observed for door width and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
2. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four-step process:
 - a. Evaluate, with the assistance of disabled individual(s)/organization(s), current policies and practices that do not or may not comply with Section 504;
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate the effects of any discrimination that resulted from adherence to these policies and practices; and
 - d. Maintain self-evaluation on file, including a list of the interested persons consulted, a description of areas examined, and any problems identified, and a description of any modifications made and of any remedial steps taken 45 CFR § 84.6. (This checklist may be used to satisfy this requirement if these four steps have been followed).
3. Programs or facilities that employ 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Part 84 of Title 45, CFR 45 CFR § 84.7(b).
4. Programs or facilities that employ 15 or more persons shall designate at least one person to coordinate its efforts to comply with Part 84 of Title 45, CFR. 45 CFR § 84.7(a).
5. Programs or facilities that employ 15 or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that the program/facility does not discriminate on the basis of handicap in violation of Section 504 and Part 84 of Title 45, CFR. Methods of initial and continuing notification may include the posting of notices, publication in newspapers and magazines, placement of notices in publications of the programs or facilities, and distribution of memoranda or other written communications. 45 CFR § 84.8(a).
6. Programs or facilities that employ 15 or more persons shall provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary to afford such persons an equal opportunity to benefit from the service in question. Auxiliary aids may include, but are not limited to, brailled and taped materials, interpreters, and other aids for persons with impaired hearing or vision. 45 CFR § 84.52(d).
7. Programs or facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement, and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR Part 60 and Title VI of the Civil Rights Act of 1964, as amended.

ATTACHMENT VI

CONTRACTOR'S STATE CONTRACT LIST

Contractor's State Contract List

REPORT PERIOD:

From: To:

CONTRACTOR INFORMATION:

Name: Phone: Address: Email: FEID: Contact:

	Contract #	Contract / Program Name	State Agency / Program	Start Date	End Date	Description of Contract Purpose / Types of Services	Contract Manager	Phone #	Contract Amount
1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -
10									\$ -
11									\$ -
12									\$ -
13									\$ -
14									\$ -
15									\$ -
16									\$ -
17									\$ -
18									\$ -
19									\$ -
20									\$ -
Total									

SIGNATURE: DATE: TITLE:

ATTACHMENT VII

BACKGROUND SCREENING



Ron DeSantis
Governor

Richard Prudom
Secretary

BACKGROUNDScreening

Attestation of Compliance -Employer

AUTHORITY: This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- The term “employer” means any person or entity required by law to conduct background screenings, including but not limited to, Area Agencies on Aging/Aging and Disability Resource Centers, Lead Agencies, and Service Providers that contract directly or indirectly with the Department of Elder Affairs (DOEA), and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. *See* §§ 435.02, 430.0402, Fla. Stat.
- A direct service provider is “a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client’s living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities and volunteers.” § 430.0402(1)(b), Fla. Stat.

ATTESTATION:

As the duly authorized representative of

Employer Name

located at _____,
Street Address City State ZIP code

I, _____ do hereby affirm under penalty of
Name of Representative

perjury that the above-named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

Signature of Representative

Date

ATTACHMENT VII

BUDGET SUMMARY**ADMINISTRATIVE COSTS**

PERSONNEL

Total Personnel: \$0.00

RECURRING EXPENSES:

Printing & Supplies 1,000.00

Total Recurring Expenses: \$1,000.00**TOTAL ADMINISTRATIVE BUDGET** \$1,000.00**OUTREACH COSTS**

PERSONNEL

Case Manager

I&R Coordinator \$ 1,500.00

Total Personnel: \$1,500.00

RECURRING EXPENSES:

Total Recurring Expenses: \$0.00**TOTAL OUTREACH BUDGET** \$1,500.00**TOTAL EHEAP Benefits (Crisis)** \$2,500.00**TOTAL** \$5,000.00Projected minimum number of applications* (Crisis): 9

*Eligible households may be provided one benefit per season. The minimum number of consumers may reflect duplicated consumers if a consumer receives a benefit in both seasons. The projected minimum number is for the entire contract period.

ATTACHMENT IX

EHEAP ARP ADMINISTRATIVE AND OUTREACH EXPENSE BUDGET DETAIL

PSA

CONTRACT #

Emergency Home Energy Assistance Program

Administrative & Outreach Expense Budget Detail

ADD ADDITIONAL LINES AS NEEDED

[illegible]

Administration Subtotal	\$	-
Outreach Subtotal	\$	-
Total	\$	-

ATTACHMENT X

RECEIPTS AND EXPENDITURE REPORT **EMERGENCY HOME ENERGY ASSISTANCE PROGRAM**

PROVIDER NAME, ADDRESS, PHONE# AND FEID#	Program Funding Source : EHEAP (Emergency Home Energy Assistance for the Elderly Program)		THIS REPORT PERIOD FROM: TO: CONTRACT PERIOD: CONTRACT # REPORT # PSA#	
CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete and all outlays herein are for purposes set forth in the contract. Prepared by : _____ Date : _____ Approved by : _____ Date : _____				
PART A : BUDGETED INCOME/ RECEIPTS	1. Approved Budget	2. Actual Receipts For This Report	3. Total Receipts Year to Date	4. Percent of Approved Budget
1. Agreement Amount	\$0.00	\$0.00	\$0.00	_____ %
2. Interest on Agreement Funds	\$0.00	\$0.00	\$0.00	_____ %
3. TOTAL AGREEMENT AMOUNT	\$0.00	\$0.00	\$0.00	_____ %
PART B : EXPENDITURES	1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approved Budget
1. Administration	\$0.00	\$0.00	\$0.00	_____ %
2. Outreach	\$0.00	\$0.00	\$0.00	_____ %
3. Crisis Services	\$0.00	\$0.00	\$0.00	_____ %
4. Weather Related Services	\$0.00	\$0.00	\$0.00	_____ %
5. Weather Related Administration	\$0.00	\$0.00	\$0.00	_____ %
6. TOTAL EXPENDITURES	\$0.00	\$0.00	\$0.00	_____ %

DOEA FORM 105p revised 12/08

ATTACHMENT XI

REQUEST FOR PAYMENT

REQUEST FOR PAYMENT
EMERGENCY HOME ENERGY ASSISTANCE PROGRAM

CONTRACTOR NAME, ADDRESS, PHONE# and FEID# 	TYPE OF REPORT : Advance Request _____ Reimbursement Request _____	Contract # _____ Contract Period _____ Request Period _____ Report # _____ Invoice # _____ PSA _____				
CERTIFICATION: I hereby certify that this request to the best of my knowledge to be complete and correct and conforms with the terms of the above contract.						
Prepared by: _____ Date: _____ Approved by: _____ Date: _____						
PART A: BUDGET SUMMARY	ADMINISTRATION SERVICES	OUTREACH SERVICES	CRISIS SERVICES	WEATHER RELATED	ADMINISTRATION WEATHER RELATED	TOTAL
1. Approved Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Previous Funds Received for Contract Period	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Contract Balance (line 1 minus line 2)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4. Previous Funds Requested and Not Received for Contract Period	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5. Contract Balance (line 3 minus line 4)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PART B: CONTRACT FUNDS REQUEST						
1. Anticipated Cash Needs (1st - 2nd month, Attach Justification)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Net Expenditures For Month (DOEA Form 105P, Part B, Line 6)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PART C: NET FUNDS REQUESTED						
1. Less Advance Applied	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. TOTAL FUNDS REQUESTED (Part B, Line 3 minus Part C, Line 1)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PART D: SERVICE INFORMATION Number of individuals served with crisis assistance during the report month: _____ Number of individuals ineligible or denied assistance during the report month: _____ Number of individuals served by referral to other community resources for energy assistance during the report month: _____ Certification statement: Contractor hereby certifies that it has been open and operating during its normal business hours for the reporting month, as described in the Statement of Work section, of the EHEAP contract.						

DOEA FORM 106P
revised 4/6/17

ATTACHMENT XII

INVOICE REPORT SCHEDULE

<u>Report Number</u>	<u>Based Upon</u>	<u>Date Due to the Department</u>
1	April Expenditure Report	May 7, 2022
2	May Expenditure Report	June 7, 2022
3	June Expenditure Report	July 7, 2022
4	July Expenditure Report	August 6, 2022
5	August Expenditure Report	September 8, 2022
6	September Expenditure Report	October 7, 2022
7	Final Close Out Report	October 14, 2022

Note: Submission of invoices may or may not generate a payment request. If final invoice reflects funds due back to the Council, payment is to accompany the final close-out invoice.

ATTACHMENT XIII

STATE MEDIAN INCOME GUIDELINES
 LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)
 STATE MEDIAN INCOME GUIDELINES*
 EFFECTIVE OCTOBER 1, 2021

PEOPLE IN THE HOUSEHOLD	60% SMI
1	\$25,296
2	\$33,079
3	\$40,863
4	\$48,646
5	\$56,430
6	\$64,213
7	\$65,672
8	\$67,132
Please refer to the Federal Poverty Guidelines (FPG) Benefits Matrix for income ranges for households with 9-or-more individuals.	
*These figures are based on the 2022 U.S. Department of Health and Human Services (HHS) poverty guidelines published in the <i>Federal Register</i> on February 1, 2021.	

ATTACHMENT XV

LIHEAP PAYMENT MATRIX

LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM PAYMENT MATRIX - FY 2020									
HOME ENERGY BENEFITS ¹ AND POVERTY LEVELS BY HOUSEHOLD SIZE AND INCOME HOUSEHOLD INCOME IN DOLLARS PER YEAR									
NUMBER OF PEOPLE IN HOUSEHOLD	50% of Poverty or Less	Over 50% of Poverty but Less than 75%		At least 75% but no more than 100% Poverty		Over 100% but no more than 125% Poverty		Over 125% but no more than 150% Poverty	
	At or Below	Annual Income at Least but No Greater Than							
1	\$6,380	\$6,381	\$9,569	\$9,570	\$12,760	\$12,761	\$15,950	\$15,951	\$19,140
2	\$8,620	\$8,621	\$12,929	\$12,930	\$17,240	\$17,241	\$21,550	\$21,551	\$25,860
3	\$10,860	\$10,861	\$16,289	\$16,290	\$21,720	\$21,721	\$27,150	\$27,151	\$32,580
4	\$13,100	\$13,101	\$19,649	\$19,650	\$26,200	\$26,201	\$32,750	\$32,751	\$39,300
5	\$15,340	\$15,341	\$23,009	\$23,010	\$30,680	\$30,681	\$38,350	\$38,351	\$46,020
6	\$17,580	\$17,581	\$26,369	\$26,370	\$35,160	\$35,161	\$43,950	\$43,951	\$52,740
7	\$19,820	\$19,821	\$29,729	\$29,730	\$39,640	\$39,641	\$49,550	\$49,551	\$59,460
8	\$22,060	\$22,061	\$33,089	\$33,090	\$44,120	\$44,121	\$55,150	\$55,151	\$66,180
9	\$24,300	\$24,301	\$36,449	\$36,450	\$48,600	\$48,601	\$60,750	\$60,751	\$72,900
10	\$26,540	\$26,541	\$39,809	\$39,810	\$53,080	\$53,081	\$66,350	\$66,351	\$79,620
11	\$28,780	\$28,781	\$43,169	\$43,170	\$57,560	\$57,561	\$71,950	\$71,951	\$86,340
12	\$31,020	\$31,021	\$46,529	\$46,530	\$62,040	\$62,041	\$77,550	\$77,551	\$93,060
13	\$33,260	\$33,261	\$49,889	\$49,890	\$66,520	\$66,521	\$83,150	\$83,151	\$99,780
14	\$35,500	\$35,501	\$53,249	\$53,250	\$71,000	\$71,001	\$88,750	\$88,751	\$106,500
15	\$37,740	\$37,741	\$56,609	\$56,610	\$75,480	\$75,481	\$94,350	\$94,351	\$113,220
16	\$39,980	\$39,981	\$59,969	\$59,970	\$79,960	\$79,961	\$99,950	\$99,951	\$119,940
17	\$42,220	\$42,221	\$63,329	\$63,330	\$84,440	\$84,441	\$105,550	\$105,551	\$126,660
18	\$44,460	\$44,461	\$66,689	\$66,690	\$88,920	\$88,921	\$111,150	\$111,151	\$133,380
19	\$46,700	\$46,701	\$70,049	\$70,050	\$93,400	\$93,401	\$116,750	\$116,751	\$140,100
20	\$48,940	\$48,941	\$73,409	\$73,410	\$97,880	\$97,881	\$122,350	\$122,351	\$146,820
LIHEAP HOME ENERGY BENEFIT ¹	\$350 to \$600**			\$300 to \$550**		\$250 to \$500**		\$200 to \$450**	

**Additional Assistance if applicant household includes:

(1) Elderly	\$75
(2) Disabled	\$75
(3) Applicant with child age 5 or younger:	\$100

¹ These benefit levels are effective July 1, 2020

These figures are based upon the 2020 U.S. Department of Health and Human Services (HHS) Poverty Guidelines published in the Federal Register on January 17, 2020

ATTACHMENT XVI

SOURCES OF INCOME

LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) SOURCES OF INCOME EFFECTIVE July 1, 2020	
INCLUDED SOURCES OF INCOME (Includes total annual cash receipts before taxes from all sources)	EXCLUDED SOURCES OF INCOME
1. Money wages and salaries before any deductions 2. Net receipts from non-farm employment (receipts from a person's own unincorporated business, professional enterprise, or partnership, after deductions for business expenses) 3. Net receipts from farm self-employment (receipts from a farm which one operates as an owner, renter, or sharecropper, after deductions for farm operating expenses) 4. <u>REGULAR PAYMENTS FROM:</u> Social Security Railroad retirement Unemployment compensation Strike benefits from union funds Worker's compensation Veteran's payments Public Assistance or Temporary Assistance for Needy Families (TANF), Supplemental Security Income, and non-federally funded General Assistance or General Relief money payments. 5. Payments to foster children age 18 or older received through the Independent Living Program 6. Training stipends 7. Alimony 8. Child Support 9. Social Security Benefit Garnishes for Non-Payment of School Loans. (The total amount of the Social Security Retirement benefit including the garnished deduction must be used when calculating the applicant's income.) 10. Military family allotment or other regular support from a family member or someone not living in the household 11. Private pensions 12. Government employee pensions (including military retirement pay) 13. Regular insurance or annuity payments 14. Educational Assistance: Grants, Fellowships, Assistantships, College or University Scholarships – <u>Only count as income those funds specifically allotted for living expenses</u> 15. Dividends 16. Interest 17. Net rental income 18. Net royalties 19. Periodic receipts from estates or trusts 20. Net gambling or lottery winnings	1. <u>CAPITAL GAINS</u> Any Assets drawn down as withdrawals from a bank, or the sale of property, a house, or a car. 2. Tax Refunds 3. Gifts 4. Loans 5. Lump-sum inheritances 6. One-time insurance payments 7. Foster Care Payments* 8. Compensation for injury 9. Combat zone pay to the military 10. Adoption Subsidies 11. Reverse Mortgage Payments 12. <u>NON-CASH BENEFITS</u> (a) Employer-paid or union paid portion of health insurance or other employee benefits (b) Food or housing received in lieu of wages (c) The value of food and fuel produced and consumed on farms. (d) The imputed value of rent from owner-occupied non-farm or farm housing. (e) Federal non-cash benefit programs such as Medicare, Medicaid, Food Stamps, school lunches, and housing assistance. 13. Supplemental Security Income (SSI) benefits cannot be garnished for any reason <u>unless</u> a recipient received an overpayment of benefits. The total amount of the SSI benefit minus the garnished deduction for recoupment must be used when calculating the applicant's income. 14. Stimulus payments from the federal government in relation to the Coronavirus Disease will not be considered income and will not be considered in determining a household's State Median Income Level (150% or below). 15. Any type of unemployment payments will not be counted as income. *Persons whose cost of residence is paid through a foster care or residential program administered by the state <u>cannot</u> be counted as household members.

ATTACHMENT XVII

EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY PROGRAM - APPLICATION

Section One: Applicant (Aged 60 and older) Information				Date Stamp
Name: (First, M, Last)		☐ EHEAP ☐ Heating Season ☐ Cooling Season ☐ EHEAP ARP		
Date of birth:	Age:	SSN:		
Service address:		City:		
Florida County:	Zip Code:	Phone:		Intake worker's name: Phone:
Gender: ☐ Male ☐ Female ☐ Other		Number of people in the household:		
Marital Status: ☐ Married ☐ Partnered ☐ Single ☐ Separated ☐ Divorced ☐ Widowed				
Race: ☐ White ☐ Black/African American ☐ Asian ☐ Native Hawaiian/Pacific Islander ☐ American Indian/Alaska Native ☐ Other				
Ethnicity: ☐ Hispanic/Latino ☐ Other		Primary Language: ☐ English ☐ Spanish ☐ Other		
Does client have limited ability reading, writing, speaking, or understanding the English language? ☐ Yes ☐ No				
Is the client a veteran? ☐ Yes ☐ No		Was client referred to the local Veteran's Affairs office? ☐ Yes ☐ No ☐ N/A		
Applicant's income type(s):			Applicant's monthly income amount:	
Section Two: Additional Household Members Information				
Name:		Income type(s):		
	Age:	SSN:	Monthly income amount:	
Name:		Income type(s):		
	Age:	SSN:	Monthly income amount:	
Name:		Income type(s):		
	Age:	SSN:	Monthly income amount:	
Name:		Income type(s):		
	Age:	SSN:	Monthly income amount:	
Section Three: Household Characteristics				
Is there a child 5 years of age or younger in the household? ☐ Yes ☐ No If Yes, select all that applies: ☐ 0-2 years old ☐ 3-5 years old				
Is there an individual with a disability in the household? ☐ Yes ☐ No				
Is the applicant a U.S. citizen or an alien lawfully admitted for permanent residence? ☐ Yes ☐ No				
Is the applicant a homeowner? ☐ Yes ☐ No				
Does applicant live in government subsidized housing, such as Section 8? ☐ Yes ☐ No If yes, provide the complex name: _____ If yes, does the household receive an energy subsidy? ☐ Yes ☐ No				
Does applicant live in a student dormitory, adult family care home, or any kind of group living facility? ☐ Yes ☐ No If yes, provide the facility name: _____				
Section Four: Heating and Cooling Information				
Have you or any member of your household received energy assistance in the current season? ☐ Yes ☐ No If yes, provide the name of Agency: Type of Assistance: ☐ Crisis ☐ Home Energy ☐ Weather-Related Date: _____				
What is the primary source of home heating? (select one) ☐ Electricity ☐ Natural Gas ☐ Propane ☐ Wood/Coal ☐ Refillable Fuels				
Does household use supplemental heating source? ☐ Electricity ☐ Wood/Coal ☐ N/A				
Air conditioning unit type? ☐ Central A/C ☐ Window/Wall A/C ☐ Fans ☐ Other – specify (including evaporative cooler)				
Section Five: Energy Crisis Explanation		Client Attestation and Signature		

☐ Home cooling or heating energy source has been disconnected. <i>(Life-Threatening)</i>	The information provided on this application, is to the best of my knowledge, true and complete. I understand that priority in providing assistance will be given to those households with the lowest income and greatest need, i.e. those households in which the elderly, disabled, medically needy, or children reside. I authorize the agency to make benefit payments directly to my energy supplier. I am aware that after I have provided all the information requested to determine my eligibility, if I am applying for crisis assistance, the agency has 18 hours to act upon my application with an eligible action. I am also aware that if I am not approved or denied within the time allowed, or not approved for the correct amount, I have a right to appeal the decision. (If you sign with an "X" two witnesses are required.) Client Signature: _____ Date: _____
☐ Unable to get delivery of fuel, is out of fuel, or is in danger of being out of fuel for heating. <i>(Life-Threatening)</i>	
☐ Other problems with lack of cooling or heating in the home, such as needing to pay a deposit, repair of equipment, or interim emergency measure to avoid further crisis. <i>(Life-Threatening)</i>	
☐ Notified that the energy source for cooling or heating is going to be disconnected. <i>(Standard)</i>	
☐ Received a notice indicating the energy source bill is delinquent or past due. <i>(Standard)</i>	
☐ Has an energy source bill for which the due date has lapsed. <i>(Standard)</i>	

ALL CLIENTS SHOULD SIGN THE WAIVER AUTHORIZING THE RELEASE OF GENERAL AND/OR CONFIDENTIAL INFORMATION FOR LIHEAP/EHEAP FEDERAL REPORTING.

*Your Social Security Number (SSN) is confidential under law. We may not collect your SSN unless we explain the reason for collecting your SSN in writing and provide the applicable statutory authority for doing so. Certain provisions of Chapter 430, Florida Statutes, read with Section 119.071(5), Florida Statutes, specifically authorize the Department of Elder Affairs (DOEA) and its designated staff/employees to collect SSNs when authorized by law or when collection of SSNs is imperative to the performance of DOEA's statutorily assigned duties. The Department is collecting your social security number as part of its responsibility to provide Emergency Home Energy Assistance.

DOEA Form 114 – 10/7/2021

Emergency Home Energy Assistance for the Elderly Program - Eligibility Worksheet		
Section Six: Income Eligibility Determination		
Annualize all household income.	Staple calculator tape here showing income calculations or write calculations in this space.	State Median Income (SMI) Guidelines effective 10/1/2021.
1. Add all gross monthly earned and unearned income from the past 30 days of all household members.		Select the annual income limit by household size: 100% of Max Income Value (MIV) 50% of MIV
2. Add Medicare Premium (\$148.50), if not included in SSA amount.		☐ 1.....\$25,296 \$ 12,648 ☐ 2.....\$33,079 \$ 16,540
3. Add Medicare Part D, if applicable.		☐ 3.....\$40,863 \$ 20,431 ☐ 4.....\$48,646 \$ 24,323
4. To annualize, multiply the monthly total by 12 months.		☐ 5.....\$56,430 \$ 28,215 ☐ 6.....\$64,213 \$ 32,106 ☐ 7.....\$65,672 \$ 32,836 ☐ 8.....\$67,132 \$ 33,566
Annual Household Income \$		(Please refer to the Federal Poverty Guidelines (FPG) Benefits Matrix for income ranges for households with 9-or-more individuals.)
☐ Categorically Eligible	If the total annual household income is less than 50% of the current State Median Income for household size (using chart above), and no one in the household is receiving SNAP assistance, the applicant must provide a signed statement of how basic living expenses (i.e., food, shelter and transportation) are provided for the household.	
Section Seven: Vendor, Benefit, and Verification Information		
<u>Energy Vendor #1</u> Name:	<u>Other Vendor #1</u> Name:	Contact made with LIHEAP provider to verify previous crisis assistance. Contact Person: Date of contact:
Account Number:	Account/Voucher Number: Date:	

Minimum Amount Due:	Amount Due:	Has the applicant received LIHEAP crisis assistance during the current season? ☐ Yes ☐ No
---------------------	-------------	--

Verification and Commitment Contact Person: Date: _	☐ Blanket ☐ Portable Fan ☐ Space Heater ☐ Window A/C	☐ Repair Existing Heating or Cooling Equipment ☐ Emergency Shelter ☐ Other	If the minimum amount due is more than the past due amount, did the energy vendor verify that this amount is required? ☐ Yes ☐ No ☐ N/A
<u>Energy Vendor #2</u> Name:	<u>Other Vendor #2</u> Name:		

Account Number:	Account/Voucher Number:	Date:	If the minimum amount due to resolve the crisis is more than the maximum allowed, explain how the balance of the amount due will be paid if approved for EHEAP crisis assistance.
Minimum Amount Due:	Amount Due:		
Verification and Commitment Contact Person: Date: _	☐ Blanket ☐ Portable Fan ☐ Space Heater ☐ Window A/C	☐ Repair Existing Heating or Cooling Equipment ☐ Emergency Shelter ☐ Other	

(1) Total Energy Vendors	\$	(4) Total Other Vendors	\$	Is the name on the fuel bill that of the applicants? ☐ Yes ☐ No If no, provide name on bill:
(2) Energy Subsidy	\$	Total EHEAP Benefit Add Total Energy Vendor (4) & Total Other Vendor (4)	\$	
(3) Water, Sewer, Garbage, Fire, etc.	\$			
(4) Deduct (2&3) from (1)	\$			

Section Eight: Weatherization Assistance Program (WAP) Referral

If the applicant is a homeowner, has he/she received more than three LIHEAP or EHEAP benefits in the last 18 months?

☐ Yes ☐ No ☐ N/A

If the answer to the previous question is “yes”, was the applicant referred to WAP? ☐ Yes ☐ No ☐ N/A

If the answer to the last question is “no”, explain:

Section Nine: Resolution of Crisis

Resolution of the Heating/Cooling Energy Crisis occurred within 18/48 hours, by the following eligible action(s): (Select all that apply)

☐ Approval of application	☐ EHEAP benefit prevented disconnection
☐ Commitment made to vendor	☐ EHEAP benefit restored energy already disconnected
☐ Denial of Application, pending additional information	☐ Yes, client signed waiver
☐ Denial of Application, ineligible	☐ No, client refused to sign waiver
☐ Written referral and assistance to access other community resources	

Case Worker Signature	Approval Signature
I have determined the eligibility of the applicant. I am not the applicant, nor am I a friend, relative, or employee of the applicant.	The application and eligibility determination must be reviewed for errors and appropriate file documentation prior to making payment. I have reviewed and approved this application for crisis assistance.
Case Worker's Name:	Supervisor/Peer's Name:
Case Worker's Signature:	Supervisor/Peer's Signature:

Date:	Date:
Agency Name:	Agency Name:

DOEA Form 114 – 10/7/2021

ATTACHMENT XVIII

EHEAP ARP APPLICATION AND ELIGIBILITY INSTRUCTIONS

Section One: Applicant (Age 60 and older) Information

Complete Section One in its entirety.

Special notes:

- ✓ **The Winter and Summer Seasons are waived under the ARP Act.**
- ✓ The Date Stamp is the official application date;
- ✓ The Intake Worker (with name and phone number recorded) is the person who accepts the application and required documentation;
- ✓ The applicant's income type(s) and monthly income amount is recorded in this section, and
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Two: Additional Household Members Information

Complete Section Two by listing additional household members and providing the information requested.

Special notes:

- ✓ At a minimum, the name(s), age(s), and Social Security number(s) of each additional household member is required;
- ✓ You will be attaching a calculator tape of the household's income calculations in the section provided on the EHEAP ARP Act Eligibility Worksheet; and
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Three: Household Characteristics

Complete Section Three by answering each "Yes" or "No" question and providing additional information if applicable.

Special note:

- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Four: Heating and Cooling Information

Complete Section Four by answering each question.

Special note:

- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Five: Energy Crisis Explanation

Section Five is completed by choosing the best possible explanation for the applicant's crisis and obtaining their signature and date of signature.

Special note:

- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Client Attestation and Signature

The applicant should read the attestation statement. If the applicant is unable to read the attestation statement, the intake worker should read it to them before they sign and date the application.

At this point, the intake worker should have the applicant sign the waiver authorizing the release of general and/or confidential information for LIHEAP/EHEAP ARP Act federal reporting. CIRTSS will require you to verify that either the waiver has been signed or that the client has refused to sign.

EHEAP ARP Act Eligibility Worksheet Instructions

Section Six: Income Eligibility Determination

Complete Section Six by stapling the calculator tape in the space provided, entering the annual income, and checking the appropriate number of individuals in the household to determine the household annual income limit.

Special notes:

- ✓ If the applicant is over-income and received TANF, SSI, or SNAP, check the categorical eligibility box and include the appropriate documentation in client file.
- ✓ Adjacent to the annual income limit by household size is the fifty percent (50%) of poverty amount by household size. If the annual household income is below the amount for the household size, AND the household does not receive SNAP, the applicant must provide a written statement of how basic living expenses are provided for the household.
- ✓ **Specific to ARP Act, the following is not counted as income when determining income eligibility for the household:**
 - Stimulus payments from the federal government in relation to the Coronavirus Disease ; and
 - Any type of unemployment payments will not be counted as income.
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Seven: Vendor, Benefit, and Verification Information

Complete Section Seven by completing in its entirety.

Special notes:

- ✓ Eligible elders may receive multiple crisis assistance benefit(s) that combined not to exceed \$5,000.00.
- ✓ The minimum amount due is the amount provided to you during the verification process with the home energy vendor.
- ✓ For those applicants receiving an energy subsidy, the minimum amount due will be reduced by the energy subsidy amount listed on the applicant's public housing lease to determine the total EHEAP ARP Act benefit. The energy subsidy is deducted from home energy vendor payments only.
- ✓ It is allowable to make several crisis benefit payments for a household to resolve a single crisis and/or one or more benefits from EHEAP ARP Act funding. This may include the purchase of blankets, portable fans, space heaters, and/or repair of existing heating/cooling equipment, in addition to energy bill assistance, that combined does not exceed the crisis assistance cap of \$5,000.
- ✓ Crisis situations that involve a heater or air conditioner that is powered by both gas and electricity are eligible for a crisis benefit payment to both home energy vendors.
- ✓ Allowable utility categories for heating/cooling bill assistance include the following:
 - Electricity;
 - Natural Gas;
 - Propane;
 - Wood/Coal; and
 - Refillable fuels;
- ✓ Crisis benefits may also be used for the following:
 - Pre-pay energy;
 - Purchase of blankets, portable fans, space heaters, and window air conditioners;
 - Repair of an existing heating/cooling unit;
 - Deposits to connect or restore energy;
 - Late fees and disconnect and reconnect fees;
 - Charges from a previous account held by the elder that is now closed;
 - Payment to landlord when utility costs are included in the elder's rent; and

- Temporary emergency shelter, if due to energy related crisis.
- ✓ Water, sewer, garbage, and fire, etc. MAY NOT be paid with EHEAP ARP Act funds. Utility bills that include charges that are not directly related to cooling and heating will be reduced by the amounts for these charges.
- ✓ Charges incurred due to illegal activities, such as a worthless check or meter tampering, MAY NOT be paid with EHEAP ARP Act funds.
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Eight: Weatherization Assistance Program (WAP) Referral

Complete Section Eight in its entirety.

Special notes:

- ✓ When determining the number of LIHEAP or EHEAP ARP Act crisis benefits the applicant has had, you will include the current application in the count, provided the application is approved. Refer back to Section Seven, to the information obtained from the LIHEAP provider.
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Nine: Resolution of Crisis

Complete Section Nine by selecting all that applies to this applicant and application for services.

Special notes:

- ✓ The left-hand selections indicate that the application has been acted upon within the 18/48 hour requirement.
- ✓ If the selection is made to deny the application pending additional information from the client, the 18/48 hours has been met and does not repeat itself when the client returns with the pending information. You have already met the requirement.
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Case Worker Signature

To complete this section, the individual who completes the EHEAP ARP Act Eligibility Worksheet, determines income eligibility, and provides the commitment to the utility vendor must sign and complete the requested information.

Special note:

- ✓ If you are the applicant, or a friend, relative, or employee of the applicant, you cannot determine the eligibility or award EHEAP ARP Act benefits. This application must be processed by someone who is not the applicant or a friend, relative, or employee of the applicant.

Approval Signature

To complete this section, the signer is attesting that he/she has reviewed the application for completeness, determined that all required documentation is included, and verified that the annual household income calculation and EHEAPARP Act benefit awarded are correct.

ATTACHMENT XIX

EHEAP ARP CLIENT FILE CONTENT CHECKLIST

ELDER'S NAME	PSA#	AGENCY	APPROVAL DENIAL	
NAME OF WORKER	APPLICATION DATE	CRISIS RESOLUTION DATE	CHECK DATE	
PROGRAM REQUIREMENTS MONITORED		Yes	No	N/A
1. Individual client file for the elder includes consumer's name, address, sex, and age.				
2. Household contains a member 60 or older.				
3. The household is in the Florida county covered by the contract.				
4. <u>All</u> household members are listed and their name, age, DOB, and income(s) are included.				
5. Client file contains documentation of Social Security numbers for all household members, or citation to the applicable exemption.				
6. Client file contains signed notice regarding collection of social security number(s).				
7. The client file contains official income documents for all household members and TANF, SSI, or SNAP documentation, if categorically eligible.				
8. If income is self-declared, is there a self-declaration form signed by each individual household member (18 years of age or older) lacking income verification or claiming zero income?				
9. The household's total gross income with 1-8 individuals incomes is calculated correctly and is at or below 60% of the State Median Income and for households with 9-or-more individuals, please refer to the Federal Poverty Guidelines Benefits Matrix, or the household is determined categorically eligible				
10. Statement of how basic living expenses (i.e., food, shelter and transportation) are being provided if total household income is less than 50% of the current Federal Poverty Guidelines and no one in the household is receiving SNAP assistance.				
11. Checked that elder does not live in student dormitory, adult family care home, or any kind of group living facility.				
12. Verified and documented household has not received LIHEAP Crisis Assistance during the same heating or cooling season.				
13. Documentation of Weatherization Assistance Program (WAP) referral, if applicable.				
14. Copies of fuel bills, or other supporting documentation as proof of energy crisis, for the residence in which they reside.				
15. Signed copy of Authorization for Release of General and/or Confidential Information.				
16. Only eligible components of the utility bill are paid to resolve the crisis.				
17. Only the minimum necessary to resolve the crisis is paid. If a different amount is required by the utility company, provide additional information on the Eligibility Worksheet.				
18. Crisis energy benefit was reduced by unallowable charges, such as: water, sewer, garbage, and fire, etc., if applicable.				
19. Crisis energy benefit was reduced by energy subsidy, if applicable.				
20. Energy crisis resolved within 18 or 48 hours by an eligible action.				
21. Written notice of approval or denial for services that includes appeal procedures is issued within 15 working days of eligibility determination.				
22. Appropriate benefit provided.				
23. All required sections of the application are signed and dated by the elder, staff, and supervisory/peer PRIOR to payment.				
24. Proof of payment to vendor.				
25. Place completed DOEA Form 211 in client file.				

INSTRUCTIONS: A check mark in the Yes column indicates the requirement has been met. A check mark in the No column indicates the requirement has not been met or is questionable. Each "No" mark must be explained under "COMMENTS".

Supervisor/Peer Signature

Consumer File Monitoring Date

ATTACHMENT XX

EHEAP ARP COST REIMBURSEMENT SUMMARY

Contract # _____

Report Period: _____

Budget Category	Description	Number of units	Amount
Administration			
TOTAL ADMINISTRATION			\$0.00
Outreach			
TOTAL OUTREACH			\$0.00
Crisis Assistance (BY COUNTY)			
TOTAL CRISIS ASSISTANCE			\$0.00

ATTACHMENT XXII

RECIPENT INFORMATION EHEAP ARP Act

FEDERAL YEAR: 2021/2022 CONTRACT PERIOD: April 1, 2022 to September 30, 2022

I. PLANNING & SERVICE AREA:		
II. CONTRACT NUMBER:		CONTRACT AMOUNT:
III. COUNTIES TO BE SERVED:		
IV. GENERAL ADMINISTRATIVE INFORMATION		
a. Recipient:		
Recipient Address:		
Telephone:		
Fax:		
Website:		
b. Executive Director or Chief Administrator:		
Telephone:		
Email Address:		
c. President/Chairman of the Board:		
Name:		
Address:		
Telephone:		
Fax:		
Email Address:		
d. Program Contacts:		
Name:		
Title:		
Telephone:		
Email Address:		
Name:		
Title:		
Telephone:		
Email Address:		
e. Fiscal Contacts:		
Name:		
Title:		
Telephone:		
Email Address:		
Name:		
Title:		
Telephone:		
Email Address:		
f. Person(s) authorized to sign reports and/or contracts:		
g. Agency's FEID Number:		
Agency's DUNS #		
h. AUDIT DUE DATE: Audit(s) are due by the end of the Ninth month following the end of the agency's fiscal year.		
Recipient Fiscal Year:		
thru		
Audit Due to DOEA:		

Updated 9/21/2021



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1213

Agenda Date: 5/3/2022

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 Amendment to Contract #JP021-06-2023 with the Areawide Council on Aging of Broward County, Inc. for the Center of Active Aging Emergency Home Energy Assistance Program; authorizing execution of the Amendment; and providing an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: N/A

Account Name: Home Energy Assistance

Account Number: 001-1703-331-6991

Background/History

The Center for Active Aging assists income eligible seniors, 60 years old and older with their emergency home energy needs. The Emergency Home Energy Assistance Program provides funding for income eligible seniors, 60 years old and older, who are experiencing an emergency situation with their home energy, such as receiving a final notice or disconnect notice from Florida Power and Light.

Current Activity

This amendment discontinues the regular emergency home energy assistance funding as of March 31, 2022, so that the American Rescue Plan funds awarded under Contract #JPP22-06-2022 can be utilized first.

Recommendation

Approval is recommended.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AMENDMENT TO CONTRACT #JP021-06-2023 WITH THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. FOR THE CENTER OF ACTIVE AGING EMERGENCY HOME ENERGY ASSISTANCE PROGRAM; AUTHORIZING EXECUTION OF THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on July 20, 2021, the City Commission approved Contract #JP021-06-2023 (the “Contract”) with the Areawide Council on Aging of Broward County, Inc. (the “Council”) for the Center of Active Aging Emergency Home Energy Assistance Program (the “EHEAP”); and

WHEREAS, funds from the EHEAP provide assistance to eligible seniors who have received final notice or disconnection notices from Florida Power & Light; and

WHEREAS, financial assistance may be provided up to twice a year, up to \$1,000; and

WHEREAS, the Contract is set to expire on September 30, 2023; and

WHEREAS, the City and Council desire to amend the Contract to change the termination date to March 31, 2022 (the “Amendment”), so that American Rescue Plan funds awarded under Contract #JP022-06-2022 can be utilized first; and

WHEREAS, City Staff recommends the City Commission approve and authorize execution of the Amendment with the Council, attached as Exhibit “A,” to change the termination date of the Contract to March 31, 2022.

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

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

Section 2. The City Commission hereby approves the Amendment with the Council, attached as Exhibit “A,” to change the termination date of the Contract to March 31, 2022.

Section 3. The City Commission hereby authorizes the City Manager’s execution of the Amendment with the Council, attached as Exhibit “A,” together with such additional terms and conditions that are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

A.1 March 2022

Contract JP021-06-2023

THIS AMENDMENT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the "Council," and **City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging**, hereinafter referred to as the "Contractor," and collectively referred to as the "Parties," to amend Contract JP021-06-2023.

The purpose of this amendment is to change the terms of the contract and replace an attachment.

(1) Section 3 is hereby amended to read as follows:

3. Term of Contract

This Contract shall begin at 12:00 a.m., Eastern Standard Time, April 1, 2021 or on the date the contract has been signed by the last party required to sign it, whichever is later. It shall end at 11:59 p.m., Eastern Standard Time, March 31, 2022.

(2) ATTACHMENT XII is hereby revised and replaced in its entirety.

This amendment will be effective on the last date that this amendment has been signed by both Parties.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment and all of its attachments are hereby made a part of the Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the Parties hereto have caused this 3-page amendment to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

**City of Deerfield Beach, Florida/
Northeast Focal Point Senior Center dba
Department of Active Aging
BOARD PRESIDENT OR AUTHORIZED
DESIGNEE**

**Areawide Council on Aging of
Broward County, Inc.**

SIGNED BY:

NAME:

TITLE:

DATE:

FEDERAL ID NUMBER: 59-6000305
FISCAL YEAR-END DATE: September 30

SIGNED BY:

JOHN G. PRIMEAU

NAME:

PRESIDENT

TITLE:

DATE:

ATTACHMENT XII**EMERGENCY HOME ENERGY ASSISTANCE PROGRAM (EHEAP)
INVOICE REPORT SCHEDULE**

<u>Report Number</u>	<u>Based Upon</u>	<u>Date Due to the Department</u>
1	April Advance Request*	Upon Execution of Contract
2	May Advance Request*	Upon Execution of Contract
3	April Expenditure Report	May 7, 2021
4	May Expenditure Report	June 7, 2021
5	June Expenditure Report	July 7, 2021
6	July Expenditure Report	August 6, 2021
7	August Expenditure Report	September 8, 2021
8	September Expenditure Report	October 7, 2021
9	October Expenditure Report	November 5, 2021
10	November Expenditure Report	December 7, 2021
11	December Expenditure Report	January 7, 2022
12	January Expenditure Report	February 7, 2022
13	February Expenditure Report	March 7, 2022
14	March Expenditure Report	April 7, 2022
15	Final Close Out Report	April 21, 2022



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1215

Agenda Date: 5/3/2022

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 Amendment to 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 to modify the contract term; authorizing execution of the Amendment; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: In-Kind services valued at \$83,791.23

Account Name: Senior Citizen Federal Grant

Account Number: 001-1703-331-6999

Background/History

The Center for Active Aging has been providing services for individuals 60 years old and older since 1981. The federal Older Americans Act (the "OAA") Title IIIB funds provide supportive services of counseling, health support, recreation, screening & assessment, outreach, education & training, and telephone reassurance for seniors, and Title IIIE funds provide caregiver training and support for family caregivers (collectively, the "Services"). The Services improve the seniors' and caregivers' quality of life, promote independence, and encourage engagement. On December 7, 2021, the Areawide Council on Aging and the City entered into a contract for the City's Department of Active Aging to provide supportive services under the OAA funding for the Center for Active Aging (the "Contract"). The Contract provided that a budget summary would be provided once the review of the service provider application was completed.

Current Activity

The Contract is for a term from January 1, 2022, or the date of execution, whichever is later, through December 31, 2022. Amendment A1 amends the Contract so funding is available as of January 1, 2022 through December 31, 2022, and not when the agreement was signed by both parties (January 13, 2022). It also includes the Budget Summary in Attachment IV.

Recommendation

Approval of the Amendment to the Contract is recommended.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AMENDMENT TO 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 TO MODIFY THE CONTRACT TERM; AUTHORIZING EXECUTION OF THE AMENDMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, on December 7, 2021, the City Commission approved a contract with the Areawide Council on Aging of Broward County, Inc. (the “Council”) for the City’s provision of Center for Active Aging Services for a one-year period pursuant to the Older Americans Act (“OAA”) Contract #JA122-06-2022 (the “OAA Contract”); and

WHEREAS, the City’s provision of Center for Active Aging Services under the OAA Contract includes counseling, health support, recreation, screening & assessment, outreach, education & training, and telephone reassurance for seniors, and caregiver training and support for family caregivers; and

WHEREAS, the contract term for the OAA Contract with the Council is from January 1, 2022, or the date of execution whichever is later, through December 31, 2022; and

WHEREAS, the OAA Contract was fully executed on January 13, 2022; and

WHEREAS, the Council and City desire to amend the OAA Contract to modify the beginning date of the OAA Contract term so that funding is available as of January 1, 2022 through December 31, 2022, and to include the budget summary (the “Amendment”); and

WHEREAS, the City Commission believes that it is in the best interest of the City to approve and authorize execution of the Amendment with the Council, 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 approves the Amendment with the Council, attached as Exhibit “A.”

Section 3. The Mayor is hereby authorized to execute the Amendment with the Council, attached as Exhibit “A,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

THIS AMENDMENT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the "Council," and **City of Deerfield Beach, Florida/ Northeast Focal Point Senior Center dba Department of Active Aging**, hereinafter referred to as the "Contractor," and collectively referred to as the "Parties," to amend Contract JA122-06-2022.

The purpose of this amendment is to replace contract language and replace an attachment.

1) Section 3 is hereby replaced to read as follows:

3. Term of Contract

This Contract when executed will have an effective date of January 1, 2022. It will end at midnight, Eastern Standard Time on December 31, 2022.

2) Attachment IV is hereby revised and replaced.

This amendment will be effective on the date it has been fully executed by the Parties.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment and all of its attachments are hereby made a part of the contract.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the parties hereto have caused this 3-page Amendment to be executed by their undersigned officials as duly authorized.

CONTRACTOR:**City of Deerfield Beach, Florida/ Northeast Focal
Point Senior Center dba Department of Active Aging****Areawide Council on Aging of
Broward County, Inc.**BOARD PRESIDENT OR AUTHORIZED
DESIGNEE_____
SIGNED BY:_____
NAME:_____
TITLE:_____
DATE:FEDERAL ID NUMBER: 59-6000305
FISCAL YEAR-END DATE: September 30_____
SIGNED BY:_____
JOHN G. PRIMEAU
NAME:_____
PRESIDENT
TITLE:_____
DATE:

ATTACHMENT IV

OLDER AMERICANS ACT

BUDGET SUMMARY – III B

FIXED SERVICES	Total Units	Unit Rate	Federal Funds	Council Match Funds	Provider Match Funds	Total Reimbursement
Education/Training	281	\$175.76	\$31,147.17	\$2,844.24	\$15,393.28	\$49,384.69
Counseling – Ind	800	\$49.69	\$25,067.61	\$2,285.74	\$12,398.65	\$39,752.00
Counseling - Grp	300	\$84.37	\$15,962.57	\$1,456.68	\$7,891.75	\$25,311.00
Health Support – Grp	250	\$111.84	\$17,632.33	\$1,609.06	\$8,718.61	\$27,960.00
Health Support – Ind	550	\$45.17	\$15,667.24	\$1,429.73	\$7,746.53	\$24,843.50
Outreach	25	\$138.36	\$2,181.34	\$199.06	\$1,078.60	\$3,459.00
Recreation	1,650	\$56.91	\$59,212.72	\$5,403.53	\$29,285.25	\$93,901.50
Screen & Assessment	35	\$117.15	\$2,585.73	\$235.96	\$1,278.56	\$4,100.25
TOTAL III B CONTRACT AMOUNT			\$169,456.71	\$15,464.00	\$83,791.23	\$268,711.94

BUDGET SUMMARY – III E

FIXED SERVICES	Total Units	Unit Rate	Federal Funds	Council Match Funds	Provider Match Funds	Total Reimbursement
Caregiver Training & Support - Grp	64.75	\$85.88	\$5,000.00	\$556.00	\$0.00	\$5,556.00
TOTAL III E CONTRACT AMOUNT			\$5,000.00	\$556.00	\$0.00	\$5,556.00
TOTAL CONTRACT AMOUNT			\$174,456.71	\$16,020.00	\$83,791.23	\$274,267.94

THIS CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the "Council," and **City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging** hereinafter referred to as the "Contractor who are collectively referred to as the "Parties." This Contract is subject to all provisions contained in the Master Contract JM020-06-2022 executed between the Council and the Contractor, and its successor, incorporated herein by reference.

WITNESSETH THAT:

WHEREAS, the Council has determined that it is in need of certain services as described herein; and

WHEREAS, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an Independent Contractor for the Council.

NOW, THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Purpose of Contract

The purpose of this Contract is to provide services in accordance with the terms and conditions specified in this Contract, including all attachments, forms, exhibits, and references incorporated, which constitute the contract document.

2. Incorporation of Documents within the Contract

This Contract will incorporate attachments, proposal(s), service provider application(s), grant contracts, relevant State of Florida, Department of Elder Affairs' handbooks, manuals or desk books and Master Contract JM020-06-2022, as an integral part of the contract, except to the extent that the contract explicitly provides to the contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this Contract document and identified attachments.

3. Term of Contract

This Contract shall begin on January 1, 2022, or on the date on which this Contract has been signed by the last party required to sign it, whichever is later. It will end at midnight, Eastern Standard Time on December 31, 2022.

4. Contract Amount

The Council agrees to pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed **\$190,476.71**, subject to the availability of funds. **\$169,456.71** represents Federal Older Americans Act (OAA) Title III B funds, **\$15,464.00** represents Areawide Council on Aging (AAA) local matching funds for Title III B, **\$5,000.00** represents Federal OAA Title III E funds and **\$556.00** represents AAA local matching funds for Title III E. In accordance with provision of Title III of the Older Americans Act, the Contractor will contribute **\$83,791.23** to the project in matching funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

5. Renewals

By mutual agreement of the Parties, in accordance with s. 287.058(1)(g), F.S., the Council may renew this Contract for a period not to exceed three years, or the term of the original Contract, whichever is longer. The renewal price, or method for determining a renewal price, is set forth in the bid, proposal, or reply to the Council's request for Service Provider Application. No other costs for the renewal may

be charged. Any renewal is subject to the same terms and conditions as the original contract and contingent upon satisfactory performance evaluations by the Council and the availability of funds.

6. Background Screening

The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the State of Florida, Department of Elder Affairs' level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the State of Florida, Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S.

- 6.1** To demonstrate compliance with this provision, Contractor shall submit Attachment VIII, Background Screening Affidavit of Compliance annually, by January 7, 2022. Further information concerning the procedures for background screening is found at <http://elderaffairs.state.fl.us/doea/backgroundscreening.php>.

6.2 Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the Contractor or any Subcontractors and referred to a governmental or investigatory agency must be sent to the Council. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Contractor shall notify the Council immediately. A copy of all documents, reports, notes, or other written material concerning the investigation, whether in the possession of the Contractor or Subcontractors, must be sent to the Council with a summary of the investigation and allegations.

7. Nondiscrimination-Civil Rights Compliance

- 7.1** The Contractor shall execute assurances as stated in the Assurances-Non-Construction Programs, Attachment III of the Master Contract JM020-06-2022, that it will not discriminate against any person in the provision of services or benefits under this Contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.
- 7.2** During the term of this Contract, the Contractor shall complete and retain on file a timely, complete, and accurate Civil Rights Compliance Checklist, Attachment IV.
- 7.3** The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this Contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 7.4** If this Contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all Subcontractors, Vendors, or others with whom it arranges to provide services or benefits to participants

or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Council may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

8. Provision of Services:

The Contractor shall provide services in the manner described in Attachment I.

9. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

a.	The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment shall be made is:	City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Donna DeFronzo, Director of Senior Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under this Contract is:	Donna DeFronzo, Director of Senior Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441 954-480-4449
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 fiscal@adrcbroward.org
e.	The name, address, and telephone number of the Council's Program Specialist for this Contract is:	Ingrid Schenk Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, address, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this Contract.		

10. All Terms and Conditions Included:

This Contract and its Attachments, I - VIII and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either written or verbal between the Parties. By signing this Contract, the Parties agree that they have read and agree to the entire Contract.

IN WITNESS THEREOF, the Parties hereto have caused this 36-page Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

City of Deerfield Beach, Florida / Northeast
Focal Point Senior Center dba Department of
Active Aging

**Areawide Council on Aging of
Broward County, Inc.**

BOARD PRESIDENT OR AUTHORIZED
DESIGNEE

SIGNED BY

SIGNED BY

NAME

PAULINE GRANT

TITLE

TITLE President

DATE

DATE

FEDERAL ID NUMBER: 59-6000305

FISCAL YEAR-END DATE: September 30

DUNS: 086-382-090

OLDER AMERICANS ACT STATEMENT OF WORK

I. SERVICES TO BE PROVIDED

A. Definitions of Terms

1. Contract Acronyms

AAA - Area Agency on Aging
ACL - Administration on Community Living
ADL - Activities of Daily Living
AIRS - Alliance of Information & Referral Systems
APCL - Assessed Priority Consumer List
APS - Adult Protective Services
CAP - Corrective Action Plan
CDSME - Chronic Disease Self-Management Education
CDSMP - Chronic Disease Self-Management Program
CIRTS - Client Information and Registration Tracking System
DBPR - Department of Business and Professional Regulation
DHHS - Department of Health and Human Services
DOH - Florida Department of Health
DOEA - State of Florida, Department of Elder Affairs
EBDPHPP - Evidence-Based Disease Prevention and Health Promotion Program
I&R - Information and Referral
IADL - Instrumental Activities of Daily Living
NCOA - National Council on Aging
NSIP - Nutrition Services Incentive Program
OAA - Older Americans Act
PSA - Planning and Service Area
SPA - Service Provider Application
USDA - US Department of Agriculture

2. Program Specific Terms

Adult Child with a Disability: A child who is age 18 or older and is financially dependent on an older individual who is a parent of the child and has a disability.

Child: An individual who is not more than eighteen (18) years of age or an individual with a disability.

Criteria: A standard which the AoA/ACL set for the Title IIID Program.

Description of Event: A description of what took place during the activity.

Direct Elders Served: The number of elders who participated in the program.

Family Caregiver: An adult family member, or another individual, who is an informal provider of in-home and community care to an older individual.

Frail: When an older individual is (1) determined to be unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing, or supervision or (2) unable to perform at least three such activities without such assistance; or, (3) due to a cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or to another individual.

Grandparent: A grandparent or step-grandparent of a child, or a relative of a child by blood, marriage or adoption, who: (1) lives with the child, (2) is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child, and (3) has a legal relationship to the child, such as legal custody or guardianship, or is raising the child informally.

Living Healthy: Also known as the Chronic Disease Self-Management Program (CDSMP) for the State of Florida.

Provider: A provider is the organization/individual actually conducting the direct service to the clients. CIRTIS entries and Monthly Programmatic Report, where the provider is listed, should be the actual organization conducting the service.

Service Provider Application: A plan developed by the Contractor outlining a comprehensive and coordinated service delivery system, in the respective service area, in accordance with the Section 306 of the Older Americans Act (42 U.S.C. 3026), and the Council instructions.

B. General Description

1. General Statement

The Older Americans Act (OAA) Program is a federal program initiative that provides assistance to older persons and caregivers and is the only federal supportive services program directed solely toward improving the lives of older people.

The program provides a framework for a partnership among the different levels of government and the public and private sectors with a common objective, improving the quality of life for all older individuals by helping them to remain independent and productive.

The primary purpose of the OAA program is to foster the development and implementation of comprehensive and coordinated systems to serve older individuals. The OAA program uses these systems to assist older individuals to attain and maintain maximum independence and dignity in a home environment and allows for the capability of self-care with appropriate supportive services.

2. Authority

All applicable federal laws, regulations, action transmittals, program instructions, review guides and similar documentation related to the following:

- a. Catalog of Federal Domestic Assistance Nos. 93.043, 93.044, 93.045, and 93.052;
- b. Older Americans Act of 1965, as amended 2016;
- c. Section 311 of the Older Americans Act of 1965, as amended 2016 (42 U.S.C. § 3030a);
- d. 42 U.S.C. § 303 and § 604;
- e. Rule 58A-1, Florida Administrative Code (F.A.C.);
- f. Section 430.101, Florida Statutes (F.S.); and
- g. DOEA Programs and Services Handbook, which is hereby incorporated by reference, to include any subsequent revisions thereof.

3. Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of the Title IIIB, Supportive Services; Title IIIC1, Congregate Nutrition Services; Title IIIC2, Home Delivered Nutrition Services; Title IIID, Evidence-Based Disease Prevention and Health Promotion Services; and Title IIIE, Caregiver Support Services programs of the OAA within its designated sector outlined in the Council-approved SPA and as specified in the Budget Summary, Attachment IV. The scope of service includes planning, coordinating and assessing the needs of older persons, and assuring the availability and quality of services. The services shall be provided in a manner consistent with and described in both the current Contractor's Council-approved SPA and the current DOEA Programs and Services Handbook.

4. Major Program Goals

The major goals of the OAA Program are to improve older individuals' quality of life, preserve their independence, and prevent or delay their need for costlier institutional care. These goals are achieved through the implementation of a comprehensive and coordinated service system that provides a continuum of service alternatives and effective delivery of nutritious meals that meet the diverse needs of elders and their caregivers.

C. Clients to be Served

1. General Description

The OAA Program gives preference to older individuals with greatest economic need and older individuals with greatest social need, with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas.

2. Client Eligibility

a. OAA Title III

Consumers shall not be dually enrolled in an OAA Program and a Medicaid capitated Long-Term Care Program, except consumers in need of OAA Legal Assistance services and OAA Congregate Nutrition Services, including transportation to and from congregate meal sites.

b. OAA Title IIIB, Supportive Services

- i. Individuals must be age sixty (60) or older; and
- ii. I&R/Assistance services are provided to individuals regardless of age.

c. OAA Titles IIIC1 and IIIC2, Nutrition Services, General

General factors that shall be considered in establishing priority for the receipt of nutrition services include those older persons who:

- i. Cannot afford to eat adequately;
- ii. Lack the skills or knowledge to select and prepare nourishing and well-balanced meals;
- iii. Have limited mobility which may impair their capacity to shop and cook for themselves;
- iv. Have a disabling illness or physical condition requiring nutritional support; or
- v. Have been screened at a high nutritional risk.

d. OAA Title IIIC1, Congregate Nutrition Services

In addition to meeting the general nutrition services eligibility requirements listed in Section I.C.2.c., individuals must be mobile, not homebound, and physically, mentally, and medically able to attend a congregate nutrition program. Individuals eligible to receive congregate meals include the following:

- i. Individuals age sixty (60) or older;
- ii. Any spouse (regardless of age) who attends the dining center with his/her eligible spouse;
- iii. Persons with a disability, regardless of age, who reside in a housing facility occupied primarily by older individuals where congregate nutrition services are provided;
- iv. Disabled persons who reside at home with and accompany an eligible person to the dining center; and
- v. Volunteers, regardless of age, who provide essential services on a regular basis during meal hours.

e. OAA Title IIIC2, Home Delivered Nutrition Services

In addition to meeting the general nutrition services eligibility requirements as listed in Section I.C.2.c., individuals must be homebound and physically, mentally, or medically unable to attend a congregate nutrition program. Individuals eligible to receive home delivered meals include the following:

- i. Individuals age sixty (60) or older who are homebound because of illness, disability, or isolation

- ii. The spouse of a homebound eligible individual, regardless of age, if the provision of the collateral meal supports maintaining the person at home;
 - iii. Individuals with disabilities, regardless of age, who reside at home with eligible individuals and are dependent on them for care; and
 - iv. Persons at nutritional risk who have physical, emotional, or behavioral conditions which would make their presence at congregate nutrition sites inappropriate; and
 - v. Persons at nutritional risk who are socially or otherwise isolated and unable to attend a congregate nutrition site.
- f. OAA Title IIID, Disease Prevention and Health Promotion Services**
- i. Target individuals age sixty (60) or older; and
 - ii. Priority will be given to individuals residing in medically underserved areas.
- g. OAA Title IIIE, Caregiver Support Services**
- Eligibility for OAA Title IIIE, Caregiver Support Services, is as follows:
- i. Eligible individuals include
 - (1) Family caregivers of individuals age sixty (60) or older; and
 - (2) Grandparents, age fifty-five (55) or older, or older individuals, age fifty-five (55) or older, who are relative caregivers.
 - ii. For respite and supplemental services, a family caregiver must be providing care for an older individual who meets the definition of the term “frail” as defined above.
 - iii. Priority will be given to family caregivers who provide care for individuals with Alzheimer’s disease and related disorders with neurological and organic brain dysfunction and to grandparents or older individuals who are relative caregivers who provide care for children with severe disabilities.

II. MANNER OF SERVICE PROVISION

A. Service Tasks

To achieve the goals of the OAA Program, the Contractor shall ensure performance of the following tasks:

1. Client Eligibility Determination

The Contractor shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in Section I.C.2.

2. Targeting and Screening New Clients for Service Delivery

The Contractor shall develop and implement policies and procedures consistent with OAA targeting and screening criteria for new clients.

3. Program Services

The Contractor shall ensure the provision of program services is consistent with the Contractor’s current SPA, as updated and approved by the Council, and the current DOEA Programs and Services Handbook.

4. Program Eligibility Requirements

a. Provider’s Nutrition Service Operations

The Contractor shall ensure that the nutrition service operations meet the requirements of this contract, as well as any other applicable regulations and policies prescribed by the current DOEA Programs and Services Handbook, DHHS, USDA, DOH and local health departments, DBPR, or any other agency designated to inspect meal quality for the State.

b. Prescribed Nutritional Requirements

The Contractor shall ensure that each meal provided under this contract meets the following criteria:

- i. Complies with the current Dietary Guidelines for Americans, published by the Secretaries of the DHHS and USDA; and
- ii. Provides a minimum of thirty-three and a third percent (33 1/3%) of the dietary reference intakes/adequate intakes for a female age seventy (70) or older as established by the Food and Nutrition Board of the National Academy of Sciences.

c. Food Origin and Commodities Requirements

The Contractor may use NSIP funds to purchase foods of U.S. origin for their nutrition projects under Title III of the OAA. NSIP funds must be used to expand meal services to older adults.

B. Use of Subcontractors

If this contract involves the use of a subcontractor or third party, then the Contractor shall not delay the implementation of its agreement with the Subcontractor. If any circumstance occurs that may result in a delay for a period of sixty (60) days or more of the initiation of the subcontract or the performance of the Subcontractor, the Contractor shall notify the Council's Program Specialist and the Council's Chief Financial Officer in writing of such delay. The Contractor shall not permit a Subcontractor to perform services related to this contract without having a binding Subcontractor agreement executed. In accordance with Section 23 of the Master Contract JM020-06-2022, the Council will not be responsible or liable for any obligations or claims resulting from such action.

1. Copies of Subcontracts

The Contractor shall submit copies of all subcontracts to the Council's Program Specialist within thirty (30) days of execution of each subcontract agreement.

2. Monitoring the Performance of Subcontractors

The Contractor shall monitor, at least once per year, each of its subcontractors, sub-recipients, vendors, and/or consultants paid from funds provided under this contract. The Contractor shall perform fiscal, administrative, and programmatic monitoring to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The Contractor shall monitor its subcontractors to ensure that the budget and scope of work are accomplished within the specified time periods, and that all performance goals stated in this contract are achieved.

C. Staffing Requirements

1. Staffing Levels

The Contractor shall assign staff as needed to perform the tasks, responsibilities, obligations and duties under this contract.

2. Professional Qualifications

The Contractor shall ensure that the staff responsible for performing any duties or functions within this contract have the qualifications specified in the DOEA Programs and Services Handbook. The Contractor shall have a representative participate in conference calls and training as required by the Council.

3. Service Times

The Contractor shall ensure the provision of the services listed in the contract during normal business hours unless other times are more appropriate to meet the performance requirements of the contract, and it shall monitor its subcontractors to ensure they are available to provide services during hours responsive to client needs and during those times which best meet the needs of the relevant service community. Normal business hours are defined as Monday through Friday, 8:00am to 5:00pm, except on holidays.

4. Changes in Title IIID Service Delivery Locations or Service Times

The Contractor shall provide the Council's Program Specialist with 30 days' notice of any plan temporarily or permanently changing any Title IIID service delivery location or service times. Any changes to the service delivery location or service times must have the approval of the Council's Program Specialist.

5. Use of Volunteers to Expand the Provision of Available Services

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out Federal service programs administered by the Corporation for National and Community Service), in community service settings. The Contractor shall provide a quarterly report of volunteer activities and services in a format provided by the Council.

The Contractor shall involve community centers, faith based-institutions, hospitals, libraries, or community sites in its EBDPHP services coordination efforts. If the program allows lay individuals, to be facilitators, the Contractor shall aim to use volunteers vs. paid staff for EBDPHP services.

D. Deliverables

The following section provides the specific quantifiable units of deliverables and the source documentation required to evidence the completion of the tasks specified in this contract. The Contractor must submit all required documentation in the time and manner specified for the minimum performance levels to be met. Each deliverable must be accepted in writing by the Council's Program Specialist based on the requirements for each deliverable before the Contractor submits an invoice requesting payment.

1. Delivery of Services to Eligible Clients

The Contractor shall ensure the provision of a continuum of services that meets the diverse needs of elders and their caregivers. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount. The Contractor shall ensure the performance and reporting of the following types of services, in accordance with the Contractor's current Council-approved SPA, the current DOE A Programs and Services Handbook, and Section II.A.

a. Supportive Services (IIIB Program)

Supportive services include a variety of community-based and home-delivered services that support older individuals' quality of life by helping them remain independent and productive. Services include the following:

- i. Adult Day Care/Adult Day Health Care;
- ii. Caregiver Training/Support;
- iii. Case Aid/Case Management;
- iv. Chore and Chore (Enhanced);
- v. Companionship;
- vi. Counseling (Gerontological and Mental Health/Screening);
- vii. Education/Training;
- viii. Emergency Alert Response;
- ix. Escort;

- x. Health Support;
- xi. Home Health Aid;
- xii. Homemaker;
- xiii. Housing Improvement;
- xiv. Interpreter/Translating;
- xv. Legal Assistance;
- xvi. Material Aid;
- xvii. Occupational Therapy;
- xviii. Outreach;
- xix. Personal Care;
- xx. Physical Therapy;
- xxi. Recreation;
- xxii. Respite Services (In-Home and Facility Based);
- xxiii. Screening/Assessment;
- xxiv. Shopping Assistance;
- xxv. Skilled Nursing;
- xxvi. Specialized Medical Equipment, Services, and Supplies;
- xxvii. Speech Therapy;
- xxviii. Telephone Reassurance; and
- xxix. Transportation.

b. Congregate Nutrition Services (IIC1 Program)

Nutrition services are provided in congregate settings and are designed to reduce hunger and food insecurity and to promote socialization and the health and well-being of older individuals through access to nutrition and other disease prevention and health promotion services. Services include the following:

- i. Congregate meals;
- ii. Congregate meals screening;
- iii. Nutrition education; and nutrition counseling; and
- iv. Outreach.

c. Home Delivered Nutrition Services (IIC2 Program)

In-home nutrition services are provided to reduce hunger and food insecurity; promote socialization and the health and well-being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention and health promotion services. Services include the following:

- i. Home delivered meals;
- ii. Nutrition education and counseling;
- iii. Outreach; and
- iv. Screening/Assessment.

d. Disease Prevention and Health Promotion Services (Title IID Program)

Evidence-Based Disease Prevention and Health Promotion (EBDPHP) services have been demonstrated through evaluation to be effective for improving health and wellbeing or reducing disease, disability, and/or injury among older adults. The ACL defines EBDPHP services as meeting highest-level criteria. Only services that meet the highest-level criteria are allowable under the IID Program. EBDPHP services must be delivered per the requirements of the program and ensure program fidelity. EBDPHP services include the following:

- i. A Matter of Balance;
- ii. Active Living Every Day;
- iii. Arthritis Foundation Exercise Program;

- iv. Arthritis Foundation Tai Chi Program (Tai Chi for Arthritis);
- v. Arthritis Self-Management Program;
- vi. Brief Intervention & Treatment for Elders (BRITE);
- vii. Chronic Disease Self-Management Program;
- viii. Chronic Pain Self-Management Program;
- ix. Diabetes Empowerment Education Program (DEEP);
- x. Diabetes Self-Management Program;
- xi. Disease Information
- xii. Enhance Fitness;
- xiii. Enhance Wellness;
- xiv. Fit and Strong!;
- xv. Healthy Eating Every Day;
- xvi. Healthy Ideas;
- xvii. Healthy Moves for Aging Well;
- xviii. Home Injury Control;
- xix. HomeMeds;
- xx. Physical Fitness;
- xxi. Powerful Tools for Caregivers;
- xxii. Program to Encourage Active Rewarding Lives for Seniors (PEARLS);
- xxiii. Programa de Manejo Personal de la Artritis;
- xxiv. Programa de Manejo Personal de la Diabetes;
- xxv. Stepping On;
- xxvi. Stay Active and Independent for Life (SAIL);
- xxvii. Tai Chi/Tai Ji Quan Moving for Better Balance (Highest-Level);
- xxviii. Tomando Control de su Salud;
- xxix. Un Asunto de Equilibrio; and
- xxx. Walk with Ease.

The Contractor must request in writing the use of any EBDPHP programs which are not listed in the DOE Programs and Services Handbook (or Notice of Instruction) to the Council's Program Specialist or designee **prior** to delivering the service. If this supporting documentation is not submitted and approved by the Council, then the Council will not provide reimbursement for services.

e. Caregiver Support Services (IIIE Program)

The following services are intended to provide direct aid to caregivers in the areas of health, nutrition, and financial literacy, and to assist them with decision-making and problem-solving related to their caregiving roles and responsibilities:

- i. Adult Day Care/Adult Day Health Care;
- ii. Caregiver Training/Support;
- iii. Counseling (Gerontological and Mental Health/Screening);
- iv. Education/Training;
- v. Financial Risk Reduction (Assessment and Maintenance);
- vi. Outreach;
- vii. Powerful Tools for Caregivers;
- viii. Respite Services (In-Home and Facility Based);
- ix. Screening/Assessment; and
- x. Transportation.

f. Caregiver Support Supplemental Services (IIIES Program)

The following services are provided to complement the care provided by caregivers:

- i. Chore and Chore (Enhanced);
 - ii. Housing Improvement;
 - iii. Legal Assistance;
 - iv. Material Aid; and
 - v. Specialized Medical Equipment, Services and Supplies.
- g. Caregiver Support Grandparent Services (IIIIEG Program)**
 Services for grandparents or older individuals who are relative caregivers that are designed to help them meet their caregiving obligations include the following:
- i. Caregiver Training/Support;
 - ii. Child Day Care;
 - iii. Counseling (Gerontological and Mental Health/Screening);
 - iv. Education/Training;
 - v. Legal Assistance;
 - vi. Outreach;
 - vii. Screening/Assessment;
 - viii. Sitter; and
 - ix. Transportation.

2. Provision of Services

The Contractor shall ensure the provision of services outlined in this Contract in accordance with the DOE A Programs and Services Handbook, the Contractor’s current Council-approved SPA, and the tasks described in Section II.A. of this Contract.

The Contractor shall ensure the provision of the services described in this contract are in accordance with the current.

3. Service Unit

The Contractor shall ensure the provision of the services described in this contract in accordance with the current DOE A Programs and Services Handbook at the unit rate specified in Attachment IV, Budget Summary, and the services tasks described in Section II.A., Contractor’s performance will be measured on compliance with the DOE A Programs and Services Handbook and program guidelines.

The chart below lists the services allowed and the units of measurement. Units of services will be paid pursuant to the rate established in the 2022 SPA requested and approved by the Council

Service		Unit of Service
Adult Day Care	Legal Assistance	Hour
Caregiver Training/Support	Mental Health Counseling/Screening	
Case Aid/Case Management	Nutrition Counseling	
Child Day Care	Occupational Therapy	
Chore Services	Personal Care	
Companionship	Physical Fitness	
Congregate Meals Screening	Physical Therapy	
Counseling Services	Program to Encourage Active, Rewarding Lives for Seniors (PEARLS)	
Enhance Fitness	Recreation	
Enhance Wellness		
Financial Risk Reduction Services		

Service		
Health Support Home Health Aide HomeMeds Homemaker Housing Improvement Interpreter/Translating	Respite Services Screening/Assessment Sitter Skilled Nursing Services Speech Therapy Stay Active and Independent for Life	
Emergency Alert Response		Day
A Matter of Balance Active Living Every Day Arthritis Foundation Exercise Program Arthritis Foundation Tai Chi Program (Tai Chi for Arthritis) Arthritis Self-Management Program Brief Intervention & Treatment for Elders (BRITE) Chronic Disease Self-Management Program Chronic Pain Self-Management Program (DEEP) Education/Training Fit and Strong! Healthy Easting Every Day Healthy Eating for Successful Living in Older Adults	Healthy Ideas Material Aid Nutrition Education Outreach Powerful Tools for Caregivers Program de Manejo Personal de la Artritis Programa de Manejo Personal de la Diabetes Specialized Medical Equipment, Services and Supplies Stepping On Tai Chi Moving for Better Balance Telephone Reassurance Tomando Control de su Salud Un Asunto de Equilibrio Walk with Ease	Episode
Escort Shopping Assistance Transportation		One-Way Trip
Congregate and Home Delivered Meals		Meal

Each unit of service has a unit cost. The analysis of the costs and rates is an ongoing process and is subject to change based on further analysis. A written request is required by the Contractor for any unit cost changes. The following supporting documentation is necessary for this request:

- a. SPA Update; and
- b. Justification for unit cost changes and/or units of service changes.

4. Grievance and Complaint Procedures

a. Grievance Procedures

The Contractor shall comply with and ensure compliance with the Minimum Guidelines for Recipient Grievance Procedures, Appendix D, DOE Programs and Services Handbook, to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds.

b. Complaint Procedures

The Contractor shall develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, and all other issues except the termination, suspension, or reduction of services, which shall be addressed through the grievance process as described in Appendix D of the DOE Programs and Services Handbook. Complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature, and disposition of each complaint.

c. Legal Provider Grievance Procedures

The Contractor must have an internal grievance procedure that addresses both denial of service and complaints by clients about manner or quality of legal assistance. Grievance procedures that comport with the requirements of the Legal Services Corporation as provided in 45 Code of Federal Regulation (CFR) Part 1621 are sufficient to meet this standard. At a minimum, the procedure must provide applicants with:

- i. Adequate notice of the grievance procedures;
- ii. Information on how to file a grievance or complaint, and
- iii. Prompt consideration of each complaint by the Executive Director or the Executive Director's designee.

The Council may not serve in an appellate capacity or otherwise interfere in the grievance review process for legal providers. However, the Council may request that legal providers maintain a file of complaints and statements of disposition of complaints, with redacted client identifying information, for examination by the Contractor during monitoring.

E. Reports

The Contractor shall respond to additional, routine, or special requests for information and reports required by the Council in a timely manner as determined by the Council's Program Specialist. The Contractor shall establish reporting deadlines and due dates for subcontractors that permit the Contractor to review and validate the data and meet the Council's reporting requirements.

1. CIRTS Reports

- a. Contractor shall input OAA-specific data into CIRTS. To ensure CIRTS data accuracy, the Contractor shall use CIRTS-generated reports which include the following:
 - i. Client Reports;
 - ii. Monitoring Reports;
 - iii. Services Reports;
 - iv. Miscellaneous Reports;
 - v. Aging Resource Center Reports;
 - vi. Fiscal Reports; and
 - vii. Outcome Measurement Reports.

2. SPA Update and All Revisions Thereto

The Contractor shall submit, for approval by the Council, a SPA update, wherein the Contractor enters OAA-specific data in CIRTS.

3. Service Cost Reports

The Contractor is required to submit semi-annual and annual service cost reports that reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates. The first semi-annual report encompassing the six (6) months ending 06/30/2022 is due on August 19, 2022. The second semi-annual report encompassing the twelve (12) months ending 12/31/2022 is due on February 17, 2023.

4. Surplus/Deficit Report

The Contractor shall submit a Surplus/Deficit Report to the Council's Program Specialist by the 5th of each month, in a format provided by the Council. This Surplus/Deficit Report is for all agreements and/or contracts between the Contractor and the Council and must include the following:

- a. A list of all services and their status regarding surplus/deficit;
- b. The Contractor's detailed plan on how the surplus/deficit spending which exceeds the threshold of plus or minus one percent (+/- 1%) will be resolved;
- c. Recommendations to transfer funds to resolve surplus/deficit spending; and
- d. Input from the Contractor's Board of Directors on resolution of spending issues, if applicable.

5. Evidence-Based Disease Prevention and Health Promotion Programmatic Reports

The Contractor shall submit Monthly Programmatic Reports for EBDPHP services on the dates specified in Section E.5.a. of this Contract. The Council's Program Specialist will provide Contractor with an Excel report template with entry tabs for: Health and Wellness Courses/Services offered including Attestations (cumulative), Partnerships (updated as needed), and Success Stories (reported at least once each May).

- a. Information provided in the Monthly Programmatic Report must match CIRTIS data and the Request for Payment. Data collected for the Monthly Programmatic Reports need to be reported during the appropriate months and subject to the following schedule:

<u>Report #</u>	<u>Reports Due Date</u>	<u>Report #</u>	<u>Reports Due Date</u>
Report 1	February 8, 2022	Report 7	August 5, 2022
Report 2	March 8, 2022	Report 8	September 7, 2022
Report 3	April 7, 2022	Report 9	October 7, 2022
Report 4	May 6, 2022	Report 10	November 7, 2022
Report 5	June 7, 2022	Report 11	December 7, 2022
Report 6	July 8, 2022	Report 12	January 9, 2023

- b. The Contractor shall review program documentation to ensure documentation is complete and adequately supports the information reported on the Monthly Programmatic Report prior to submitting a Request for Payment. The Contractor will attest to the review in the "Comments" section of the Monthly Programmatic Report and provide relevant information regarding the documentation as needed.
- c. Program documentation shall include all the following elements: Sign-In Sheets or Attendance Logs; flyers or documentation demonstrating efforts to recruit participants and promote EBDPHP services provided; current facilitator certificates; copy of program license (if applicable); and any forms required by the specific program.
- d. Contractor shall ensure that Sign-In Sheets or Attendance Logs accurately reflect dates, times, names of programs, participant names, and name(s) of program facilitator(s). If the Attendance Log does not include a space for participant signatures, additional program documentation must be included with participant signatures that match the participant names and dates in the Attendance Log. Exceptions may be approved by the Council's Program Specialist. Requests must be made to the Council in writing and kept with program documentation.
- e. Participants **must** sign their name on program Sign-in Sheets or Attendance Logs. If a participant is unable to sign their name, the instructor may sign by proxy for the participant (including their own initials and date) with a note on the Sign-In Sheet explaining the need for the proxy.
- f. The Contractor shall abide by all program fidelity requirements and have a written fidelity monitoring plan, which includes observation of volunteer/trainer's delivery of EBDPHP services

as well as observation of delivery of EBDPHP services by the Council's Program Specialist. A note will be included in the Monthly Programmatic Report, in the comments section, when a program has been observed. Documentation pertaining to the observation will be sent to the Council with Monthly Programmatic Report.

- g. CDSME Workshop data must be entered into the NCOA Force database.
- h. The Contractor shall contact the Council's Program Specialist in the event of an emergency or an exigent circumstance where the provider is unable to maintain an aspect of fidelity of the EBDPHP services (e.g., minimum or maximum number of participants) before the end of the workshop. At the discretion of the Council's Program Specialist, the service may be reimbursed under this contract; however, if the fidelity infraction is discovered after the program has finished, during the Request for Payment Process, or as a result of a desk review, the Contractor shall not be reimbursed for the workshop or shall reimburse the Council for the cost of the workshop.
- i. The Contractor shall collaborate and partner with organizations to extend the reach of EBDPHP services. Partnerships and collaborations may be developed with Florida Department of Health, the Florida Department of Children and Families, USDA's Nutrition Program, insurance companies, Centers for Disease Control and Prevention, Area Health Education Centers, local health councils, public and private universities, federally qualified health clinics, county health departments, and Florida's Age-Friendly Communities. Partnerships shall be designed to stimulate innovation of new approaches and activities in EBDPHP services, develop greater capacity, and leverage other funding sources. Partnerships shall also address building and sustaining an infrastructure for the dissemination of EBDPHP services. This includes, but is not limited to, recruitment of trainers and participants, covering costs for licenses, and replicating program fidelity.
- j. The Contractor shall document, and provide to the Council upon request, evidence of partnerships created formally (through Memoranda of Agreement/Understanding) or informally through emails and phone calls. The Contractor will be required to keep track of partnerships in the Monthly Programmatic Report. Each month the Contractor shall review this information and provide updates to the Council as necessary.

6. Quarterly Volunteer Activity Report

The Contractor shall submit a quarterly report of volunteer activities and services in a format provided by the Council. The quarterly report schedule is as follows:

<u>Report Period</u>	<u>Report Due Date</u>
January 1 - March 31	April 8, 2022
April 1- June 30	July 8, 2022
July 1- September 30	October 7, 2022
October 1 - December 31	January 9, 2023

7. Program Highlight Narratives

The Contractor shall submit brief written narratives to the Council for publication in the Program Highlight sections of the DOE's Summary of Programs and Services, which is hereby incorporated by reference, to include any subsequent revisions thereof. The narratives shall reference specific events that have occurred since the last submission of Program Highlight narratives, including new success stories, quotes, testimonials, or human-interest vignettes. The narratives shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the narratives, the Contractor shall provide a brief description of their mission or role.

The active tense shall be consistently used in the narratives to identify the specific individuals or entities that performed the activities described in the narratives. The Contractor shall review and edit narratives for clarity, readability, relevance, specificity, human interest, and grammar prior to submitting them to the Council.

F. Contractor Outreach Reporting Requirement

The Contractor shall document its performance of outreach activities for the entire catchment area as specified in your Request for Proposal Bid Packet, by establishing a uniform reporting format that includes the following: number and type of provider events or activities; date and location; total number of participants at each event or activity; individual service needs identified; and referral sources or information provided. The Contractor shall provide a report on outreach activities quarterly. The quarterly report schedule is as follows:

<u>Report Period</u>	<u>Report Due Date</u>
January 1 - March 31	April 8, 2022
April 1- June 30	July 8, 2022
July 1- September 30	October 7, 2022
October 1 - December 31	January 9, 2023

G. Records and Documentation

1. The Contractor agrees to make available to Council staff and any party designated by the Council all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any system designated by the DOEA and the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards. Data must be usable and must be maintained in a format that is readable to the Council.
2. Each Contractor and subcontractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of Contractor functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. It is recommended that a copy of the backed up data be stored in a secure, offsite location.
3. **CIRTS Data and Maintenance**
The Contractor shall ensure monthly collection and maintenance of client and service information on a monthly basis from the CIRTS or any other system designated by the Council. Maintenance includes ensuring that all data is accurate and current and performing valid exports and backups of all data and systems according to Council standards.
4. **Policies and Procedures for Records and Documentation**
The Contractor shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement of its subcontractors. These policies and procedures shall be made available to the Council upon request.
5. **CIRTS Address Validation**
The Contractor shall work with the Council to ensure that client addresses are correct in CIRTS for disaster preparedness efforts. At least annually, and more frequently as needed, the Council will provide direction on how to validate CIRTS addresses to ensure they can be mapped. The Contractor

will receive a list of unmatched addresses that cannot be mapped, and the Contractor will be responsible for correcting the address and send a list to the Council with confirmed addresses. The Council will use this information to update maps, client rosters, and unmatched addresses and disseminate this information.

H. Performance Specifications

1. Outcomes and Outputs (Performance Measures)

At a minimum, the Contractor shall:

- a. Ensure the provision of the services described in this contract are in accordance with the DOE A Programs and Services Handbook, the Contractor's current Council-approved SPA, and Section II.A.
 - b. Timely and accurately submit to the Council all documentation and reports described in Attachment I, Section II.E.
 - c. Timely and accurately submit to the Council all documentation and reports described in Attachment I, Section II.G.
 - d. Develop and document strategies in the SPA to support the Council's standard of performance achievement, including increases in the following:
 - i. Percentage of most frail elders who remain at home or in the community instead of going into a nursing home;
 - ii. Percentage of APS referrals who need immediate services to prevent further harm who are served within seventy-two (72) hours;
 - iii. Average monthly savings per consumer for home and community-based care versus nursing home care for comparable client groups;
 - iv. Percentage of active clients eating two or more meals per day;
 - v. Percentage of new service recipients whose ADL assessment score has been maintained or improved;
 - vi. Percentage of new service recipients whose IADL assessment score has been maintained or improved;
 - vii. Percentage of caregivers who, after service intervention, self-report being very confident about their ability to continue to provide care; and
 - viii. Percentage of customers who are at imminent risk of nursing home placement who are served with community-based services.
2. The Contractor's performance of the measures in H.1., above, will be reviewed and documented in the Council's Annual Monitoring Reports.

3. Monitoring and Evaluation Methodology

The Council will review and evaluate the performance of the Contractor under the terms of this contract. Monitoring shall be conducted through direct contact with the Contractor via telephone, in writing, or an on-site visit. The primary, secondary, or signatory of the contract must be available for any on-site programmatic monitoring visit. The Council reserves the right to conduct an on-site visit unannounced by persons duly authorized by the Council. The Council's determination of acceptable performance shall be conclusive.

The Contractor agrees to cooperate with the Council in monitoring the progress of completion of the service tasks and deliverables. The Council may use, but is not limited to, one or more of the following methods for monitoring:

- a. Desk reviews and analytical reviews;
- b. Scheduled, unscheduled, and follow-up on-site visits;
- c. Client visits;

- d. Review of independent auditor's reports;
- e. Review of third-party documents and/or evaluation;
- f. Review of progress reports;
- g. Review of customer satisfaction surveys;
- h. Agreed-upon procedures review by an external auditor or consultant;
- i. Limited-scope reviews; and
- j. Other procedures as deemed necessary by the Council.

4. Desk reviews shall be conducted for each evidence-based program within one week of the completion of the unit. All supporting documentation (i.e., Sign in sheets, program license, trainer certificates, etc.) are required to be submitted to the Council's Program Specialist within one week following the completion of each unit.
5. The Council shall conduct at least one onsite technical assistance visit per year. During this technical assistance visit, the Contractor will arrange for observation of the delivery of service provided to seniors in the local community. The technical assistance visit will consist of training and open discussions necessary to assist with understanding and comply with the contract.

I. Contractor Responsibilities

1. Contractor Unique Activities

All tasks listed above in Section II. are solely and exclusively the responsibility of the Contractor and are tasks for which, by execution of this contract, the Contractor agrees to be held accountable.

2. Coordination with Other Providers and/or Entities

Notwithstanding that services for which the Contractor is held accountable involve coordination with other entities in performing the requirements of this contract, the failure of other providers or entities does not alleviate the Contractor from any accountability for tasks or services that the Contractor is obligated to perform pursuant to this contract.

J. Council Responsibilities

1. Council Obligations

The Council may, within its resources, provide technical support and/or assistance to the Contractor to assist the Contractor in meeting the requirements of this contract. The Council's support and assistance, or lack thereof, shall not relieve the Contractor from full performance of contract requirements.

2. Council Determinations

The Council reserves the exclusive right to make certain determinations in the tasks performed by the Contractor and the approaches used by the Contractor to perform those tasks. The absence of the Council setting forth a specific reservation of rights does not mean that all other areas of the contract are subject to mutual agreement.

III. METHOD OF PAYMENT

A. Payment Method Used

The method of payment for this Contract includes advances and a fixed rate for services. The Contractor shall ensure fixed rates for services include only those costs that are in accordance with all applicable state and federal statutes and regulations and are based on audited historical costs in instances where an independent audit is required. The Contractor shall consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment and shall submit to the Council on forms 106 and 105, Attachment VI.

B. Unit of Service

1. Fixed Fee/Unit Rate

Contractor must meet the minimum level of performance stated in the contract to receive payment. Payments for Fixed Fee/Unit Rates shall not exceed amounts established in Attachment IV, Budget Summary.

2. Cost Reimbursement

Payment shall only be authorized for allowable expenditures, per the limits specified in Attachment IV, Budget Summary. All cost reimbursement Requests for Payment must include the actual Receipts and Expenditure Reports, beginning with the first month of the contract. The Contractor must meet the minimum level of performance stated in the contract to receive payment.

The Contractor agrees to distribute funds as detailed in the Service Provider Application and the Budget Summary, Attachment IV. The Contractor may request a budget revision by submitting a written request to the Council's Program Specialist. Upon approval, the Council's Finance Director will issue a budget revision letter. Any changes in the amount of federal or general revenue funds identified on the Budget Summary form require a contract amendment.

C. Advance Payments

The Contractor may request up to two (2) months of advances at the start of the contract period to cover program administration, outreach, and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the DOEA by the State of Florida (budget release). The Contractor's requests for advance payments require the written approval of the Council's Program Specialist.

1. For the first month's advance request, the Contractor shall provide the Council's Program Specialist documentation justifying the need for an advance and describing how the funds will be distributed. If the Contractor is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Contractor within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Contractor's financial need for the second month of advances. If sufficient budget is available, and the Council's Program Specialist, in his or her sole discretion, has determined that there is a justified need for an advance, the Council will issue approved advance payments after January 1st of the contract year.
2. All advance payments retained by the Contractor must be fully expended no later than March 31, 2022. Any portion of advanced payments not expended must be recouped on the Request for Payment, report number 5, due to the Council on April 7, 2022, in accordance with the Invoice Schedule, Attachment III.
3. All advance payments made to the Contractor shall be reimbursed to the Council as follows: one-tenth (1/10) of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number one (3), in accordance with the Invoice Schedule of the advance payment received shall be reported as an advance recoupment on each Request for Payment, starting with report number 5, in accordance with the Invoice Schedule, Attachment III.
4. Contractor may temporarily place advanced funds in an FDIC insured interest-bearing account. All interest earned on advanced funds must be returned to the Council within twenty (20) days of the end of each quarter of the contract period.

D. Invoice Submittal and Requests for Payment

All requests for payment and expenditure reports submitted to support requests for payment shall be on forms 105 and 106, Attachment VI. The Contractor will consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment.

1. All payment requests for Title IIID, Evidence-Based Disease Prevention and Health Promotion services, shall be based on the submission of the Monthly Programmatic Report to the Council's Program Specialist. If the Payment and Receipts and Expenditure Report does not equal the amount of units reported on the Monthly Programmatic Report, the Request for Payment will be placed on HOLD until the reports are corrected or proper justification is provided. The Monthly Programmatic Report needs to be submitted electronically to the Council's Program Specialist or designee, prior to the Request for Payment but not later than the Request for Payment arrival.
2. The Contractor shall include with its request for payment documentation of services provided, the units of services provided, and the rates for the services provided in conformance with the requirements as described in this Attachment I and Attachment IV, Budget Summary. Each deliverable must be received and accepted by the Council before payment is made.
3. The Contractor shall maintain documentation to support payment requests that shall be available to the Council or authorized individuals upon request. Such documentation shall be provided upon request to the Council or the DOEA.
4. Any payment due by the Council under the terms of this contract may be withheld pending the receipt and approval by the Council of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Paragraph 26 of the Master Contract JM020-06-2022.

E. Documentation for Payment

The Contractor shall maintain documentation to support payment requests that shall be available to the Council or authorized individuals.

1. The Contractor will enter all required data per the CIRTS Policy Guidelines for clients and services in the CIRTS database. The data must be entered into the CIRTS before the Contractor can submit their request for payment and expenditure reports to the Council. The Contractor shall establish time frames to assure compliance with due dates for the requests for payment and expenditure reports to the Council.
2. The Contractor will run monthly CIRTS reports and verify client and service data in the CIRTS is accurate. This report must be submitted to the Council with the monthly request for payment and expenditure report and must be reviewed by the Council before the Contractor's request for payment and expenditure reports can be approved by the Council. All payment requests shall be based on the submission of actual monthly expenditure reports beginning with the first month of the contract. The schedule for submission of advance requests (when available) and invoices is Attachment III, Invoice Report Schedule, to this Contract. Payment may be authorized only for allowable expenditures, which are in accordance with the limits specified in Attachment IV, Budget Summary.
3. Any payment due by the Council under the terms of this Contract may be withheld pending the receipt and approval of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Section 26 of the Master Contract JM020-06-2022.
4. Contractor shall ensure compliance with evidence-based programs. Should the Contractor not comply with the research design of the program, reimbursement for services will be at the sole discretion of the Council.

F. Date for Final Request for Budget Revisions

Final requests for budget revision or adjustments to contract funds based on expenditures for services provided through December 31, 2022, must be submitted to the Council's Program Specialist and Finance Director, no later than December 31, 2022.

G. Date for Final Request for Payment

The final request for payment will be due to the Council no later than January 16, 2023.

H. Contractor's Financial Obligations

1. Matching, Level of Effort, and Earmarking Requirements

The Contractor's match will be made in the form of local cash and/or in-kind resources. Recipients of Older Americans Act services are required to provide at least 10% percent of the funding needed to deliver the services. The match required in this Contract between the Council and the Contractor may include funds raised by the Council to help defray the Contractor's obligation to produce this match. Such match assistance, if any, are separately identified in Section 4 of this Contract, Contract Amount. The match must be reported by title each month. At the end of the contract period, all OAA funds must be properly matched. Match for Title IIID, Evidence-Based Disease Prevention and Health Promotion services is not required, but optional at the discretion of the Council.

2. Consumer Contributions

Consumer contributions are to be used under the following terms:

- a. The Contractor assures compliance with Section 315 of the OAA, as amended in 2016, regarding consumer contributions;
- b. Voluntary contributions are not to be used for cost sharing or matching;
- c. Voluntary contributions are to be used only to expand services; and
- d. Accumulated voluntary contributions are to be used prior to requesting federal reimbursement.

3. Use of Service Dollars and Management of the Assessed Priority Consumer List

The Contractor is expected to spend all federal, state, and other funds provided by the Council for the purpose specified in the contract. The Contractor must manage the service dollars in such a manner so as to avoid having a wait list and a surplus of funds at the end of the contract period, for each program managed by the Contractor. If the Council determines that the Contractor is not spending service funds accordingly, the Council may transfer funds to other Agencies during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

4. Title III Funds

The Contractor assures compliance with Section 306 of the OAA, as amended in 2016, and will not use funds received under Title III to pay any part of a cost (including an administrative cost) incurred by the Contractor to maintain a contractual or commercial relationship that is not carried out to implement Title III.

I. Remedies for Nonconforming Services

1. The Contractor shall ensure that all goods and/or services provided under this Contract are delivered timely, completely, and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.
2. If the Contractor fails to meet the prescribed quality standards for services, such services will not be reimbursed under this Contract. In addition, any nonconforming goods (including home delivered meals) and/or services not meeting such standards will not be reimbursed under this Contract. The Contractor's signature on the request for payment form certifies maintenance of supporting

documentation and acknowledgment that the Contractor shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Council requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

J. Corrective Action Plan

1. Contractor shall ensure 100% of the deliverables identified in Section II.D. are performed pursuant to contract requirements.
2. If at any time the Contractor is notified by the Council's Program Specialist that it has failed to correctly, completely, adequately perform contract deliverables identified in this Contract, the Contractor will have ten (10) days to submit a CAP to the Council's Program Specialist that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Council's Program Specialist. The Council shall assess a financial consequence for noncompliance on the Contractor as referenced in Attachment I, Section III.K. of this Contract for each deficiency identified in the CAP, which is not corrected pursuant to the CAP. The Council will also assess a Financial Consequence for failure to timely submit a CAP.
3. If the Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Council shall deduct the percentage established in Attachment I, Section III.K. of this Contract from the payment for the invoice of the following month.
4. If the Contractor fails to timely submit a CAP the Council shall deduct the percentage established in Attachment I, Section III.K. of this Contract for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.
5. If, or to the extent, there is any conflict between Attachment I, Section III.K., and Section 39. of the Master Contract JM020-06-2022, Section III.K. shall have precedence

K. Financial Consequences

1. The Council will withhold or reduce payment if the Contractor fails to perform the deliverables to the satisfaction of the Council according to the requirements referenced in Attachment I, Section 2.1 of this Contract. The following financial consequences will be imposed if the deliverables stated do not meet in part or in whole the performance criteria as outlined in Attachment I, Section II. of this Contract.
2. Failure to comply with established assessment and prioritization criteria, as evidenced by the CIRT reports, will result in a 2% reduction of payment per business day. The reduction of payment will begin on the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council- approved CAP, referenced in Attachment I, Section III.K.
3. Failure to perform management and oversight of Program operations will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in Attachment I, Section III.K.
4. Failure to timely submit a CAP within 10 business days after notification of a deficiency by the Council Program Specialist will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council approved CAP, referenced in Attachment I, Section III.K.

5. Failure to provide services in accordance with the current DOE A Programs and Services Handbook, the service tasks described in Attachment I, Section II of this Contract, and submission of required documentation will result in a 2% reduction of payment per business day. The reduction of payment will begin on the 11th business day following the Council's notification that it has failed to correctly, completely, adequately perform contract deliverables identified in this Contract.

END OF ATTACHMENT I

ATTACHMENT II

FUNDING SUMMARY

Note: Title 2 CFR & 2 CFR Part 200, as revised, and Section 215.971, F.S. require that the information about Federal Programs and State Projects included in Attachment I of the Master Contract JM020-06-2022 be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSISTS OF THE FOLLOWING:

Program Title	Year	Funding Source	CFDA#	Fund Amounts
Title IIIB Support Services	2022	U.S. Dept. of Health and Human Services	93.044	\$169,456.71
Title IIIB Council Match	2022		N/A	\$15,464.00
Title IIIE Support Services	2022	U.S. Dept. of Health and Human Services	93.052	\$5,000.00
Title IIIE Council Match	2022		N/A	\$556.00
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				\$190,476.71

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

FEDERAL FUNDS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. OMB Circular A-133, As amended – Audits of States, Local Governments, and Non-Profit Organizations.

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

MATCHING RESOURCES FOR FEDERAL PROGRAMS

STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
TOTAL AWARD			\$

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

STATE FINANCIAL ASSISTANCE

Section 215.97, F.S., Chapter 69I-5, FL Admin Code, Reference Guide for State Expenditures, Other fiscal requirements set forth in program laws, rules and regulations.

ATTACHMENT III

OLDER AMERICANS ACT PROGRAM

INVOICE REPORT SCHEDULE

Report #	Based On	Due Date
A1	January Advance*	January 04, 2022
A2	February Advance*	January 04, 2022
1	January Expenditure Report	February 07, 2022
2	February Expenditure Report	March 07, 2022
3	March Expenditure Report	April 07, 2022
4	April Expenditure Report	May 06, 2022
5	May Expenditure Report	June 07, 2022
6	June Expenditure Report	July 08, 2022
7	July Expenditure Report	August 05, 2022
8	August Expenditure Report	September 07, 2022
9	September Expenditure Report	October 07, 2022
10	October Expenditure Report	November 07, 2022
11	November Expenditure Report	December 07, 2022
12	December Expenditure Report	January 09, 2023
13	Final Expenditure and Closeout Report	January 16, 2023

Legend: * Advance based on projected cash need.

Note # 1: Report #1 and #2 for Advances cannot be submitted to the Department of Financial Services (DFS) prior to January 4 or until this Contract with the Council has been executed and a copy sent to DFS. Actual submission of the vouchers to DFS is dependent on the accuracy of the expenditure report.

Note # 2: Report numbers 1 through 10 will reflect an adjustment of one-tenth (1/10) of the total advance amount, on each of the reports respectively, repaying advances on this Contract. The adjustment will be recorded in Part C, 1 of the report.

Note # 3: Submission of expenditure reports may or may not generate a payment request. If the final expenditure report reflects funds due back to the Council, payment is to accompany the report.

Note # 4: Reports submitted after the 10th of the month may be processed the following month.

ATTACHMENT IV
OLDER AMERICANS ACT
BUDGET SUMMARY

A detailed Budget Summary will be provided once the review of the SPA is completed.

ATTACHMENT V

STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS CIVIL RIGHTS COMPLIANCE CHECKLIST

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging	County Broward	AAA/Contractor
227 NW 2nd Street	Completed By	
Deerfield Beach, FL 33441	Date	Phone 954-480-4449

PART I. READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION, WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		
---------	---------	---------	------------	---------	----------	--	--

3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
---------	---------	---------	------------	---------	----------	------------	--

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
---------	---------	---------	------------	---------	----------	------------	-----------

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
---------	---------	---------	------------	---------	----------	------------	--

PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with the Council? If NA or NO, explain. NA YES NO
☐ ☐ ☐

7. Compare the staff composition to the population. Is the staff representative of the population? If NA or NO, explain. NA YES NO
☐ ☐ ☐

8. Compare the client composition to the population. Are race and sex characteristics representative of the Population? If NA or NO, explain. NA YES NO
☐ ☐ ☐

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion, or disability? If NA or NO, explain. NA YES NO
☐ ☐ ☐

10. Are all benefits, services, and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion, or disability? If NA or NO, explain. NA YES NO
☐ ☐ ☐

11. For in-patient services, are room assignments made without regard to race, color, national origin, or disability? If NA or NO, explain. NA YES NO
☐ ☐ ☐

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain. NA YES NO
☐ ☐ ☐
-
13. Are employees, applicants, and participants informed of their protection against discrimination?
If yes, how? Verbal ☐ Written ☐ Poster ☐ If NA or NO, explain. NA YES NO
☐ ☐ ☐
-
14. Give the number and current status of any discrimination complaints regarding services or
employment filed against the program/facility. NA NUMBER
☐ _____
-
15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals?
If NA or NO, explain. NA YES NO
☐ ☐ ☐
-

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to
make any necessary modifications? If NO, explain. YES NO
☐ ☐
-
17. Is there an established grievance procedure that incorporates due process in the resolution
of complaints? If NO, explain. YES NO
☐ ☐
-
18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES NO
☐ ☐
-
19. Do recruitment and notification materials advise applicants, employees, and participants of
nondiscrimination on the basis of disability? If NO, explain. YES NO
☐ ☐
-
20. Are auxiliary aids available to assure the accessibility of services to hearing and sight
impaired individuals? If NO, explain. YES NO
☐ ☐
-

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.

21. Do you have a written affirmative action plan? If NO, explain. YES NO
☐ ☐
-

DOEA USE		
Reviewed By _____		In Compliance: YES NO*
Program Office _____		*Notice of Corrective Action Sent ____/____/____
Date _____	Telephone _____	Response Due ____/____/____
On-Site Desk Review		Response Received ____/____/____

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city, or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race, sex, disability, and over the age of 40. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex, disability, and over the age of 40. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex, disability, and over the age of 40. Include the date that enrollment was counted.
 - a. Where there is a significant variation between the race, sex, or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons.
5. Enter the total number of advisory board members and their percent by race, sex, disability, and over the age of 40. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR Part 80. This is usually a standard part of the contract language for DOE A Recipients and their Sub-grantees. 45 CFR § 80.4(a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment. 45 CFR § 80.3(a) and 45 CFR § 80.1.
9. Participants or clients must be provided services such as medical, nursing, and dental care, laboratory services, physical and recreational therapies, counseling, and social services without regard to race, sex, color, national origin, religion, age, or disability. Courtesy titles, appointment scheduling, and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age, or disability. Entrances, waiting rooms, reception areas, restrooms, and other facilities must also be equally available to all clients. 45 CFR § 80.3(b).
10. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin, or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability. 45 CFR § 80.3(a).
11. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services. 45 CFR § 80.3(a).
12. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. 45 CFR § 80.6(d). This should include information on their right to file a complaint of discrimination with either the Department or the U.S. Department of Health and Human Services. The information may be supplied verbally or in writing to every individual or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility.

13. Report number of discrimination complaints filed against the program/facility. Indicate the basis (e.g. race, color, creed, sex, age, national origin, disability, and/or retaliation) and the issues involved (e.g. services or employment, placement, termination, etc.). Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state, or federal agency with whom the complaint has been filed. Indicate the current status of the complaint (e.g. settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.).
14. The program/facility must be physically accessible to mobility, hearing, and sight-impaired individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps, and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, and information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters, and serving lines should be observed for accessibility. Elevators should be observed for door width and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
15. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self- evaluation to identify any accessibility barriers. Self-evaluation is a four-step process:
 - a. Evaluate, with the assistance of disabled individual(s)/organization(s), current policies and practices that do not or may not comply with Section 504;
 - b. Modify policies and practices that do not meet Section 504 requirements;
 - c. Take remedial steps to eliminate the effects of any discrimination that resulted from adherence to these policies and practices; and
 - d. Maintain self-evaluation on file, including a list of the interested persons consulted, a description of areas examined, and any problems identified, and a description of any modifications made and of any remedial steps taken 45 CFR § 84.6. (This checklist may be used to satisfy this requirement if these four steps have been followed).
16. Programs or facilities that employ 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Part 84 of Title 45, CFR 45 CFR § 84.7(b).
17. Programs or facilities that employ 15 or more persons shall designate at least one person to coordinate its efforts to comply with Part 84 of Title 45, CFR. 45 CFR § 84.7(a).
18. Programs or facilities that employ 15 or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that the program/facility does not discriminate on the basis of handicap in violation of Section 504 and Part 84 of Title 45, CFR. Methods of initial and continuing notification may include the posting of notices, publication in newspapers and magazines, placement of notices in publications of the programs or facilities, and distribution of memoranda or other written communications. 45 CFR § 84.8(a).
19. Programs or facilities that employ 15 or more persons shall provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary to afford such persons an equal opportunity to benefit from the service in question. Auxiliary aids may include, but are not limited to, brailled and taped materials, interpreters, and other aids for persons with impaired hearing or vision. 45 CFR § 84.52(d).
20. Programs or facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement, and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR Part 60 and Title VI of the Civil Rights Act of 1964, as amended.

ATTACHMENT VI

CONTRACT #: PROV YYYY

RECEIPTS AND UNIT COST REPORT Program

PROVIDER NAME, ADDRESS, PHONE # and FEID# PROVIDER ADDRESS ADDRESS Tel: Fax: FEID #:	FUNDING SOURCE:	THIS REPORT PERIOD Period CONTRACT PERIOD: CONTRACT #: REPORT #1 PSA #: 10			
CERTIFICATION: I certify to the best of my knowledge and belief that the report is complete and correct and all outlays herein are for purposes set forth in the contract. Further, I certify that the attached monthly and YTD service units /undup clients' report is correct.					
Prepared By: _____ Date: _____ Approved By: _____ Date: 20____					
PART a: INCOME / RECEIPTS 1. Federal Funds 2. State Funds 3. Program Income 4. Local Cash Match 5. SUBTOTAL: CASH RECEIPTS 6. Local In-Kind match 7. TOTAL RECEIPTS	A. Approved Budget	B. Actual Receipts for third report	C. Total Receipts Year to Date		D. % of Approved Budget
	\$0.00	\$0.00	\$0.00		#DIV/0!
	\$0.00	\$0.00	\$0.00		#DIV/0!
PART b: UNIT COST REPORT (A) SERVICE (B) CONTRACT AMOUNT (C) UNITS (D) UNIT RATE (E) AMOUNT EARNED THIS PERIOD (F) AMOUNT PREVIOUSLY EARNED (G) AMOUNT EARNED YTD					
FIXED SERVICES					
SERVICE	\$0.00	0.00	\$18.00	\$0.00	\$0.00
SERVICE	\$0.00	0.00	\$22.00	\$0.00	\$0.00
SERVICE	\$0.00	0.00	\$33.00	\$0.00	\$0.00
SERVICE	\$0.00	0.00	\$44.00	\$0.00	\$0.00
SERVICE	\$0.00	0.00	\$55.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
	\$0.00		\$0.00	\$0.00	\$0.00
PART c: OTHER REVENUE / PROGRAM INCOME 1.CONTRIBUTIONS: (EXCLUDES CLIENT CO-PAY COLLECTIONS) 2.CLIENT CO-PAY ASSESSED 3.CLIENT CO-PAY COLLECTIONS 4.INTEREST (NET AMOUNT NOT RETURNED) 5.MATCH VALUATION (INCLUDES CASH & IN-KIND)					
	\$0.00				
	\$0.00				
	\$0.00				
	\$0.00				
	\$0.00				

PROV YYYY

CASH ADVANCE AND CONTRACT PAYMENT REQUEST FORM
PROGRAM

FUNDING SOURCE

PROVIDER NAME, ADDRESS, PHONE & FEID # PROV ADDRESS ADDRESS Tel: Fax: FEID #:	TYPE OF REPORT: A. PAYMENT REQUEST: Regular ☒ Supplemental ☐ B. METHOD OF PAYMENT: Advance ☐ Reimbursement ☒	THIS REQUEST PERIOD: Period CONTRACT PERIOD: CONTRACT #: REPORT #1 PSA # 10			
CERTIFICATION: I hereby certify that this request or refund conforms with the terms of the above contract.					
Prepared By: _____ Date: _____ Approved By: _____ Date: 20____					
PART A: CONTRACT FUNDS SUMMARY	SERVICE	SERVICE	SERVICE	SERVICE	TOTAL
1. Approved Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Previous Funds Requested for Contract Period	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3 Contract Funds Available	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PART B: CONTRACT FUNDS REQUESTED:					
1. Cash Advances (1st-2nd Months)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Amount Earned This Period (= to PSA #10 Form 105Z Part B, Column E)	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	\$0.00
3. Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	SVC CODE	SVC CODE	SVC CODE	SVC CODE	
PART C: NET FUNDS REQUESTED:					
1. Less Overadvance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Contract Funds Are Hereby Requested (Part B Line 3 minus Part C line 1) Not to exceed Part A Line 3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCE EARNED Advance Remaining					

PSA #10 FORM 106C, Dated July 97

BATCH #: _____

DESC: PROV PROG MM/YYYY

VENDOR ID: P-PROV

ACCOUNT #: 20.20.10.JXXXXX00.XXXX.XXX

CHECK # _____ CHECK DATE: _____

INPUT: _____ APPROVAL: _____

ATTACHMENT VII

[Enter agency Logos]
[Enter Name of Organization]
Health & Wellness Program (OA3D)
[Enter PSA Number]
Sign-in-Sheet

Date: _____ **Start Time:** _____ **End Time:** _____

Location Name (ie. Senior Center): _____

Address (include City, State, Zip Code): _____

Phone #: _____ **Funded by:** _____

Topic: _____ **# of Seniors:** _____

Name & Title of Presenter: _____

#	Printed Name	Signature
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

[Name of organization]

[Enter address]

[enter city, state, zip code]

[enter phone number and fax number]

[enter web address]

ATTACHMENT VIII



BACKGROUND SCREENING Affidavit of Compliance - Employer

AUTHORITY: This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- The term "employer" means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging/Aging (and Disability) Resource Centers, Lead Agencies, and Service Providers that contract directly or indirectly with the Department of Elder Affairs (DOEA), and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.
- A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities; and volunteers." § 430.0402(1)(b), Fla. Stat.

ATTESTATION:

As the duly authorized representative of _____
Employer Name

located at _____
Street Address *City* *State* *ZIP code*

I, _____ do hereby affirm under penalty of perjury
Name of Representative

that the above named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

Signature of Representative

Date

STATE OF FLORIDA, COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by

(Name of Representative) who is personally known
to me or produced _____ as proof of identification.

Print, Type, or Stamp Commissioned Name of Notary Public

Notary Public

DOEA Form 235, Affidavit of Compliance - Employer, Effective September 21, 2017
Form available at: <http://elderaffairs.state.fl.us/online/backgroundscreening.cfm>

Section 435.05(3), F.S.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1214

Agenda Date: 5/3/2022

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 Affiliation Agreement with Keiser University for a field placement setting for occupational therapy assistant students; authorizing the City Manager to execute the Agreement; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach has partnered with Keiser University for over 20 years to serve as a field placement setting for Occupational Therapy Assistant students to be mentored and trained in working with the geriatric population and with individuals with cognitive and functional limitations. The participants also benefit from the students' provision of techniques for them, whereas they are able to perform their activities and independent activities of daily living.

Current Activity

Each semester, two to four students are assigned each week to learn in a clinical setting how to interact with the geriatric population and help them remain independent and engaged in everyday activities.

Recommendation

The Department of Community Services recommends approval of the agreement with Keiser University, as a community partner, to serve as a positive learning experience for both the students and the seniors.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AFFILIATION AGREEMENT WITH KEISER UNIVERSITY FOR A FIELD PLACEMENT SETTING FOR OCCUPATIONAL THERAPY ASSISTANT STUDENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City has partnered with Keiser University for over 20 years to serve as a field placement setting for occupational therapy assistant students to be mentored and trained in working with the geriatric population and with individuals with cognitive and functional limitations (the “Partnership”); and

WHEREAS, each semester, two to four students each week are assigned to learn in a clinical setting how to interact with the geriatric population and help them to remain independent and engaged in activities of daily living; and

WHEREAS, the City and Keiser University wish to enter into an affiliation agreement, attached as Exhibit “A” (the “Agreement”), to continue this partnership for a two-year term, with two, two-year renewal terms; and

WHEREAS, the City Commission finds it to be in the best interest of the City to approve the Agreement with Keiser University, attached as Exhibit “A,” to continue the Partnership.

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 Keiser University, attached as Exhibit “A,” to continue the Partnership for a two-year term, with two, two-year renewal terms.

Section 3. The City Manager is authorized to execute the Agreement with Keiser University, 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.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

EXHIBIT A

Keiser University **AFFILIATION AGREEMENT**

THIS AGREEMENT, entered into this _____ day of _____, 2022 by and between Keiser University – FLL Campus (herein after referred to as the “SCHOOL”) and the City of Deerfield Beach, a Florida municipality (the “CITY”).

WITNESSETH

WHEREAS, the School provides courses of study in occupational therapy assistant; and

WHEREAS, as part of its course study, the **SCHOOL** desires to provide the students with onsite experience in working with the geriatric population (the “Clinical Practice”); and

WHEREAS, the **CITY** is willing to provide the necessary facilities for said Clinical Practice;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree to the following terms and conditions:

1. The **SCHOOL** agrees to assume final responsibility for the educational experience, and grades of the students.
2. The **SCHOOL** will plan with the appropriate **CITY** staff personnel for the use of **MEDICAL CENTER** facilities.
3. A **SCHOOL** member will be designated as being responsible for the coordination and implementation of the program of learning.
4. The **SCHOOL** for its part agrees to maintain for its faculty and students a policy of professional liability insurance, with a single limit of no less than \$1,000,000. A Certificate of Insurance confirming this professional liability coverage will be supplied to the **CITY** upon execution of this Agreement and thereafter periodically upon the **CITY** request.
5. Students will provide proof of their own health insurance upon being assigned to the **CITY**.
6. The **SCHOOL** reserves the right to refuse or discontinue the placement of students if the **CITY** does not meet the professional educational requirements and standards of the **SCHOOL**.
7. The **SCHOOL** will recommend for placement at the **CITY** only those students who have earned a satisfactory record and have met the minimum requirements established by the **SCHOOL**.

8. The SCHOOL will provide the CITY with copies of current course outlines, course objectives, and curriculum philosophy, and a list of faculty and their qualifications when requested.
9. The CITY shall not be responsible for any compensation for services or expenses for medical, meals, travel or other incidental expenses incurred by SCHOOL students or faculty participating in the Program, nor shall the SCHOOL become obligated to the CITY or any member of its staff for any expenses or payment.
10. The SCHOOL'S students and faculty shall, at all times, be subject to and comply with all rules, regulations, procedures, policies and safety protocols of the CITY; and in accordance with federal and state regulations. All students shall respect the confidential nature of all information available to them with respect to CITY patients and records.
11. The SCHOOL'S students and faculty participating in the Program at the CITY shall, in no event, become nor be deemed to be employees, servants, or agents of the CITY, nor shall any person on the staff or administration of the CITY become nor be deemed to be an employee, servant or agent of the SCHOOL. The CITY is responsible for all health support services, such as vital signs, medication education, medication distribution, disease management, health & wellness, emergency services, as needed, assistance with activities of daily living, and instrumental activities of daily living, rendered in its facility.
12. The SCHOOL and its students shall comply fully with the CITY with respect to physical examinations, vaccinations, and availability of health records of the SCHOOL'S students participating in the Program.
13. Orientation to the CITY will be provided for the faculty and students prior to the commencement of the student's experience. Both parties to this Agreement shall agree upon orientation.
14. The CITY reserves the right to refuse or discontinue the availability of its facilities and services to any student who does not continuously meet professional or other requirements, qualifications and standards of the CITY as determined by CITY.
15. The CITY staff will participate in the supervision and teaching of students enrolled in the Program.
16. The CITY will provide emergency treatment to the students or faculty in the same manner and to the same extent as the CITY provides for its employees. Students and faculty members assume personal and financial responsibility for medical care and hospitalization.
17. The SCHOOL and CITY agree that the determination of the number students to be assigned to the CITY will be a mutual decision based on variety of factors, including, but not limited to, staff, space availability and number's student enrolled in the curriculum.
18. The SCHOOL and CITY agree that this Agreement does not limit CITY to accept only students from the SCHOOL nor does the SCHOOL have to place its students only at the CITY.
19. There shall be planning meetings of the SCHOOL faculty and CITY prior to placement of students in the CITY.

20. The CITY and SCHOOL shall acquaint the students and faculty with policies, standards, rules and regulations of the CITY. The MEDICAL CENTER will also acquaint the students with appropriate preventative measures to reduce the spread of any airborne viruses, as per facility safety protocols. The SCHOOL will not be held liable for the risks that students may become exposed to or infected by an airborne virus during their clinical experience. In the event of inappropriate actions by the students, the CITY staff will notify the faculty in order that appropriate action may be taken by the SCHOOL.
21. The term of this Agreement shall remain in effect for a term of two years from the date of execution and may be renewed for two two-year terms upon mutual agreement of the Parties. Either Party may terminate this Agreement upon ninety (90) days written notice to the other party. Notice under this paragraph shall be in writing and sent to the other party by registered mail.
22. SCHOOL shall indemnify, defend and hold CITY, employees and agents harmless against any claim, including costs and reasonable attorney's fees, in which the CITY is named as a result of the negligent or intentional acts or failure to act by SCHOOL, its Program participants, its officers, directors, employees or agents (including subcontractors if applicable), while performing its obligations pursuant to this Agreement. Nothing herein is intended to alter or waive the CITY'S entitlement to sovereign immunity, or to extend CITY's liability beyond the limits established in Section 768.28, Fla. Stat.
23. This Agreement may not be modified or amended except in writing. This Agreement shall supersede and take the place of the agreement executed by the Parties on June 18, 2013 (the "2013 Agreement"). Upon execution of this Agreement, the 2013 Agreement shall be deemed terminated.
24. This Agreement shall be governed by the laws of the State of Florida.
25. Whenever any notice, demand or consent is required or permitted under this Agreement, such notice, demand or consent shall be given in writing and be delivered in person or mailed to the following address:

CITY:

David Santucci
City Manager
City of Deerfield Beach
150 NE 2nd Ave
Deerfield Beach, FL 33441

SCHOOL:

Ryan Sagers
Campus President
Keiser University FLL Campus
1500 N.W. 49th St.
Ft. Lauderdale, Fl. 33309

26. **Public Records Law:** SCHOOL shall comply with public records laws, as set forth in Chapter 119, Florida Statutes, and shall:
 - a. Keep and maintain public records required by CITY to perform the services required under this Agreement.
 - b. Upon request from CITY's custodian of public records, SCHOOL shall provide CITY with a copy of any requested public records or to allow the requested public records to

- be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. SCHOOL shall 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 Agreement term and following completion of the Agreement if Agency does not transfer the public records to CITY.
 - d. Upon completion of the Agreement, SCHOOL shall transfer, at no cost to CITY, all public records in possession of Agency or keep and maintain public records required by SCHOOL to perform the services required under the Agreement.
 - e. If SCHOOL transfers all public records to CITY upon completion of the Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
 - f. If SCHOOL keeps and maintains public records upon completion of the Agreement, CITY shall meet all applicable requirements for retaining public records.
 - g. All records stored electronically must be provided to CITY, upon request from CITY's custodian of public records, in a format that is compatible with CITY's information technology systems.

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

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

27. Background Checks. SCHOOL shall comply with the CITY's criminal background check requirements set forth in Section 38-140 of the City Code, as such policy may be amended from time to time.

28. Scrutinized Companies.

- a. SCHOOL certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if SCHOOL or its subcontractors are found to have submitted a false certification; or if SCHOOL, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. SCHOOL agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

29. E-Verify. SCHOOL shall comply with Section 448.095, Fla. Stat., “Employment Eligibility,” including the registration and use of the E-Verify system to verify the work authorization status of SCHOOL’ employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by SCHOOL, SCHOOL may not be awarded a public contract for a period of 1 year after the date of termination.

IN WITNESS WHEREOF, CITY and SCHOOL have duly executed this Agreement

on the date first written above:

City of Deerfield Beach

Keiser University FLL Campus

By: _____
Date

David Santucci,
City Manager

By: _____
Date

Ryan Sagers
Keiser University - FLL Campus



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1206

Agenda Date: 5/3/2022

Status: ADDENDUM

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the purchase of a modular building and related improvements for Fire Station 111 from Advanced Modular Structures, Inc. in an amount not to exceed \$234,161.00; authorizing execution of a Purchase Agreement; providing for implementation and an effective date. (Funds from Account #399-5060-519-62-00 - Buildings)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$111,396 (amount above existing PO amount)

Account Name: BUILDINGS

Account Number: 399-5060-519-62-00

Background/History

Due to the age and condition of the Fire Station 111 trailer, in FY20, Environmental Services (ES) staff evaluated options, considered the maintenance costs, and suggested the replacement of the trailer.

The City previously authorized PO210249 in the amount of \$122,765 to Advanced Modular Structures, Inc. (AMS) to plan, permit, demolish, and construct the replacement trailer for Fire Station 111 using an existing Miami-Dade Contract RTQ 00933. The complete scope includes utility installation design and installation of waste manifold with sanitary hookups, water hookups, modified existing electrical service, standalone fire alarm control panel, new handicap ramp, and steps. The new modular building comes with a 12-month manufacturer's warranty.

The City was responsible for site plan, survey, and any other plans not in AMS's scope of work for permitting. Therefore, ES hired Kenneth R. Carlson Architect, CCNA consultant, for the amount not-to-exceed \$12,000.00, to perform certain professional services for the City to design and develop construction and permitting documents for proposed modular buildings.

The City requested a direct purchase option versus a lease to own option from AMS to reduce costs related to interest for financing the purchase. A reservation will be placed on the City Manager's Contingency for the difference of \$111,396 due to the change from lease-purchase to direct purchase of the trailer.

Current Activity

The City received and negotiated a Purchase Agreement from AMS for a modular trailer. The outright building purchase is \$142,385. With the added appurtenances, appliances, mechanical hook-up, electrical services, and fire sprinklers, the total compensation to AMS for the purchase of the Fire Station Trailer and related improvements is \$234,161. Applying the existing Purchase Order of \$122,765 leaves a balance to fund the total contract of \$111,396.

Recommendation

It is recommended that the City Commission approve the purchase of the modular building and related improvements for Fire Station 111 from AMS in a total amount not to exceed \$234,161, and authorize execution of a Purchase Agreement with AMS for the purchase.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE PURCHASE OF A MODULAR BUILDING AND RELATED IMPROVEMENTS FOR FIRE STATION 111 FROM ADVANCED MODULAR STRUCTURES, INC. IN AN AMOUNT NOT TO EXCEED \$234,161.00; AUTHORIZING EXECUTION OF A PURCHASE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) is authorized by the laws of the State of Florida to purchase and acquire certain equipment and other property for the benefit of the City and its residents and to enter into related contracts; and

WHEREAS, due to the age and condition of the Fire Station 111 trailer, in Fiscal Year 2020, staff evaluated the City’s options, considered the maintenance costs, and suggested the replacement of the trailer; and

WHEREAS, the City authorized PO210249 to Advanced Modular Structures, Inc. (“AMS”) in the amount of \$122,765.00 to plan, permit, demolish, and construct the replacement modular building for Fire Station 111 (“Fire Station Trailer”) using an existing Miami-Dade Contract RTQ 00933; and

WHEREAS, with the added appurtenances, appliances, mechanical hook-up, electrical services, and fire sprinklers, the total compensation to AMS for the purchase of the Fire Station Trailer and related improvements is \$234,161.00 (the “Purchase”); and

WHEREAS, the City desires to enter into an agreement with AMS for Purchase in a total Purchase amount not to exceed \$234,161.00 (the “Purchase Agreement”); and

WHEREAS, the City Commission believes that it is in the best interest of the City to approve the Purchase and authorize execution of the Purchase Agreement with AMS.

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 Purchase of the Fire Station Trailer and related improvements from AMS in an amount not to exceed \$234,161.00.

Section 3. The City Manager is hereby authorized to execute a Purchase Agreement with AMS, attached as Exhibit “A,” in an amount not to exceed \$234,161.00, upon such terms and conditions 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, including making the necessary Fiscal Year 2022 budget adjustments and appropriations to fund the Purchase.

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

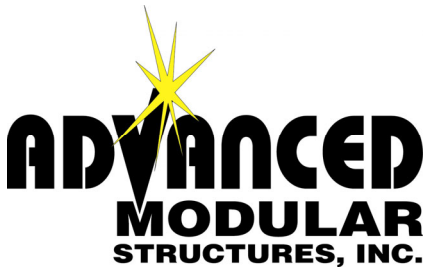
PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



1911 N.W. 15th Street
Pompano Beach, FL 33069
CGC057488

Phone: 954-960-1550
Fax: 954-960-0747
ECA001954

April 15, 2021 – Ramp/Step Pricing Updated 11-5-21 – Utility Connections added 12-7-21 – Revised to Outright Purchase 4-25-22

To: City of Deerfield
Attn: Hamid Nikvan

Advanced Modular Structures, Inc. proposes to construct and provide a **NEW** DCA approved modular building to be used as a temporary fire rescue station in Broward County. Quotation based on Miami-Dade Contract RTQ. 00933.

Building Code: FBC 2017, Wind Load 175 MPH (Broward County), R-3 use.

Building Size: (1) 24'x 60' Nominal Size

Frame

Outrigger Frame design

Floor

Floor Design: Transverse

Joist 2"x 8"

Joist Spacing: 16" O.C.

Floor Decking: 3/4" Plywood Tongue & Groove

Floor Covering: Vinyl Composite Tile

Floor Bottom: .040 Bottom Board

Walls

Wall Height: 8'

Studs: 2"x 4"

Stud Spacing: 16" O.C.

Wall Top Plate: Double

Wall Bottom Plate: Single

Wall Covering: Vinyl Covered Gypsum

Doors: 36"x 80" Prehung Hollow Core Imperial Oak Interior Doors with Steel Frame

Molding Package: Standard Prefinished

4" Vinyl Cove Base

Roof

Sheathing: Per Code

Covering: EPDM

Ceiling: Prefinished gypsum finished @ 8'

Vents: Gable

Plumbing

See floor plan for bathroom fixture count.

[1] - Water Supply connection for Refrigerator

Visit us at www.advancedmodular.com

- [1] - Water Supply connection for Washer
- [1] - Water Supply connection for Ice Maker (customer supplied)
- [1] - Sprinkler System per NFPA 13R
- [1] - Water Supply for Dishwasher

Electrical

- Single Phase Electrical Panels
- 240 Diffused Fluorescent Lights
- 120 Volt, 15 Amp Receptacles, 16" AFF
- Interior GFI Receptacles per code
- Lighted Exit Sign/Emergency Light w/Battery Back up as required
- [1] - 50 Amp Outlet for Range
- [3] - Outlet for Refrigerator
- [1] - Outlet for Washer
- [1] - Outlet for Dryer
- [1] - Dryer Vent
- [1] - Residential Range Hood with Guardian Suppression System

HVAC

- Wall Hung Air Conditioners with 10KW Heat Strips
- Ceiling Supply
- Standard and Plenum Return

Exterior

- Exterior Sheathing per code
- Hardi Panel Exterior Siding
- Hardi Panel Exterior Trim
- Hardi False Mansard with 1 1/2" Projection
- [2] - 36"x 80" Steel Exterior Doors w/4"x 24" View Block with Levered Locks
- 36" x 62" Vertical Slide Egress Windows

Insulation

- Per Code

Cabinets

- Approx. 14 L.F. of Residential Base
- Approx. 20 L.F. of Overhead Cabinets
- [1] - Stainless Steel Double Sink with Gooseneck Faucet

1) Building Outright Purchase:	\$142,385.00
Delivery/Installation:	Included
2) (1) 36' straight handicap ramp	\$ 15,900.00
3) (2) 35" high step with 5'x5' landing	\$ 9,596.00
@ \$ 4,798.00 each	
4) Appliance Package to include residential refrigerator	\$ 6,650.00
with water/icemaker, residential stove, dishwasher,	

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microwave and washer/dryer.

- | | |
|---|--------------|
| 5) Removal of existing 24'x 60' modular
Price assumes running gear is in place and in good
condition. | \$ 7,669.00 |
| 6) Estimated permit fees based on 50% per state law
cited in email. Fee based on job costs above
\$3856.00 @ 50% plus mandatory regulatory fees
\$106.00 & \$42.00, CO fee \$125.00: | \$ 2,201.00 |
| 7) Other as described below: | \$ 49,760.00 |
- a) AMS will design and install a waste manifold from building stub-outs to a single point connection. From the single point connection, AMS will provide sanitary hookups to existing as shown on sheets P0.1 & P1.2 signed and sealed by KAMM engineering dated 11/8/2021
- b) AMS will provide water hookups to existing as shown on sheets P0.1 & P1.2 signed and sealed by KAMM engineering dated 11/8/2021.
- c) AMS will modify/change existing electrical service per the electrical service design shown on E0.1, E1.2 & E5.1 signed and sealed by KAMM Engineering 11/1/2021. AMS will provide asphalt patching as required for this work.
- d) AMS will provide a fire alarm that consists of a standalone fire alarm control panel, smoke detectors and audio/visual devices placed where required by code. Fire alarm design will be based on the Florida State Approved modular building plan and layout. It is assumed that the monitoring fees will be paid by the City of Deerfield Beach and that the City will coordinate phone line (s) required for monitoring.
- e) AMS provide the sprinkler riser to connect the NFPA 13R Sprinkler system to the existing fire connection point within 10' of the modular building. Sprinkler design will be based on the Florida State Approved modular building plan and layout.

Total Contract Amount: \$234,161.00

Notes:

- Advanced Modular is not responsible for unforeseen conditions such as muck or debris buried underground.
- Tree Removal or trimming is not included.
- Damage or replacement of existing irrigation is not included.
- Repair of existing property unless damaged by ourselves or our sub-contractors.
- Damage to utilities not located by call sunshine (existing utilities not located will be repaired @ a cost plus 15% basis)
- Densities, Layout, Bonds, or As- built
- No dewatering if required for new utility lines
- Utility company fees

Visit us at www.advancedmodular.com

- Engineering for items not in our scope of work is not included.
- Any item not specifically listed in this proposal is not included.

Clarifications:

- Building is new and comes with a 12 mo. manufacturer's warranty.
- Permit fees to be reimbursed at cost. Impact fees are not included, if applicable.
- Customer responsible for site plan, survey and any other plans not in AMS's scope of work for permitting.
- Prices quoted are valid for 30 days.
- Please allow 6-8 weeks for delivery after receipt of signed shop drawing.
- Sealed building drawings, foundation plans and any other drawings required for permitting that is in AMS's scope of work, will be provided for permitting at no additional cost. Shop drawings for customer review will be delivered within 48 hours signed contract. State approved modular building plans will be delivered approximately two weeks after receipt of customer approved shop drawings.
- Building permits, impact fees and any other governmental charges are not included.
- Sales tax is not included in price and will be added to invoice, if exemption is not provided.
- Wind load: Broward County
- Due to the short time required to assemble this building, Builder's Risk insurance is not included. The owner should contact his agent and arrange coverage upon delivery. Buildings are typically tied down within four days of arriving on site.
- Advanced Modular is not responsible for unforeseen conditions such as muck or debris buried underground.
- Any item not specifically listed in this proposal is not included.

Below is a partial list of items excluded from this quotation.

Permit fees or government fees of any kind.

Landscaping, sod and irrigation of entire property-only impacted area will be landscaped

Soil borings and reports

Telephone work of any kind

Termite treatment, if required

Furniture or fixtures, unless specifically listed in quote

Fire extinguisher

Poured concrete foundation

AC balancing

Fire sprinkler system

Security or security fence

Renderings or elevations

Chalk Board, tack boards...

Additional county requirements (fire hydrant, water main...)



City of Deerfield Beach

Purchasing and Contract Administration Division
401 S.W. 4th Street
Deerfield Beach, Florida 33441
(954) 480-4380 * Fax: (954) 480-4388

Purchase Order No.**PO210249**

**PO NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, LABELS, BILLS OF LADING, AND
CORRESPONDENCE FOR PAYMENT TO BE
PROCESSED**

Vendor: ADVANCED MODULAR STRUCTURES INC - V00027382
1911 NW 15TH STREET

POMPANO BEACH, FL 33069

Ship To: CONSTRUCTION/FACILITIES
CONSTRUCTION/FACILITIES
200 GOOLSBY BLVD
DEERFIELD BEACH, FL 33442

Bill To: CITY OF DEERFIELD BEACH
150 NE 2ND AVE
ATTN: ACCOUNTS PAYABLE
DEERFIELD BEACH, FL 33441

PR No	PR210347	Status	PO	Requested By: Melissa Namor	Terms: N30	Date Issued:	12/15/21
				Buyer: JEREMIN WOLRDS	Date Required:		
#	Quantity	Unit	Description	Account Number:	Unit Price	Tax/Other	Extended Amt
0001	1.00	LOT	Fire Station 111- Trailer (Lease to Own)	0015060-5193602 (100%)	\$0.00	0.00	\$0.00
0002	1.00	EA	Permit Fees	0015060-5193602 (100%)	\$2,201.00	0.00	\$2,201.00
0003	1.00	EA	Teardown and Relocate existing unit	0015060-5193602 (100%)	\$7,669.00	0.00	\$7,669.00
0004	1.00	EA	Appliance Package to include residential refrigerator with water/icemaker, residential stove, dishwasher,microwave and washer/dryer.	0015060-5193602 (100%)	\$6,650.00	0.00	\$6,650.00
0005	5.00	EA	Lease Trailer- (Option 2) (Months 1-12) \$3,477 per month	0015060-5193602 (100%)	\$3,477.00	0.00	\$17,385.00
0006	1.00	EA	Delivery/Installation for Operating or Finance Lease: one-time fee	0015060-5193602 (100%)	\$6,650.00	0.00	\$6,650.00
0007	0.00	LOT	Fire Station 111- Trailer (Lease to Own)	3995060-5196530 (100%)	\$0.00	0.00	\$0.00
0008	1.00	EA	Permit Fees	0015060-5193602 (100%)	(\$2,201.00)	0.00	(\$2,201.00)
0009	1.00	EA	Teardown and Relocate existing unit	0015060-5193602 (100%)	(\$7,669.00)	0.00	(\$7,669.00)
0010	1.00	EA	Appliance Package to include residential refrigerator with water/icemaker, residential stove, dishwasher,microwave and washer/dryer.	0015060-5193602 (100%)	(\$6,650.00)	0.00	(\$6,650.00)
0011	5.00	EA	Lease Trailer- (Option 2) (Months 1-12) \$3,477 per month	0015060-5193602 (100%)	(\$3,477.00)	0.00	(\$17,385.00)
0012	1.00	EA	Delivery/Installation for Operating or Finance Lease: one-time fee	0015060-5193602 (100%)	(\$6,650.00)	0.00	(\$6,650.00)
0013	1.00	EA	Permit Fees	3995060-5196530 (100%)	\$2,201.00	0.00	\$2,201.00
0014	1.00	EA	Teardown and Relocate existing unit	3995060-5196530 (100%)	\$7,669.00	0.00	\$7,669.00
0015	1.00	EA	Appliance Package to include residential refrigerator with water/icemaker, residential stove, dishwasher,microwave and	3995060-5196530 (100%)	\$6,650.00	0.00	\$6,650.00
0016	5.00	EA	Lease Trailer- (Option 2) May-September 2021 (5 months	3995060-5196530 (100%)	\$3,477.00	0.00	\$17,385.00
0017	1.00	EA	Delivery/Installation for Operating or Finance Lease: one-time fee	3995060-5196530 (100%)	\$6,650.00	0.00	\$6,650.00
0018	1.00	EA	36' Straight Handicap Ramp	0015060-5193602 (100%)	\$15,900.00	0.00	\$15,900.00
0019	2.00	EA	35" High Step with 5' x 5' Landing	0015060-5193602 (100%)	\$4,798.00	0.00	\$9,596.00
0020	1.00	EA	Utilities installation Design and Install Waste Manifold w/ Sanitary Hookups, Water Hookups, Modify/Change Existing Electrical Service Standalone Fire Alarm Control Panel,	0015060-5193602 (100%)	\$49,760.00	0.00	\$49,760.00
0021	2.00	EA	Lease Trailer- (Option 2) (Months 1-12) \$3,477 per month (2 months X \$3,477)	0015060-5193602 (100%)	\$3,477.00	0.00	\$6,954.00

PO TOTAL:**\$122,765.00**

Change Order 1- Reduced PO by\$40,555 for
account number change.

Change Order 2- Increased account by
\$40,555 for New account number
Change Order 3- Increased amount by \$82,210
for additional costs

Authorized Signature:

A handwritten signature in black ink, appearing to read "David Santucci", with a long horizontal flourish extending to the right.

David Santucci

The City of Deerfield Beach abides by the Local Government Prompt Payment Act, Florida Statute 218.70 through 218.80.

CONDITIONS OF PURCHASE

1. **ACCEPTANCE:** This order is for the purchase of goods (herein referred to as “the Articles” and/or services described on the front side herein. The Buyer’s offer to and the Seller’s Acknowledgement to the Buyer shall constitute Seller’s acceptance of such order including all of the terms and conditions herein set out. In the absence of such acknowledgement, commencement of delivery of the Articles and/or services and acceptance of such deliveries to Buyer shall constitute a firm contract on the terms and conditions hereof. This order is subject to the following terms and conditions and no others unless there is a signed agreement between the parties providing otherwise.
2. **WARRANTY PRODUCT:** (a) The Seller expressly warrants that the Articles shall be merchantable within the meaning of Articles 2-314 (2) of the Uniform Commercial Code as provided by Florida Law and in effect on the date of this order. In addition to all warranties which may be prescribed by law, the Articles shall conform to specifications, drawing, and description and shall be free from defects in materials and workmanship. Seller also warrants that to the extent, the Articles are not manufactured pursuant to detailed designs furnished by Buyer, that they will be free from defects in design. Such warranties including warranties prescribed by law shall run to Buyer, its successor, assigns and customers, and to users of the Articles for a period of one (1) year after delivery unless otherwise stated.
(b) In addition to the warranties and conditions listed above, all orders by Buyer for Electrical equipment are subject to the following conditions to which Seller hereby warrants and agrees:
(1) Such equipment shall be UL listed as suitable for use in a Commercial application.
(2) Such equipment shall be provided with three prong, heavy duty power cords.
(3) Suitable operator or user manuals are to accompany all units when delivered. Said manuals shall include:
(A) Illustrations which show locations of controls.
(B) Explanations of the function of each control.
(C) Step-by-Step procedure for proper use of appliance.
(D) Safety precautions (or considerations) in application and in servicing.
(4) Seller shall provide operator training and instructions by demonstration on the equipment supplied.
(5) Seller shall provide preventative maintenance and repair instruction to City employees.
(6) Seller shall provide repair parts, lists, ordering instructions and information as to sources of supply for such repair parts.
(7) All equipment nameplates, warning signs, condensers, operating instructions, labels, etc. are to be legible and remain so for the expected life of the equipment under normal expected use. Labeling shall be clear and concise and free of misinterpretation.
3. **INDEMNITY AND INSURANCE:** (a) Seller shall defend, indemnify and hold Buyer, its employees, its customers and users of the purchased Articles, harmless from any property damage, personal injuries, or death arising out of Seller’s (or its subcontractors) work or performance hereunder and shall procure and maintain liability insurance with contractual liability coverage with minimum limits of \$100,000/\$300,000/\$500,000 to be effective during period of warranty with such higher limits as Buyer shall reasonably request of Seller. Seller shall on or before delivery of the Articles purchased hereunder furnish to Buyer a Certificate of Insurance evidencing and foregoing coverages and limits (b) Seller shall defend, indemnify and hold Buyer harmless from the assessments by any third party of any liquidated damages or proven actual damages arising out of the failure of Seller to timely deliver the Articles purchased hereunder. (c) Seller shall defend, indemnify and hold harmless Buyer, its officers, directors, agents, and employees from and against any and all damages, charges, losses (including the cost of any Articles lost by libel, condemnation, or voluntary recall) actions and proceedings brought by the United States of America, or any State government or any agency or instrumentality thereof against Buyer, its officers, directors, agents, and/or employees or assigns on such Articles by reason of any claim or findings by and said public authority that any such Articles are not as herein guaranteed. Nothing herein shall waive Buyer’s sovereign immunity.
4. **TERMINATION:** (a) Buyer may terminate this order, in whole or in part without liability to Buyer, if deliveries are not made at the time and in the quantities specified or in the event of a breach or failure of any of the other terms or conditions hereof:
(b) Buyer may terminate this order, in whole or in part, at any time for its convenience, by notice to Seller in writing. On receipt by Seller of such notice, Seller shall, and to the extent specified therein, stop work hereunder and stop the placement of subcontractors, terminate work under subcontractors, outstanding hereunder, and take any necessary action to protect property in Seller’s possession in which Buyer has or may acquire an interest. Any termination claim must be submitted to Buyer within sixty (60) days after the effective date of the termination.
(c) Any termination by Buyer, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of Buyer against Seller.
(d) Buyer shall have the right to audit all elements of any termination claim and Seller shall make available to Buyer on request, all books, records, and papers relating thereto.
5. **COMPLIANCE WITH LAWS:** Seller guarantees to Buyer that the Articles comply with all federal, state, and local laws, and all rules, regulations, declarations, interpretations, and orders issued thereunder.
6. **CONTROLLING LAW:** This order and the performance of the parties hereunder shall be controlled and governed by the law of the State of Florida.
7. **GENERAL:** All warranties shall be construed as conditions as well as warranties. No waiver of a breach or any provision of this order shall constitute a waiver of any other breach or provision. No modification or change in, or departure from, or waiver of the provisions of this order shall be valid or binding unless approved by the Buyer in writing. This order shall constitute the entire agreement between the parties.
8. The Seller expressly agreed that any terms, or conditions contained on any form or agreement other than this agreement, which are not in full accord with the above stated agreement and its terms shall be null and void.
9. **ALLOCATION OF RISK:** This risk for any damage to or destruction of the goods shall be borne by the Seller at all times until delivery to the control of the Buyer, which shall be the point at which the Buyer actually receives the goods for use and has accepted much.
10. **COURSE OF PERFORMANCE:** The fact that a party may accept or acquiesce in a course of performance under this agreement does not affect the meaning of this agreement even though the accepting/acquiescing party knows of the nature of the performance and has an opportunity to object to it (with respect to this course of performance provision, any time an individual attempts to perform under the contract in a matter which is not in accord with the terms of the contract, the City must promptly object to the manner of performance.)
11. **PAST PRACTICES:** The previous customs and practices of the parties hereto shall not be deemed a waiver or modification of the terms hereof.
12. **REPAIRS - NON ACCEPTANCE:** If any of the goods are delivered in a defective or non-working condition, efforts of the Buyer to correct such defect shall not constitute an acceptance where commercially reasonable in extent and cost, so that the Buyer may still reject the goods where the attempt to repair has proved unsuccessful.
13. **PLACE OF DELIVERY:** All items shall be delivered FOB destination to the City of Deerfield Beach, at address stated on the front page.
14. **INSPECTION OF GOODS:** The Buyer shall have the right to inspect all goods before accepting delivery or making payment therefore. If rejected, the goods will be returned at Seller’s risk and all handling and transportation expenses, both ways, will be borne by and assumed by Seller. When material has been rejected by Buyer and returned for replacement, it is essential that Seller receive new shipping instructions from Buyer before making the replacement. Inspection and approval for acceptance shall be made by the appropriate user department. The expense of Inspection shall be borne by the Buyer except as to goods which are properly rejected as non-conforming. Inspection shall be made within fourteen (14) calendar days of the delivery of goods.
15. **NOTICE OF DEFECTS:** It is expressly agreed that all claims for alleged damages or defective goods, shortage, or other cause shall be deemed waived unless made in writing and sent by Buyer within twenty (20) calendar days after Buyer learns of the alleged defect, damage, shortage or other cause giving rise to the claim; provided however, that any defects incapable of discovery shall not be deemed waived by the provisions herein, and provided further that, this provision shall not be deemed a waiver of any warranties set forth herein or in any modification to this agreement.
16. **FITNESS FOR PARTICULAR PURPOSE:** Buyer makes no warranties except set forth herein, provided however, that notwithstanding any other provision to the contrary herein, Buyer may have sought the expertise of Seller with respect to the fitness of a particular purpose of the subject goods, and in purchasing said goods, may have relied upon the representations of Seller as an expert with respect to the use of such goods. In that event, Seller hereby agrees that any document exhibiting a request by Buyer for goods for a particular purpose, a reliance by Buyer upon the expertise of Seller with respect to the use of the goods, or any other similar such request or reliance shall constitute a modification to the terms of this agreement which shall effect a warranty of fitness for a particular purpose.
17. **CONSEQUENTIAL DAMAGE:** Seller acknowledges that Buyer has informed him/her that the goods are to be used by Buyer and that failure of Seller to fulfill the terms of this contract may result in consequential damages to Buyer because of the intended use to be made of the goods to the Buyer.
18. The City of Deerfield Beach is exempt from FEDERAL EXCISE TAXES: Where tax applies, invoice must show gross, price, amount of tax, net price. Exemption certificate will be signed upon request.
19. **PUBLIC RECORDS:** Information and materials received by the City in connection with an Offeror’s response shall be deemed to be public records subject to public inspection, unless there is an applicable exemption to the public records law provided for in Section 119.07, F.S. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK’S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).
20. **SCRUTINIZED COMPANIES:** Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are in compliance with all applicable provisions of 287.135. Pursuant to Section 287.135, F.S. and the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. Additionally, the City may immediately terminate this Agreement pursuant to any other conditions or requirements set forth in FLA. Stat. 287.135.
21. By accepting this Purchase Order, the Vendor/Contractor and any sub-contractors related to this Purchase Order shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract/Purchase Order. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. If you have any questions about this requirement, please contact the Purchasing and Contracts Division for more information at 954-480-4381.



City of Deerfield Beach

Purchasing and Contract Administration
Division
401 S.W. 4th Street
Deerfield Beach, Florida 33441
(954) 480-4380 * Fax: (954) 480-4388

Purchase Order No.

PO210333

**PO NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, LABELS, BILLS OF LADING, AND
CORRESPONDENCE FOR PAYMENT TO BE
PROCESSED**

Vendor: KENNETH CARLSON ARCHITECT PA - V00022436
1166 W NEWPORT CENTER DR
SUITE #311
DEERFIELD BEACH, FL 33442
(954)427-8848

Ship To: CONSTRUCTION/FACILITIES
CONSTRUCTION/FACILITIES
200 GOOLSBY BLVD
DEERFIELD BEACH, FL 33442

Bill To: CITY OF DEERFIELD BEACH
150 NE 2ND AVE
ATTN: ACCOUNTS PAYABLE
DEERFIELD BEACH, FL 33441

PR No	PR210551	Status	PO	Requested By: Melissa Namor	Terms: N30	Date Issued:	08/27/21
				Buyer: JEREMIN WOLRDS	Date Required:		
#	Quantity	Unit	Description	Account Number:	Unit Price	Tax/Other	Extended Amt
0001	1.00	LOT	DFB RFQ for Fire Station 111 Site Plan	0015060-5193602 (100%)	\$10,000.00	0.00	\$10,000.00
0002	1.00	LOT	DFB RFQ for Fire Station 111 Site Plan	0015060-5193299 (100%)	\$2,000.00	0.00	\$2,000.00
						PO TOTAL:	\$12,000.00

Purchase Order in accordance with the
Consultant Services (CCNA)
RFQ # 2021-11-IG. Dated 04-07-2021
Resolution 2021/45
All terms, conditions,
specifications and pricing shall apply.
Contract Term: 04/7/21 - 04/6/24
There are two (2) additional one (1) year
renewal options available.

Authorized Signature:


David Santucci

The City of Deerfield Beach abides by the Local Government Prompt Payment Act, Florida
Statute 218.70 through 218.80.

CONDITIONS OF PURCHASE

1. **ACCEPTANCE:** This order is for the purchase of goods (herein referred to as "the Articles" and/or services described on the front side herein. The Buyer's offer to and the Seller's Acknowledgement to the Buyer shall constitute Seller's acceptance of such order including all of the terms and conditions herein set out. In the absence of such acknowledgement, commencement of delivery of the Articles and/or services and acceptance of such deliveries to Buyer shall constitute a firm contract on the terms and conditions hereof. This order is subject to the following terms and conditions and no others unless there is a signed agreement between the parties providing otherwise.
2. **WARRANTY PRODUCT:** (a) The Seller expressly warrants that the Articles shall be merchantable within the meaning of Articles 2-314 (2) of the Uniform Commercial Code as provided by Florida Law and in effect on the date of this order. In addition to all warranties which may be prescribed by law, the Articles shall conform to specifications, drawing, and description and shall be free from defects in materials and workmanship. Seller also warrants that to the extent, the Articles are not manufactured pursuant to detailed designs furnished by Buyer, that they will be free from defects in design. Such warranties including warranties prescribed by law shall run to Buyer, its successor, assigns and customers, and to users of the Articles for a period of one (1) year after delivery unless otherwise stated.
(b) In addition to the warranties and conditions listed above, all orders by Buyer for Electrical equipment are subject to the following conditions to which Seller hereby warrants and agrees:
(1) Such equipment shall be UL listed as suitable for use in a Commercial application.
(2) Such equipment shall be provided with three prong, heavy duty power cords.
(3) Suitable operator or user manuals are to accompany all units when delivered. Said manuals shall include:
(A) Illustrations which show locations of controls.
(B) Explanations of the function of each control.
(C) Step-by-Step procedure for proper use of appliance.
(D) Safety precautions (or considerations) in application and in servicing.
(4) Seller shall provide operator training and instructions by demonstration on the equipment supplied.
(5) Seller shall provide preventative maintenance and repair instruction to City employees.
(6) Seller shall provide repair parts, lists, ordering instructions and information as to sources of supply for such repair parts.
(7) All equipment nameplates, warning signs, condensers, operating instructions, labels, etc. are to be legible and remain so for the expected life of the equipment under normal expected use. Labeling shall be clear and concise and free of misinterpretation.
3. **INDEMNITY AND INSURANCE:** (a) Seller shall defend, indemnify and hold Buyer, its employees, its customers and users of the purchased Articles, harmless from any property damage, personal injuries, or death arising out of Seller's (or its subcontractors) work or performance hereunder and shall procure and maintain liability insurance with contractual liability coverage with minimum limits of \$100,000/\$300,000/\$500,000 to be effective during period of warranty with such higher limits as Buyer shall reasonably request of Seller. Seller shall on or before delivery of the Articles purchased hereunder furnish to Buyer a Certificate of Insurance evidencing and foregoing coverages and limits (b) Seller shall defend, indemnify and hold Buyer harmless from the assessments by any third party of any liquidated damages or proven actual damages arising out of the failure of Seller to timely deliver the Articles purchased hereunder. (c) Seller shall defend, indemnify and hold harmless Buyer, its officers, directors, agents, and employees from and against any and all damages, charges, losses (including the cost of any Articles lost by libel, condemnation, or voluntary recall) actions and proceedings brought by the United States of America, or any State government or any agency or instrumentality thereof against Buyer, its officers, directors, agents, and/or employees or assigns on such Articles by reason of any claim or findings by and said public authority that any such Articles are not as herein guaranteed. Nothing herein shall waive Buyer's sovereign immunity.
4. **TERMINATION:** (a) Buyer may terminate this order, in whole or in part without liability to Buyer, if deliveries are not made at the time and in the quantities specified or in the event of a breach or failure of any of the other terms or conditions hereof:
(b) Buyer may terminate this order, in whole or in part, at any time for its convenience, by notice to Seller in writing. On receipt by Seller of such notice, Seller shall, and to the extent specified therein, stop work hereunder and stop the placement of subcontractors, terminate work under subcontractors, outstanding hereunder, and take any necessary action to protect property in Seller's possession in which Buyer has or may acquire an interest. Any termination claim must be submitted to Buyer within sixty (60) days after the effective date of the termination.
(c) Any termination by Buyer, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of Buyer against Seller.
(d) Buyer shall have the right to audit all elements of any termination claim and Seller shall make available to Buyer on request, all books, records, and papers relating thereto.
5. **COMPLIANCE WITH LAWS:** Seller guarantees to Buyer that the Articles comply with all federal, state, and local laws, and all rules, regulations, declarations, interpretations, and orders issued thereunder.
6. **CONTROLLING LAW:** This order and the performance of the parties hereunder shall be controlled and governed by the law of the State of Florida.
7. **GENERAL:** All warranties shall be construed as conditions as well as warranties. No waiver of a breach or any provision of this order shall constitute a waiver of any other breach or provision. No modification or change in, or departure from, or waiver of the provisions of this order shall be valid or binding unless approved by the Buyer in writing. This order shall constitute the entire agreement between the parties.
8. The Seller expressly agreed that any terms, or conditions contained on any form or agreement other than this agreement, which are not in full accord with the above stated agreement and its terms shall be null and void.
9. **ALLOCATION OF RISK:** This risk for any damage to or destruction of the goods shall be borne by the Seller at all times until delivery to the control of the Buyer, which shall be the point at which the Buyer actually receives the goods for use and has accepted much.
10. **COURSE OF PERFORMANCE:** The fact that a party may accept or acquiesce in a course of performance under this agreement does not affect the meaning of this agreement even though the accepting/acquiescing party knows of the nature of the performance and has an opportunity to object to it (with respect to this course of performance provision, any time an individual attempts to perform under the contract in a matter which is not in accord with the terms of the contract, the City must promptly object to the manner of performance.)
11. **PAST PRACTICES:** The previous customs and practices of the parties hereto shall not be deemed a waiver or modification of the terms hereof.
12. **REPAIRS - NON ACCEPTANCE:** If any of the goods are delivered in a defective or non-working condition, efforts of the Buyer to correct such defect shall not constitute an acceptance where commercially reasonable in extent and cost, so that the Buyer may still reject the goods where the attempt to repair has proved unsuccessful.
13. **PLACE OF DELIVERY:** All items shall be delivered FOB destination to the City of Deerfield Beach, at address stated on the front page.
14. **INSPECTION OF GOODS:** The Buyer shall have the right to inspect all goods before accepting delivery or making payment therefore. If rejected, the goods will be returned at Seller's risk and all handling and transportation expenses, both ways, will be borne by and assumed by Seller. When material has been rejected by Buyer and returned for replacement, it is essential that Seller receive new shipping instructions from Buyer before making the replacement. Inspection and approval for acceptance shall be made by the appropriate user department. The expense of Inspection shall be borne by the Buyer except as to goods which are properly rejected as non-conforming. Inspection shall be made within fourteen (14) calendar days of the delivery of goods.
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16. **FITNESS FOR PARTICULAR PURPOSE:** Buyer makes no warranties except set forth herein, provided however, that notwithstanding any other provision to the contrary herein, Buyer may have sought the expertise of Seller with respect to the fitness of a particular purpose of the subject goods, and in purchasing said goods, may have relied upon the representations of Seller as an expert with respect to the use of such goods. In that event, Seller hereby agrees that any document exhibiting a request by Buyer for goods for a particular purpose, a reliance by Buyer upon the expertise of Seller with respect to the use of the goods, or any other similar such request or reliance shall constitute a modification to the terms of this agreement which shall effect a warranty of fitness for a particular purpose.
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21. By accepting this Purchase Order, the Vendor/Contractor and any sub-contractors related to this Purchase Order shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract/Purchase Order. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. If you have any questions about this requirement, please contact the Purchasing and Contracts Division for more information at 954-480-4381.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1208

Agenda Date: 5/3/2022

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 Work Authorization with Hazen and Sawyer, PC in an amount not to exceed \$499,170.00 for the design and engineering services for the West Water Treatment Plant Chemical Improvement Project; authorizing execution of the Work Authorization; and providing for an effective date. (Funds from Account #413-5000-536-60-31 - Improvements Other than Building (Chemical Feed System Upgrades))

Recommended Action

Commission to vote on resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs:\$499,170.00

Account Name:Improvements other than Building (Chemical feed system Upgrades)

Account Number:413-5000-536-60-31

Background/History

The City of Deerfield Beach West Water Treatment Plant is currently engaged in a project to improve the chemical feed systems for the nano-filtration and reverse osmosis treatment plants (the "Project"). The original chemical systems were installed in 2001 and 2010, respectively, and have begun to reach their end of life effectiveness. This Project will encompass the sulfuric acid bulk and day tank feed systems, sodium hydroxide bulk and day tank feed systems, anti-scalant bulk and day tank feed systems, orthophosphate bulk and day tank feed systems, and updated as-builts for the grant funded hydrofluoric acid feed system. Within each one of these systems there is an assortment of equipment, instrumentation, tanks, and chemical piping that is used to facilitate the systems' effectiveness and ability to reliably treat the city's drinking water. The engineer consultant will provide site visits and information review, plan draft submittals for staff review, final plans and bid documents, and an overall cost estimate of the Project.

Current Activity

In February 2022, plant staff solicited scopes of work from three qualified consultants in the City's pool of CCNA consultants, which included RK&K, Jacobs, and Hazen and Sawyer. Staff then evaluated each of the scopes of work and determined that Hazen and Sawyer is the most qualified firm to perform the services.

Recommendation

It is recommended that the City Commission approve the work authorization with Hazen and Sawyer

for engineering services for the Project.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A WORK AUTHORIZATION WITH HAZEN AND SAWYER, PC IN AN AMOUNT NOT TO EXCEED \$499,170.00 FOR DESIGN AND ENGINEERING SERVICES FOR THE WEST WATER TREATMENT PLANT CHEMICAL IMPROVEMENT PROJECT; AUTHORIZING EXECUTION OF THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to RFQ #21-11-IG and Section 287.055, Fla. Stat., the City entered into multiple continuing contracts with qualified firms, including Hazen and Sawyer, PC (“Hazen and Sawyer”), for the provision of professional architectural and engineering consulting services on an as needed basis (the “Continuing Contract”); and

WHEREAS, City staff reviewed and evaluated scope of works from three firms in the City’s pool of continuing contracts for the design of the West Water Treatment Plant Chemical Improvement Project (the “Project”); and

WHEREAS, City staff deemed Hazen and Sawyer to be the most qualified firm to perform architectural and engineering services for the Project; and

WHEREAS, the services for the Project will consist of site visits, design, preparation of construction cost estimates, pre-bid permitting, project management, drawings for existing fluoride chemical system, and bidding and construction oversight services (collectively, the “Services”); and

WHEREAS, City Staff recommends the City Commission approve and authorize execution of a work authorization with Hazen and Sawyer, attached as Exhibit “A,” for the Services in an amount not to exceed \$499,170.00 (the “Work Authorization”).

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 Work Authorization with Hazen and Sawyer, attached as Exhibit “A,” for the Services in an amount not to exceed \$499,170.00.

Section 3. The City Manager is hereby authorized to execute the Work Authorization with Hazen and Sawyer for the Services, attached as Exhibit “A,” together with such additional terms as may be acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

WORK AUTHORIZATION
BETWEEN
THE CITY OF DEERFIELD BEACH
AND
HAZEN AND SAWYER
FOR PROFESSIONAL SERVICES

This Work Authorization is entered into this _____ the day of _____, 2022, by and between City of Deerfield Beach, Florida, with its principal business address located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441, hereinafter referred to as "City",

AND

Hazen and Sawyer, a Design Professional Services Corporation (DPC) authorized to do business in Florida, with its business address located at 4000 Hollywood Blvd, Suite 750 N Hollywood, FL 33021, hereinafter referred to as "Consultant".

WHEREAS, the City and the Consultant have entering into a master CCNA continuing services contract dated April 12, 2021, RFQ #21-11-IG, (Continuing Contract) and Consultant has been approved to provide the services contemplated herein; and,

WHEREAS, the City and the Consultant desire to enter into this Work Authorization to provide for the Consultant to perform certain professional services in accordance with the terms and conditions of this Work Authorization.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, City and Consultant agree as follows:

SECTION 1
SCOPE OF SERVICES

1. Consultant agrees to perform certain professional services for the City pursuant to The Continuing Contract, as specifically described in the scope of services attached as Exhibit "A" to this Work Authorization (the "Services"), both of which by this reference are incorporated into this Work Authorization in its entirety during the Term and within the timeline provided for in this Work Authorization.

SECTION 2
COMPENSATION

2. In consideration for the Services to be performed by Consultant, the City agrees to pay Consultant an amount not-to-exceed **\$499,170** as further detailed in Exhibit "A". Compensation due to the Consultant shall be payable within 30 calendar days following submission of a proper invoice by the Consultant to the City. In the event of City's termination of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section 4, City shall pay Consultant on a pro-rata basis for the Services performed by Consultant prior to the City's termination of this Work Authorization.

SECTION 3
TERM OF WORK AUTHORIZATION

3. The term of this Work Authorization shall commence upon the date of execution hereof and shall remain in effect until the Services are completed to the City's satisfaction (the "Term"), unless terminated earlier pursuant to Section 4 of this Work Authorization.

SECTION 4
TERMINATION OF WORK AUTHORIZATION

4. City may terminate this Work Authorization for convenience by giving the Consultant thirty (30) days advance written notice. The termination of this Work Authorization shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Work Authorization.

SECTION 5
CONTINUING CONTRACT

5. The Services to be provided by Consultant pursuant to this Work Authorization shall comply with all of the terms and conditions set forth in the Continuing Contract between City and Consultant, which by this reference is incorporated into this Work Authorization in its entirety. In the event there is a conflict between the terms of this Work Authorization and the Continuing Contract, the terms of the Continuing Contract shall prevail.

SECTION 6
INDEPENDENT CONSULTANT

6. Consultant is an independent Consultant under this Work Authorization. Services provided by Consultant shall be by employees or sub-consultants of Consultant and subject to supervision by Consultant, and not as officers, employees or agents

of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Work Authorization shall be the sole responsibility of Consultant. Consultant shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 7 **INDEMNIFICATION / HOLD HARMLESS CLAUSE**

7. Consultant shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant, and other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and City Manager, any sums due Consultant under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

SECTION 8 **INSURANCE**

- 8.1 The CONSULTANT shall satisfy the insurance requirements stated herein. The CONSULTANT shall not commence the work or otherwise perform the work as required by the applicable Work Authorization and/or Notice to Proceed until the requirements stated herein are met and the Certificate(s) of Insurance is approved by the CITY. The CONSULTANT shall assume full responsibility and expense to obtain all necessary insurance.

8.2 General

- 8.2.1 The CONSULTANT shall furnish to the Contract Administrator a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after the effective date of this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Agreement, and state that such insurance is as required by this Contract. CONSULTANT's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Agreement.
- 8.2.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved

companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. CONSULTANT shall pay all deductible amounts, if any. CONSULTANT shall specifically protect CITY and the Deerfield Beach City Commission by naming CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy, Business Automobile Liability policy as well as on any Excess Liability Policy coverage.

8.2.3 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONSULTANT is complete including all renewal terms. All policies must be endorsed to provide CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of any Project, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

8.2.4 CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONSULTANT uses a Subconsultant, CONSULTANT shall ensure that Subconsultant names CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

8.3 CONSULTANT shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement the following insurance:

Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate. Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars (\$1,000,000) per occurrence with a limit of no less than two million dollars (\$2,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. CONSULTANT shall notify the CITY in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. CONSULTANT acknowledges that the CITY is relying on the competence of the CONSULTANT to design a project to meet its functional intent. If it is determined during construction of a project that changes must be made due to CONSULTANT's negligent errors and omissions, CONSULTANT shall promptly rectify them at no cost to CITY and shall be responsible for additional costs, if any, of a project to the proportional extent caused by such negligent errors or omissions.

Business Automobile Liability - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on, about or over navigable waterways, evidence of a coverage endorsement for U.S. Longshoremen and Harbor Workers Act (USL&H), and/or Jones Act, for maritime laws coverage shall be included. The Policy shall include a waiver of subrogation for all liability arising out of this contract. If exempt for Worker's Compensation, proper documentation shall be provided.

SECTION 9

NON-APPROPRIATION OF FUNDS

9. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Work Authorization, then the City, upon written notice to Consultant of such occurrence, shall have the unqualified right to terminate this Work Authorization without any penalty or expense to the City.

SECTION 10
MISCELLANEOUS

10. Consultant shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

SECTION 11
AUDIT AND INSPECTION RIGHTS

- 11.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Consultant under this Work Authorization, audit, or cause to be audited, those books and records of Consultant that are related to Consultant's performance under this Work Authorization. Consultant agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Work Authorization.
- 11.2 The City may, at reasonable times during the term hereof, perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Work Authorization conform to the terms of this Work Authorization. Consultant shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 12
AMENDMENTS AND ASSIGNMENT

- 12.1 This Work Authorization together with Exhibit "A" between Consultant and City and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Work Authorization supersede any and all previous agreements, promises, negotiations or representations, except as otherwise provided in Section 5. Any other agreements, promises, negotiations or representations not expressly set forth in this Work Authorization are of no force and effect.
- 12.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Work Authorization.
- 12.3 Consultant shall not transfer or assign the performance of Services called for in the Work Authorization without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 13
NOTICES

13. Whenever either party desires to give notice to the other, it must be given by written notice in accordance with the requirements of Notices section of the Continuing Contract.

SECTION 14
GOVERNING LAW AND VENUE

14. This Work Authorization shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of, or relating to this Work Authorization shall be in Broward County, Florida.

SECTION 15
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

15. Headings are for convenience of reference only and shall not be considered in any interpretation of this Work Authorization. In the event of conflict between the terms of this Work Authorization and any terms or conditions contained in any attached documents, the terms in this Work Authorization shall prevail. No waiver or breach of any provision of this Work Authorization shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 16
NON-DISCRIMINATION

16. Consultant represents and warrants to the City that Consultant does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Work Authorization on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Work Authorization.

SECTION 17
PUBLIC RECORDS

17. Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Work Authorization by the City.

SECTION 18
SEVERABILITY

18. If any provision of this Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Work Authorization, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 19
SURVIVAL

19. All representations and other relevant provisions herein shall survive and thereby continue in full force and effect, upon termination of this Work Authorization.

SECTION 20
JOINT PREPARATION

20. The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, including the Continuing Contract, and that the preparation of this Work Authorization has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

WORK AUTHORIZATION BETWEEN THE CITY OF DEERFIELD BEACH AND
HAZEN AND SAWYER FOR PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the parties hereto have made and executed this Work
Authorization on the respective dates under each signature.

CITY

CITY OF DEERFIELD BEACH

By: _____

This ____ day of _____, 2022.

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Deerfield Beach only:

Anthony C. Soroka, City Attorney

CONSULTANT

By: Janeen M. Wietger
Name: Janeen M. Wietger
Title: Vice President

This 13th day of April, 2022.

GEORGE A. BROWN
George A. Brown 4/13/2022

EXHIBIT A

SCOPE OF SERVICES

CITY OF DEERFIELD BEACH WORK AUTHORIZATION *Chemical Systems Replacement, West Water Treatment Plant* Exhibit A

Hazen and Sawyer (CONSULTANT) is pleased to provide professional services as requested by the City of Deerfield Beach (CITY), in accordance with the terms and conditions of our continuing contract, "Agreement between the City of Deerfield Beach and Hazen and Sawyer for Consultant Services (CCNA) for Architectural and Engineering Services (Continuing Contract) pursuant to RFQ #21-11-IG, Executed with the CITY on April 12, 2021 (the "Contract").

1. PROJECT BACKGROUND

The CITY owns and operates the West Water Treatment Plant (WTP). Several chemicals including sulfuric acid, antiscalant, corrosion inhibitor and sodium hydroxide (caustic) were constructed as part of the original membrane plant under prior building code requirements and are nearing the end of their useful life. These chemicals are required as part of the overall nanofiltration (NF) and reverse osmosis (RO) treatment process at the West WTP. Under the original design, chemical piping for these chemical storage and feed systems were installed underground. This has created operation and maintenance challenges for the CITY, specifically with regards to detection of leaks within the system.

Under this scope of services, CONSULTANT will design replacement of the chemical storage tanks (except for sulfuric acid bulk storage tank), transfer and metering pumping systems along with all piping, valves, accessories, electrical and controls to comply with current code requirements and general health and safety recommendations. The design will require that all chemical piping be installed within concrete trenches to the extent practicable. To minimize disruption to the West WTP operations, this project will be constructed in a proposed two phased approach as follows:

- The first phase will include the following: installation and startup of temporary chemical storage and feed systems; removal and replacement of exterior bulk chemical storage tanks and transfer pumping systems; removal and replacement of underground NF and RO transfer chemical piping; and removal and replacement of day tanks and metering pump systems at the NF Building.
- The phase will include removal and replacement of day tanks and metering pump systems at the RO Building

The major components anticipated to be incorporated into the design are as follows:

Temporary Chemical System

- Design temporary chemical storage and feed systems for the sulfuric acid, antiscalant, corrosion inhibitor and sodium hydroxide (caustic) chemicals.
- The temporary storage tanks will be designed as dual containment type mounted on a concrete slab on grade.
- Electrical design will be limited to powering the temporary metering pumps.
- The temporary storage tanks will supply chemical to the temporary metering pumps. The temporary metering pumps will be skid mounted type secured to the concrete slab on grade near the temporary storage tanks.
- Controls for the temporary metering pumps shall be as follows:
 - Each metering pump shall be controllable locally from the pump's control panel.
 - Design remote monitoring of all temporary metering pumps at existing SCADA.
 - At existing SCADA all metering pumps shall be manually controllable (on/off and pump speed).
 - The pump feed rates for antiscalant, corrosion inhibitor and caustic will be manually adjustable by WTP staff either locally or remotely (at the WTP control room).
 - The pump feed rate for the sulfuric acid metering pumps will be automatically controlled by the existing SCADA control strategy.

Bulk Storage Tank Area

- Design removal of the exterior bulk chemical storage tanks for the antiscalant, corrosion inhibitor, sodium hydroxide chemicals. Existing sulfuric acid bulk tanks to remain.
- Design new replacement bulk storage tanks for corrosion inhibitor and sodium hydroxide chemicals. The tanks sizes will remain the same.
- It is noted that the CITY has pre-purchased the antiscalant bulk storage tank. The antiscalant bulk storage tank is currently located at the West WTP. CONSULTANT design will require the contractor to install this tank.
- Bulk tank sizing will be based on the Recommended Standards for Water Works (a.k.a., Ten States Standards) and will be designed to fit on the existing concrete housekeeping pad dimensions. The existing concrete housekeeping pads for these bulk chemical tanks will not be structurally modified.
- Structural modifications to the exterior bulk chemical containment structures will be limited to sloping the floor to improve drainage to the existing sumps.
- Design removal and replacement of all chemical piping and valves within bulk storage containment areas. Piping within the containment structure will be single walled pipe.
- Design the coatings for the interior of existing concrete containment structures.
- The caustic tank will be designed to include insulation and heating to minimize risk of coagulation during cold weather.

Transfer Pumping from Bulk Storage to Days Tanks

- Sulfuric acid, Antiscalant and Caustic: Design removal of the existing transfer pumps and replace with new transfer pumping systems that convey chemical to the following day tanks:
 - NF Building – Sulfuric acid, antiscalant and caustic day tanks
 - RO Building – Sulfuric acid, antiscalant and caustic day tanks
 - The transfer pump systems will be designed so that any pump can pump to either NF or RO day tanks
- Corrosion inhibitor: Design a new transfer pump system that conveys chemical to NF Building corrosion inhibitor day tank.
- Design structural modifications to transfer pumping systems existing equipment pads to facilitate easier access during maintenance of equipment.

Concrete Trenches and Transfer Piping

- Precast concrete trenches will be designed to house the chemical transfer piping within the WTP yard. The concrete trenches will be designed for traffic loading.
- Proposed Trench 1: Trench 1 will be routed from the exterior bulk chemical storage area to the East face of the NF Building. It will house the following chemical pipes:
 - Pipe 1: sulfuric acid to NF Building day tank
 - Pipe 2: caustic to NF Building day tank
 - Pipe 3: antiscalant to NF Building day tank
 - Pipe 4: corrosion inhibitor to NF Building day tank
 - Pipe 5: sulfuric acid to RO Building day tank
 - Pipe 6: caustic to RO Building day tank
 - Pipe 7: antiscalant to RO Building day tank
- Proposed Trench 2: Trench 2 will split off from Trench 1. Trench 2 will continue along the East and North face of the NF Building. Trench 2 will house the chemical piping going to the sulfuric acid, caustic, antiscalant and corrosion inhibitor day tanks in the NF Building.
- Pipes 5, 6, and 7: Pipes 5, 6, and 7 will exit Trench 1 and enter the existing trench within the NF Building through the East face of the building. These pipes will then continue through the existing trenches within the NF Building. They will exit the south side of the NF Building and enter Proposed Trench 3.
- Proposed Trench 3: Trench 3 will convey Pipes 5, 6, and 7 from the South face of the NF Building to the North face of the RO Building.
- Additional trenches may be required to house the chemical piping within the yard if use of the existing interior NF Building trenches are deemed unfeasible.

NF and RO Building Chemical Day Tanks and Feed Systems

- Remove the existing day tanks, piping, and metering pumps from both the NF and RO Building sulfuric acid, antiscalant and caustic chemical rooms.
- Remove the existing corrosion inhibitor day tank, piping, and metering pumps from the NF Building chemical room, only.
- The design documents will require that the Contractor hand over the existing metering pumps to CITY. The CITY intends to use these pumps as un-installed spares.
- Design new chemical feed systems for the NF and RO Building sulfuric acid, antiscalant, corrosion inhibitor, and caustic chemical rooms. The new chemical feed systems will include the following:
 - Skid mounted metering pumps
 - The metering pump skids will use the same type of pump as the existing
 - The metering pump skids will include all necessary chemical piping, valves and accessories securely mounted to the skid
 - It is assumed that the new day tanks will be designed at ground level and would be installed within the existing chemical rooms.
 - The day tanks will be sized to store a 24-hour supply of chemical.
 - It may not be feasible for a day tank sized for a 24-hour supply of chemical to fit within the existing chemical rooms. The feasibility of fitting the day tank in the chemical rooms will be determined during the preliminary design phase. If a day tank sized for a 24-hour supply of chemical cannot fit within the room, then two tanks will be provided.
- Containment areas in the chemical feed rooms will be improved as follows:
 - Demolish and replace existing concrete equipment pads and repair concrete floor
 - Design will require cleaning and painting
 - If necessary for compliance with the Hazardous Materials Code (National Fire Protection Association Standard 400) and applicable local codes, the design will include structural modifications to the containment area to increase its volume to accommodate the proposed chemical storage tank and feed equipment.

Chemical Feed Piping from Metering Pumps to Injection Points

- Design removal and replacement of the existing chemical feed piping with new piping from the metering pumps to the existing injection points.
- Existing trenches within the NF and RO Buildings will be used to the extent possible to house the chemical feed piping prior to exiting the building to the injection points.
- Precast concrete trench will be designed to convey the
 - Sulfuric acid and antiscalant chemical feed piping from the south face of the NF Building to the chemical injection points.
 - Sulfuric acid chemical feed piping from the south face of the RO Building to the chemical injection point.
- The proposed injection points will be installed at the same locations as the existing

injection points, to the extent possible based on the Maintenance of Plant Operation (MOPO) design.

- Table 1 summarizing the injection points for each chemical. This table also indicates the material of the carrier pipe that will be designed.

Table 1: Summary of Existing Injection Points and Feed Pipe Material

Treatment Plant	Chemical	Injection Point	Feed Pipe Material
NF	Sulfuric acid	NF Raw Water Main (chemical injection vault)	• Alloy 20 within the bulk storage area • Kynar at other locations
	Antiscalant	NF Raw Water Main (mag meter vault)	CPVC
	Corrosion inhibitor	Blending Clearwell	CPVC
	Caustic	Blending Clearwell	CPVC (with heat tracing)
RO	Sulfuric acid	RO Raw Water Main	• Alloy 20 within the bulk storage area • Kynar at other locations
	Antiscalant	RO Raw Water Main	CPVC
	Caustic	Scrubber	CPVC (with heat tracing)

Chemical Piping

- Chemical piping will be designed as either single walled or double walled containment type as indicated in Table 2.

Table 2: Pipe Type Matrix

Location	Type
Piping within the Bulk Storage Containment Area	Single Walled
Piping within Trenches (outside of buildings)	Double Walled Containment
Piping within Trenches (inside of buildings)	Double Walled Containment
Piping within the chemical feed room	Single Walled
Piping at the injection points	Single Walled

- Double walled piping will be designed with continuous cable type leak detection system.

Electrical and Controls Improvements

- Existing local controls (i.e., tank filling panels) at the bulk storage area will be replaced and integrated with the existing SCADA system.
- The filling panels shall automatically activate local and remote (in the control room) audible horn and flashing beacon on high tank level.
- All new bulk storage tanks and day tanks will be designed with instrumentation for monitoring level. Level instrumentation will be electronic type (e.g., ultrasonic or radar) along with sight gauges.

- For the two existing bulk sulfuric acid tanks, the existing electronic level sensors and sight gauges shall be removed and replaced.
- The existing SCADA system will be modified to automatically record tank levels.
- To the extent possible, the design will include digital weight scales for all new chemical day tanks. The controls design will calculate the weight of chemical used per day (between fill cycles). The weight data and the calculated weight of chemical used per day will be available on the HMI screen and recorded in the SCADA historian.
- Each metering pump skid will be equipped with a magnetic flow meter. The flow rate from the meter will be displayed locally and on the SCADA HMI. The SCADA historian will record flow rates and volume pumped. SCADA system will compute weight of chemical pumped over a user defined time frame.
- All permanent metering pumps will be designed with manual control locally and remotely from the WTP control room. Additionally, the permanent metering pumps will be automated and controlled via the SCADA system control strategy.
- Chemical piping leak detection will be designed to be remotely monitored at the WTP control room.
- Controls for the temporary metering pumps shall be as follows:
 - Each metering pump shall be controllable locally from the pump's control panel
 - Design remote monitoring of all temporary pumps at existing SCADA
 - At existing SCADA all metering pumps shall be manually controllable (on/off and pump speed)
 - The pump feed rates for antiscalant, corrosion inhibitor and caustic will be manually adjustable by WTP staff either locally or remotely (at the WTP control room).
 - The pump feed rate for the sulfuric acid metering pumps will be automatically controlled by the existing SCADA control strategy

The following tasks provide professional services for design of the above-described improvements to the West WTP chemical storage and feed systems. Services include:

Task 1 – Site Visit and Information Review

Task 2 – Design

Task 3 – Pre-Bid Permitting

Task 4 – Project Management

Task 5 – Record Drawings for Existing Fluoride System

Task 6 – Bidding and Construction Oversight Services (TBD)

2. SCOPE OF SERVICES:

The CITY has selected Hazen and Sawyer (CONSULTANT) to provide engineering services necessary for preliminary and detailed design and permitting assistance as required for implementing improvements to chemical storage and feed facilities at the West WTP. The detailed scope of work follows.

Task 1 – Site Visit and Information Review

Subtask 1.1 - Project Kick-Off Meeting

CONSULTANT will conduct a combined kickoff meeting and site visit with CITY staff within two weeks after receiving the Notice to Proceed. The purpose of this task is to identify project protocols, establish coordination between CONSULTANT and CITY staff, and collect any additional available documents (existing drawings, specifications, operating data, and O&M manuals) from the CITY on the existing chemical facilities and the functional requirements for the proposed facilities.

CONSULTANT will prepare an agenda prior to the meeting and electronically distribute meeting minutes following the meeting.

Subtask 1.2 - Field Verification / Preparation of Base AutoCAD Drawings

Following the kickoff meeting, the CONSULTANT and CITY staff will perform a preliminary site survey assessment via visual inspection to confirm key information defined on the documentation of the existing site conditions previously provided to CONSULTANT by CITY.

CONSULTANT will utilize existing drawings to the extent practicable to develop electronic AUTOCAD drawings of existing facilities updated to reflect the results of the visual field inspection. These drawings will be incorporated into the preliminary design report and will be used as the base files for further development of Contract Documents during detailed design.

Task 2 – Design

Subtask 2.1 - Prepare Preliminary Design Report

CONSULTANT will prepare a preliminary design report (PDR) which conceptualizes the design approach for the phased chemical storage and feed system improvements. The PDR will provide detailed recommendations for improvements to address reliability and redundancy, operation and maintenance, health and safety, and compliance with Florida Administrative Code (FAC) 62-555.520(4)(a) requirements (to be detailed in Subtask 2.3). Items to be addressed will include, as applicable:

- Brief description of the project and its purpose.
- Preliminary site plans including locations for the temporary chemical storage and feed systems and chemical pipe trenches
- Evaluate historical plant flow, individual chemical usage and dosing requirements to establish dosing criteria, pump equipment sizing and selection for each NF and RO system chemical.

- Confirm design and operation criteria for the temporary chemical storage and feed facilities.
- Develop detailed description of the proposed chemical systems components, including discussion on chemical bulk and day storage tanks, transfer and metering pumping systems and chemical piping materials.
- Develop description of ancillary systems including electrical systems, operation and control strategies, monitoring requirements and security.
- Evaluate MOPO requirements for project
- Develop preliminary budgetary opinion of construction cost estimate for the project.
- Assist CITY with recommendations on equipment that can be pre-purchased, as required to meet budget limitations.

CONSULTANT will provide the CITY with one electronic copy (MS Word and PDF format) of the draft preliminary PDR. CONSULTANT will meet with CITY staff to review the draft PDR and receive comments. CONSUTLANT will then incorporate comments and finalize the PDR. Fourteen calendar days of review time for CITY have been provided for in CONSULTANT's time of performance.

Subtask 2.2 - Preliminary Design

During preliminary design, CONSULTANT shall obtain existing condition information including:

2.1.1 Topographic Survey

CONSULTANT will retain a surveyor to perform a topographic survey of the area that shall be impacted by construction activities under the Scope of this project as identified in the PDR under subtask 2.1. The survey will become part of the Contract Documents submittals for the building permit application.

2.1.2 Underground Utility Investigation

CONSULTANT will retain a sub-consultant to confirm the locations of key underground utilities at the West WTP as identified in the PDR and topographic survey. Selected locations will be pot-holed to confirm depth and type of utilities or other features. It is anticipated that up to ten (10) test-holes will be performed. It is recognized that complete characterization of underground utilities is not contemplated under this agreement.

2.1.3 Geotechnical Investigation

If required, CONSULTANT will retain a geotechnical engineer to prepare a geotechnical report to determine subsurface soil conditions in the finalized locations of the chemical trenches and the concrete slab on grade for the temporary chemical systems, as identified in PDR under subtask 2.1. This task includes up to four (4) soil borings. If borings are not required proposed geotechnical services will be adjusted accordingly.

Subtask 2.3 - Detailed Design

Based on the information and recommendations approved within the PDR, CONSULTANT will prepare detailed design drawings and technical specifications that detail the character and extent of the project. The design documents will be prepared as one set of contract documents for bidding to a single contractor.

At each design milestone as described below, CONSULTANT will provide CITY with five hard copies and one electronic copy (PDF format) of construction contract documents (drawings and technical specifications) for that milestone. CONSULTANT will meet with CITY to receive and discuss CITY's review comments. CONSULTANT will incorporate into the construction contract documents the review comments of CITY as required.

50% Design

The 50% design milestone submittal will consist of preliminary general, civil, mechanical, structural, instrumentation and electrical disciplines. Drawings will include plan views and schematic diagrams. Drawings will be 11-inch by 17-inch. Draft technical specifications plans (Divisions 2 – 17) will also be included in the submittal. Fourteen calendar days of review time for CITY have been provided for in CONSULTANT's time of performance.

90% Design

The 90% design milestone submittal will consist of the entire contract document set including, technical specifications and construction drawings for all work proposed. Drawings will be 11-inch by 17-inch. Fourteen calendar days of review time for the CITY have been provided for in CONSULTANT's time of performance.

100% Design

CONSULTANT will provide CITY with 100% design documents (technical specifications and construction drawings) that incorporate comments received from CITY during the 95% design review meeting. CONSULTANT will provide CITY with three hard copies (additional copies will be provided if needed) and one electronic copy (PDF format) of 100% design documents. Hard copy drawings will be 11-inch by 17-inch.

Subtask 2.4 - Preparation of Probable Construction Cost Estimates

CONSULTANT will develop an opinion of probable construction cost (OPCC) based on the 50% and 100% design milestone stages of the project. At the 50% design milestone, CONSULTANT will provide a Class 3 level OPCC as defined by the Association for Advancement of Cost Engineering International (AACE International). An OPCC of this type is normally expected to be accurate within +30% and -15%. At the 100% design milestone, CONSULTANT will update the OPCC provided at 50% design milestone.

Task 3 - Pre-Bid Permitting

At the 100% stage of design, CONSULTANT will submit the 100% design documents with the appropriate application/forms to the permitting agencies listed below for review or permit issuance as noted.

Broward County Environmental Protection and Growth Management (BCEPGMD):

- Storage Tank Facility Tank License Application
 - CONSULTANT will digitally submit the documents to Broward County epermitting and respond to comments.
 - CITY will pay for the permit application fee via credit card.

State of Florida Department of Environmental Protection (FDEP):

- Application For a Specific Permit to Construct PWS Components
- Storage Tank Facility Registration (Hazen will prepare a specification that requires the Contractor to register the tanks through the FDEP Business Portal)

City of Deerfield Beach Building Department Preliminary Plan Review:

CONSULTANT will submit the contract documents to the City of Deerfield Beach Building Department for a preliminary “dry run” review. CONSULTANT will provide responses associated with meeting with the CITY’s Building Department and responding to its request for additional information. CONSULTANT will participate in one meeting with the Building Department to resolve outstanding issues.

Task 4 – Project Management

CONSULTANT will attend meetings identified under other tasks and as otherwise requested by CITY. Meeting notes will be prepared by CONSULTANT and distributed electronically to attendees. CONSULTANT’s compensation is based on six (6) meetings at intervals suitable to discuss project progress and submittals.

CONSULTANT will develop project management plan that includes task breakdown with staff planning quality management plan and cost loaded project schedule. CONSULTANT will submit documents electronically to CITY for review.

Task 5– Record Drawings for Existing Fluoride Chemical System

CONSULTANT will perform a site visit to confirm and document key information for the existing fluoride chemical system located in the chemical building. CONSULTANT will utilize the *information* gathered to develop electronic AUTOCAD drawings of the existing fluoride facilities. CONSULTANT will provide CITY with two sets of 22” x 34” prints of the contract drawings. CONSULTANT will also deliver the AutoCAD version of the record drawings in electronic format.

Task 6 – Bidding and Construction Oversight Services (TBD)

3. BASIS OF COMPENSATION:

For the Scope of Services, the CONSULTANT will be compensated for the scope of work on a time and materials basis, in accordance with the Contract. The estimated cost for the professional services described above is \$499,170 ("Cost Estimate"), as summarized below. CONSULTANT may reallocate labor budgets between tasks provided the total budget is not exceeded. CONSULTANT believes this estimate is sufficient to complete the work and will use its best efforts to complete all necessary work within this Cost Estimate. In order to exceed the estimate, CONSULTANT will provide a factual basis for the reasons the estimate must be exceeded.

Additional services over and beyond those defined in the scope above will be subject to additional compensation to be mutually agreed upon by both CITY and CONSULTANT. The Cost Estimate may only be exceeded upon written authorization by CITY in accordance with the CITY's Procurement Code; otherwise, CONSULTANT will complete the Scope of Services for the Cost Estimate.

4. TIME OF PERFORMANCE:

The estimated schedule for activities to be performed under this scope of services is presented below.

Task	Task Duration (Calendar Days)	Estimated Total Days from NTP
Task 1 – Site Visit and Information Review	30	30
Task 2 – Design	270	300
Prepare Preliminary Design Report Preliminary Design Detailed Design • 50% Design • 90% Design • 100% Design Preparation of Cost Estimate		
Task 3 – Pre-Bid Permitting	60	360
Task 4 – Project Management	360	360
Task 5 – Record Drawings for Existing Fluoride System	15	375
Task 6 – Bidding and Construction Oversight Services	TBD	
Total (all Tasks Complete)		375 days

ASSUMPTION(S):

CONSULTANT's level of effort is based on the following key assumptions:

- CITY will provide CONSULTANT with copies of all current permits for the West WTP.
- CITY will provide adequate historical data including: individual chemical usage and dosing requirements and monthly operating reports from 01/1/2020 to 12/31/2021 in spreadsheet format (e.g. Excel).
- Under this project, there will be no changes to the type of chemicals or chemical dosage currently being utilized at the West WTP.
- A detailed sequence of construction specification will be developed to ensure minimal disruption to the NF and RO treatment operations.
- CITY will enter into an agreement with an experienced Florida licensed Contractor to complete the work. No prequalification of Contractors will be performed by CONSULTANT.
- All deliverables will be electronic (unless otherwise noted in the scope of services).
- The CITY will pay for all permit application fees.
- One bid package for electronic solicitation will be prepared.
- CITY will electronically provide front end documents applicable to the project.
- A stormwater permit application with South Florida Water Management District (SFWMD) is not anticipated for the proposed site modifications. This assumption has not been confirmed with the SFWMD. If deemed necessary, CITY will pay for additional services through a separate change order to the project.
- The fluoride storage and feed system was recently constructed and will not be altered under this project.
- Performance of a topographic survey and geotechnical report has been budgeted and will be performed if necessary for submittal to City of Deerfield Beach Building Department. It is likely that required services will exceed the budgeted amount. If necessary, CITY will pay for these services under a separate CCNA Consultant agreement.
- Performance of a boundary site survey has not been budgeted for this project. Should this service be deemed necessary for City of Deerfield Beach Building Department permit application, CITY will pay for the services under a separate CCNA Consultant agreement.
- Previous plans and specifications in their present format will be used to the extent possible.
- Base AutoCAD drawings for the NF Building chemical systems and the exterior bulk storage area will be developed from the existing CAD files (City of Deerfield Beach West WTP Expansion - Phase II March 1999).
- Base AutoCAD drawings for the RO Building chemical systems will be developed from existing PDF drawings ((City of Deerfield Beach West R.O. Improvements, April 2007).
- Owner-furnished / pre-purchasing of equipment is anticipated.
- Preparation of Final Contract Bid Documents, including Front-End documents and Bid Schedule, not included under this scope of services.

- PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, A DESIGN PROFESSIONAL WHO IS AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS CONTRACT.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1175

Agenda Date: 5/3/2022

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 second two-year renewal term of the contract with Ashbritt, Inc. for emergency debris removal services, RFP #2016-17/26; providing for a 5% price adjustment in accordance with the contract terms; authorizing execution of the contract renewal; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Planning for debris management operations is a function of the Department of Sustainable Management; however, the debris removal and disposal operations will be directed by the City Manager or designee. In addition to using City forces and equipment, The City of Deerfield Beach will employ a Contractor to remove and dispose of disaster-generated debris.

The City and Contractor entered into an agreement, dated June 13, 2017, for Emergency Debris Removal Services pursuant to RFP #2016-17/26. The initial contract term is three (3) years, beginning June 6, 2017 and expiring June 5, 2020. The terms and conditions of the contract provide two (2) additional two (2) year renewal options. The contract was renewed for the first term. This is the last renewal of the original contract.

Current Activity

On February 14, 2022, the City received a request for a price increase from Ashbritt, Inc. The Purchasing and Contract Administration Division reviewed the request to ensure it meets the ITB requirements, under Section IV – Special Terms and Conditions, Item 6. Price Adjustments. The price increase will be effective on June 6, 2022 upon the renewal of the contract. The CPI data provided showed a CPI increase of 8.9%. The parties agreed to a price increase of 5% pursuant to Section IV.6 of the RFP, which is incorporated into the Contract.

Recommendation

Staff recommends approval of the contract renewal for emergency debris services.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SECOND TWO-YEAR RENEWAL TERM OF THE CONTRACT WITH ASHBRIITT, INC. FOR EMERGENCY DEBRIS REMOVAL SERVICES, RFP #2016-17/26; PROVIDING FOR A 5% PRICE ADJUSTMENT IN ACCORDANCE WITH THE CONTRACT TERMS; AUTHORIZING EXECUTION OF THE CONTRACT RENEWAL; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the CITY issued RFP #2016-17/26 for Emergency Debris Removal to be activated only in the event of an emergency for debris removal, reduction and disposal in a method that provides the greatest economy of the operations and cost savings to the City (the “RFP”); and

WHEREAS, the City entered into a Contract with Ashbriitt, Inc. (“Ashbriitt”), dated June 13, 2017, for Ashbriitt to provide certain emergency debris removal services to the City in accordance with the terms and conditions of the RFP (the “Contract”); and

WHEREAS, the initial term of the Contract was for three years, beginning June 6, 2017 and expiring June 5, 2020; and

WHEREAS, on or around June 26, 2018, the parties entered into an Amendment to the Agreement to modify and clarify certain terms and conditions; and

WHEREAS, the Contract provides for two additional two-year renewal options; and

WHEREAS, the City renewed the Contract for the first of the two renewal periods, from June 6, 2020 through June 5, 2022; and

WHEREAS, the City desires to renew the Contract for the second of the two renewal periods, from June 6, 2022 through June 5, 2024; and

WHEREAS, the City received a price increase request from Ashbriitt for the Services; and

WHEREAS, pursuant to Section IV – Special Terms and Conditions, Item 6. Price Adjustments of the RFP, the contractor may request a price increase for approval from the City not to exceed 5%, provided the contractor provides supporting documentation; and

WHEREAS, the CPI data provided showed a CPI increase of 8.9%, however, the City and Ashbriitt agreed to a price increase of 5% pursuant to Section IV.6 of the RFP; and

WHEREAS, the City Commission finds it to be in the best interest of the City to renew the Contract for the second renewal term and to amend the Contract to provide for the price increase, as set forth in Exhibit “A” (the “Contract Renewal”).

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

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

Section 2. The City Commission hereby approves the Contract Renewal with Ashbritt, attached as Exhibit “A”, for the Services.

Section 3. The City Manager is hereby authorized to execute the Contract Renewal, 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 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Memorandum

TO: Chad Grecsek, Director of Sustainable Management
FROM: Jeremin Worlds, Senior Buyer
THRU: Stephanie Tinsley, Chief Financial Officer
DATE: April 15, 2022
RE: **Emergency Debris Removal, RFP #2017-17/26**

The Purchasing and Contract Administration Division received a request for a price increase from Ashbritt, Inc., for Emergency Debris Removal, RFP #2017-17/26. This request met the requirements of the RFP.

Details of the request for a price increase are as follows:

- On February 14, 2022, received a request for price increase from Ashbritt, Inc. The Purchasing and Contract Administration Division reviewed the request to ensure it meet the ITB requirements, under Section IV – Special Terms and Conditions, Item 6. Price Adjustments.
- On February 14, 2022, sent e-mail to Ashbritt, Inc., requesting additional documentation for the price increase and any additional documentation relating to the price increase.
- On March 28, 2022, received approval from the Department of Sustainable Management to accept the price increase. The price increase will be effective on June 6, 2022 upon renewal of the contract.
- Because this contract is only used in the event of an emergency, the estimate annual expenditure after the price increase, could very well exceed the \$30,000 threshold, which is subject to approval by City Commission.

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

Att. Ashbritt, Inc. Price Increase Letter, Price Increase Spreadsheet, Line Item Bid Tab

c: Chad Grecsek, Director of Sustainable Management
Stephanie Tinsley, Chief Financial Officer



February 14th, 2022

City of Deerfield Beach
Jeremin Worlds, MBA, Senior Buyer
401A SW 4th Street, 2nd Floor
Deerfield Beach, FL 33441

RE: AshBritt / City of Deerfield Beach CPI Increase

Dear Ms. Worlds,

AshBritt, Inc. (AshBritt), as the City of Deerfield Beach Disaster Recovery and Debris Removal Contractor, AshBritt would like to formally request the ability to exercise the request for a CPI increase of 5% as according to Contract/Solicitation Addendum 1, Section IV – Special Terms and Conditions, Item 6. Price Adjustments which is Bold and Underlined

Like most companies, the cost of doing business has significantly increased in the country's current situation. Below is the CPI data for February. We will provide the March data as soon as it is released.

Consumer Price Index, Miami-Fort Lauderdale-West Palm Beach — February 2022 - Area prices up 9.8 percent over the past 12 months

- The all-items CPI-U advanced 9.8 percent for the 12 months ending in February. The index for all items less food and energy rose 8.3 percent over the past 12 months
- https://link.edgepilot.com/s/84e81d76/uO-XoB3igEKOahixfZBZQ?u=https://www.bls.gov/regions/southeast/news-release/consumerpriceindex_miami.htm

Primary Contact:

Matt Gierden, Sr. Vice President
Office: (954) 725-6992
Fax: (954) 725-6991
Toll-Free: (800) 244-5094
Mobile: (239) 229-5829
Email: matt@ashbritt.com

Corporate Headquarters:

565 East Hillsboro Boulevard
Deerfield Beach, FL 33441
Office: (954) 725-6992
Fax: (954) 725-6991
Toll-Free: (800) 244-5094
Web: www.ashbritt.com

**Contact with the Ability to Bind
AshBritt:**

Dow Knight, Sr. Vice President
Office: (954) 725-6992
Fax: (954) 725-6991
Toll-Free: (800) 244-5094
Mobile: (954) 818-4416
Email: dow@ashbritt.com

I appreciate your consideration in this matter, and we look forward to continuing our relationship as your disaster recovery partner.

Sincerely,

Matt Gierden
Senior Vice President



For Release: Tuesday, April 12, 2022

22-653-ATL

SOUTHEAST INFORMATION OFFICE: Atlanta, Ga.

Technical information: (404) 893-4222 BLSInfoAtlanta@bls.gov www.bls.gov/regions/southeast

Media contact: (404) 893-4220

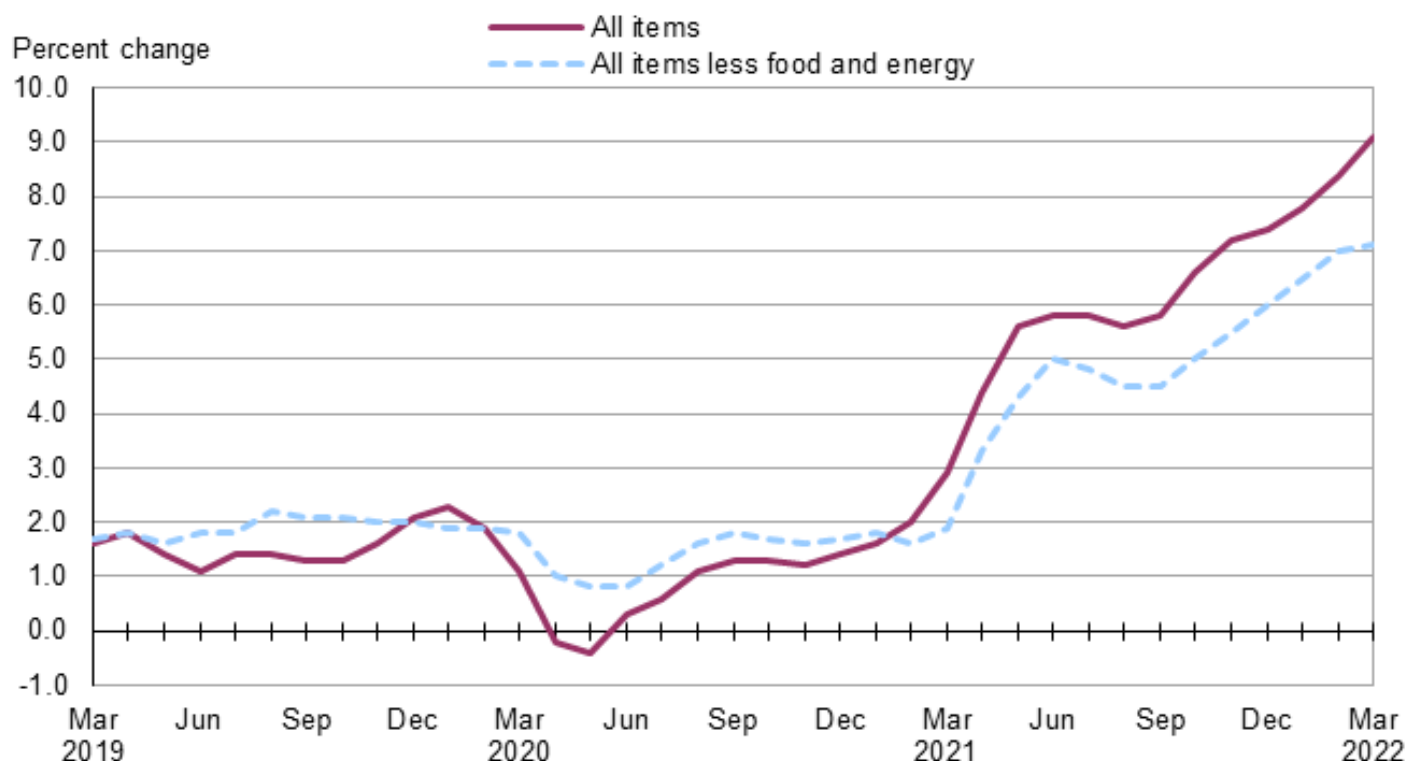
Consumer Price Index, South Region — March 2022

Prices in the South up 1.4 percent over the month and 9.1 percent over the past year

The Consumer Price Index for All Urban Consumers (CPI-U) for the South increased 1.4 percent in March, the U.S. Bureau of Labor Statistics reported today. The energy index rose sharply over the month, up 11.2 percent. The index for all items less food and energy rose 0.5 percent over the month, while the food index increased 1.1 percent. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes reflect the impact of seasonal influences.)

The all items CPI-U for the South advanced 9.1 percent for the 12 months ending in March, after increasing 8.4-percent over the 12-month period ending in February. The index for all items less food and energy advanced 7.1 percent over the past year. The energy index and the food index also increased over the past 12 months, up 31.4 percent and 8.6 percent, respectively. (See [chart 1](#) and [table 1](#).)

Chart 1. Over-the-year percent change in CPI-U, South region, March 2019–March 2022



Source: U.S. Bureau of Labor Statistics.

Food

The food index increased 1.1 percent in March, led by a 1.5 percent increase in the food at home index. The food away from home index also rose in March, up 0.4 percent.

The food index advanced 8.6 percent for the 12 months ending in March, reflecting increases in the food at home (+9.3 percent) and food away from home (+7.5 percent) indexes.

Energy

The energy index rose 11.2 percent in March, reflecting a 20.4-percent spike in the gasoline index. The electricity index was little changed over the month, up 0.1 percent, while the utility (piped) gas service index rose 0.6 percent.

The energy index advanced 31.4 percent for the 12 months ending in March, led by a 49.4-percent increase in the gasoline index. The electricity and the utility (piped) gas service indexes also increased over the year, up 10.1 percent and 18.4 percent, respectively.

All items less food and energy

The index for all items less food and energy rose 0.5 percent in March. The shelter index (+0.7 percent) was a major contributor to this increase.

The index for all items less food and energy advanced 7.1 percent for the 12 months ending in March, reflecting increases across many indexes. The new and used motor vehicles index advanced 22.0 percent over the past 12 months, led by a 35.4-percent increase in the used cars and trucks index; the new vehicles index increased 12.4 percent over the past year. Shelter (+5.8 percent) was also among the indexes to increase over the past 12 months.

Geographic divisions

Additional price indexes are now available for the three divisions of the South. The all items CPI-U advanced 1.7 percent in the West South Central division and 1.5 percent in the East South Central division in March. The all items index also increased in the South Atlantic division, up 1.3 percent over the month.

Over the year, the all items index advanced 9.5 percent in the West South Central division and 9.2 percent in the South Atlantic division. The all items index rose 7.9 percent in the East South Central division over the past year.

Table A. South region CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2018		2019		2020		2021		2022	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January.....	0.5	1.8	0.2	1.2	0.3	2.3	0.5	1.6	0.9	7.8
February.....	0.6	2.1	0.5	1.1	0.2	1.9	0.5	2.0	1.1	8.4
March.....	0.2	2.3	0.7	1.6	-0.1	1.1	0.8	2.9	1.4	9.1
April.....	0.4	2.4	0.5	1.8	-0.8	-0.2	0.7	4.4		
May.....	0.3	2.7	-0.1	1.4	-0.2	-0.4	0.8	5.6		
June.....	0.2	2.7	-0.1	1.1	0.6	0.3	0.9	5.8		
July.....	0.0	2.9	0.3	1.4	0.6	0.6	0.5	5.8		
August.....	-0.1	2.4	-0.1	1.4	0.4	1.1	0.3	5.6		
September.....	0.0	1.7	0.0	1.3	0.2	1.3	0.3	5.8		
October.....	0.2	2.1	0.2	1.3	0.1	1.3	1.0	6.6		
November.....	-0.3	1.9	0.0	1.6	-0.1	1.2	0.4	7.2		
December.....	-0.5	1.5	0.0	2.1	0.2	1.4	0.3	7.4		

SECOND AMENDMENT TO CONTRACT

This Second Amendment to Contract ("Second Amendment"), made and entered into the ____ day of May 2022 by and between:

CITY OF DEERFIELD BEACH, FLORIDA
A municipal Corporation
150 NE 2nd Avenue
Deerfield Beach, FL 33441
(hereinafter referred to as "CITY")

AND

ASHBRITT, INC
565 E. Hillsboro Boulevard
Deerfield Beach, FL 33441
(hereinafter referred to as
"CONTRACTOR")

WHEREAS, the CITY issued RFP #2016-17/26 for Emergency Debris Removal to be activated only in the event of an emergency for debris removal, reduction and disposal in a method that provides the greatest economy of the operations and cost savings to the City (the "RFP"); and

WHEREAS, the CITY entered into a Contract with CONTRACTOR, the lowest, responsive and responsible bidder, to provide Emergency Debris Removal services (the "Service"), in accordance with the terms and conditions of the RFP (the "Contract"); and

WHEREAS, the initial Contract term was for three years, beginning June 6, 2017 and expiring June 5, 2020; and

WHEREAS, on or around June 26, 2018, the parties entered into an Amendment to the Contract to modify and clarify certain terms and conditions (the "First Amendment"); and

WHEREAS, the Contract provides for two additional two-year renewal options; and

WHEREAS, the City renewed the Contract for the first of the two renewal periods, from June 6, 2020 through June 5, 2022; and

WHEREAS, the City desires to renew the Contract for the second of the two renewal periods, from June 6, 2022 through June 5, 2024; and

WHEREAS, the CITY received a price increase request from the CONTRACTOR for the Services; and

WHEREAS, pursuant to Section IV – Special Terms and Conditions, Item 6. Price Adjustments of the RFP, the CONTRACTOR may request a price increase for approval from the CITY not to exceed 5%, provided the CONTRACTOR provides supporting documentation; and

WHEREAS, CONTRACTOR has provided supporting documentation to the City indicating a CPI increase in excess of 5%, and the CITY desires to approve the price increase of 5% for the second renewal term of the Contract for the Services; and

WHEREAS, the price increase shall take effect as of June 6, 2022 as outlined on ATTACHMENT "A."

WHEREAS, the parties desire to renew the Contract for the second renewal term and to amend the Contract as set forth herein.

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledges, the parties agree as follows:

Section 1. The above recitals are acknowledged and incorporated herein.

Section 2. The Contract, as amended by the First Amendment, is hereby renewed for the second two-year renewal period, which shall begin on June 6, 2022 and shall expire on June 5, 2024 unless otherwise terminated pursuant to the terms of the Contract.

Section 3. The Contract, as amended by the First Amendment, is hereby amended to include and incorporate the attached Attachment "A" and the pricing set forth therein in the Contract, which shall supersede the prior contract pricing. The pricing set forth in Attachment "A" shall be effective with the second renewal as of June 6, 2022.

Section 4. All other terms, conditions and specifications of the Contract as amended by the First Amendment, not specifically amended herein, remain in full force and effect.

Section 5. Should any part, term and provision of this Second Amendment be by the courts decided to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected hereby.

Section 6. Neither CITY nor their officers, agents and/or employees have made any representation or promises except as expressly set forth in this Second Amendment.

Section 7. This Second Amendment shall be effective as of June 6, 2022.

CONTRACTOR

ATTEST:

_____ (Secretary)	_____ (Name of Corporation)
_____ (Corporate Seal, if applicable)	By _____ (Signature)

_____ (Corporate Seal, if applicable)	_____ (Type Name/Title Signed Above)
____ day of _____, 20____.	

CITY OF DEERFIELD BEACH

Witnesses:

By: _____
DAVID SANTUCCI, CITY MANAGER

Date: _____

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

ANTHONY C. SOROKA, CITY ATTORNEY

ATTACHMENT "A"
(ASHBRITT, INC, PRICING FOR SECOND CONTRACT RENEWAL TERM)

1	Lot 1 - Pricing for Emergency Debris Removal							
	Supplier	QTY	UOM	Unit Price	Extended	% Percentage Increased	Unit Price	Extended Price
	AshBritt, Inc.	1	Lump Sum	\$8,390,150.00	\$8,390,150.00	5%	\$ 8,809,657.50	\$ 8,809,657.50
1.1	Removal and hauling of eligible vegetative debris to a DMS.							
	Supplier	QTY	UOM	Unit Price	Extended	% Percentage Increased	Unit Price	Extended Price
	AshBritt, Inc.	250000	yd3	\$7.95	\$1,987,500.00	5%	\$ 8.35	\$ 2,086,875.00
1.2	Site management and grinding of eligible vegetative debris at a DMS provided by the contractor.							
	Supplier	QTY	UOM	Unit Price	Extended	% Percentage Increased	Unit Price	Extended Price
	AshBritt, Inc.	250000	yd3	\$4.25	\$1,062,500.00	5%	\$ 4.46	\$ 1,115,625.00
1.3	Hauling and recycling/disposal of eligible vegetative debris reduced by grinding from DMS to an approved landfill.							
	Supplier	QTY	UOM	Unit Price	Extended	% Percentage Increased	Unit Price	Extended Price
	AshBritt, Inc.	60000	yd3	\$3.95	\$237,000.00	5%	\$ 4.15	\$ 248,850.00
1.4	Removal, hauling and recycling of eligible C&D debris at a DEP approved landfill.							
	Supplier	QTY	UOM	Unit Price	Extended	% Percentage Increased	Unit Price	Extended Price
	AshBritt, Inc.	200000	yd3	\$9.60	\$1,920,000.00	5%	\$ 10.08	\$ 2,016,000.00
1.5	Tipping fee for disposal.							
	Supplier	QTY	UOM	Unit Price	Extended	% Percentage Increased	Unit Price	Extended Price
	AshBritt, Inc.	200000	yd3	\$7.50	\$1,500,000.00	5%	\$ 7.88	\$ 1,575,000.00
1.6	Removal of Hazardous limbs.							
	Supplier	QTY	UOM	Unit Price	Extended	% Percentage Increased	Unit Price	Extended Price
	AshBritt, Inc.	5000	ea	\$75.00	\$375,000.00	5%	\$ 78.75	\$ 393,750.00
1.7	Removal of hazardous trees over 6 and up to 12 inches.							
	Supplier	QTY	UOM	Unit Price	Extended	% Percentage Increased	Unit Price	Extended Price
	AshBritt, Inc.	250	ea	\$40.00	\$10,000.00	5%	\$ 42.00	\$ 10,500.00
1.8	Removal of hazardous trees over 12 and up to 24 inches.							
	Supplier	QTY	UOM	Unit Price	Extended	% Percentage Increased	Unit Price	Extended Price
	AshBritt, Inc.	100	ea	\$95.00	\$9,500.00	5%	\$ 99.75	\$ 9,975.00
1.9	Removal of hazardous trees over 24 and up to 36 inches.							
	Supplier	QTY	UOM	Unit Price	Extended	% Percentage Increased	Unit Price	Extended Price

AshBritt, Inc.	50	ea	\$150.00	\$7,500.00	5%	\$	157.50	\$	7,875.00
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1.10	Removal of hazardous trees over 36 inches.
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Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
AshBritt, Inc.	10	ea	\$295.00	\$2,950.00	5%	\$	3,097.50

1.11	Removal, hauling, and disposal of white goods.
-------------	---

Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
AshBritt, Inc.	1000	ea	\$85.00	\$85,000.00	5%	\$	89,250.00

1.12	Removal, hauling, and disposal of electronics waste.
-------------	---

Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
AshBritt, Inc.	2000	yd3	\$45.00	\$90,000.00	5%	\$	94,500.00

1.13	Removal, hauling, and disposal of concrete.
-------------	--

Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
AshBritt, Inc.	1000	yd3	\$19.95	\$19,950.00	5%	\$	20,947.50

1.14	Removal, hauling, and disposal of household hazardous wastes (HHW).
-------------	--

Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
AshBritt, Inc.	1000	lb	\$30.00	\$30,000.00	5%	\$	31,500.00

1.15	Drainageways, retention and waterways.
-------------	---

Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
AshBritt, Inc.	10000	LF	\$23.00	\$230,000.00	5%	\$	241,500.00

1.16	Marine Debris
-------------	----------------------

Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
AshBritt, Inc.	5000	yd3	\$37.00	\$185,000.00	5%	\$	194,250.00

1.17	Restoration of canal banks and slopes.
-------------	---

Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
AshBritt, Inc.	5000	yd3	\$20.00	\$100,000.00	5%	\$	105,000.00

1.18	Removal of debris from sand beaches.
-------------	---

Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
AshBritt, Inc.	1000	yd3	\$12.25	\$12,250.00	5%	\$	12,862.50

1.19	Raking of sand beaches to 12 inch depth.
-------------	---

	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
	AshBritt, Inc.	10000	yd2	\$4.75	\$47,500.00	5%	\$ 4.99	\$ 49,875.00
1.20	Removal, screening, replacing, and grading of beach sand to original contour.							
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
	AshBritt, Inc.	10000	yd3	\$18.50	\$185,000.00	5%	\$ 19.43	\$ 194,250.00
1.21	Removal of beach sand.							
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
	AshBritt, Inc.	5000	yd3	\$8.25	\$41,250.00	5%	\$ 8.66	\$ 43,312.50
1.22	Emergency potable bottled water per gallon.							
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
	AshBritt, Inc.	75000	gal	\$2.75	\$206,250.00	5%	\$ 2.89	\$ 216,562.50
1.23	Emergency delivery of bagged ice per pound.							
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
	AshBritt, Inc.	100000	lb	\$0.46	\$46,000.00	5%	\$ 0.48	\$ 48,300.00
2	Lot 2 - Pricing for Optional Services for Emergency Debris Removal							
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
	AshBritt, Inc.	1	Lump Sum	\$684,250.00	\$684,250.00	5%	\$ 718,462.50	\$ 718,462.50
2.1	Removal, hauling, and disposal of lawnmowers and equipment with small engines.							
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
	AshBritt, Inc.	100	ea	\$55.00	\$5,500.00	5%	\$ 57.75	\$ 5,775.00
2.2	Removal, hauling, and disposal of abandoned tires.							
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
	AshBritt, Inc.	500	ea	\$35.00	\$17,500.00	5%	\$ 36.75	\$ 18,375.00
2.3	Abandoned cars, trucks, and vans.							
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
	AshBritt, Inc.	50	ea	\$295.00	\$14,750.00	5%	\$ 309.75	\$ 15,487.50
2.4	Abandoned campers, RV's and shipping containers.							
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
	AshBritt, Inc.	10	ea	\$595.00	\$5,950.00	5%	\$ 624.75	\$ 6,247.50

2.5	Abandoned buses and tractor trailers.							
Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price	
AshBritt, Inc.	5	ea	\$795.00	\$3,975.00	5%	\$ 834.75	\$ 4,173.75	
2.6	Abandoned utility and boat trailers.							
Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price	
AshBritt, Inc.	10	ea	\$195.00	\$1,950.00	5%	\$ 204.75	\$ 2,047.50	
2.7	Abandoned vessels - 10 to 26 feet.							
Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price	
AshBritt, Inc.	600	LF	\$130.00	\$78,000.00	5%	\$ 136.50	\$ 81,900.00	
2.8	Abandoned vessels - 27 to 40 feet.							
Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price	
AshBritt, Inc.	300	LF	\$240.00	\$72,000.00	5%	\$ 252.00	\$ 75,600.00	
2.9	Abandoned vessels - 41 to 60 feet.							
Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price	
AshBritt, Inc.	150	LF	\$405.00	\$60,750.00	5%	\$ 425.25	\$ 63,787.50	
2.10	Fire suppression support water.							
Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price	
AshBritt, Inc.	75	day	\$875.00	\$65,625.00	5%	\$ 918.75	\$ 68,906.25	
2.11	Temporary satellite communications.							
Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price	
AshBritt, Inc.	15	day	\$2,250.00	\$33,750.00	5%	\$ 2,362.50	\$ 35,437.50	
2.12	Emergency Power Generation.							
Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price	
AshBritt, Inc.	150	day	\$670.00	\$100,500.00	5%	\$ 703.50	\$ 105,525.00	
2.13	Flood control pumping and water relocation with 4 inch minimum pumps.							
Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price	
AshBritt, Inc.	75	day	\$1,300.00	\$97,500.00	5%	\$ 1,365.00	\$ 102,375.00	
2.14	Sewer and culvert cleaning.							
Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price	
AshBritt, Inc.	1000	LF	\$9.00	\$9,000.00	5%	\$ 9.45	\$ 9,450.00	

2.15	Stormwater catch basin cleaning.							
Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price	
AshBritt, Inc.	30	ea	\$1,250.00	\$37,500.00	5%	\$ 1,312.50	\$ 39,375.00	

2.16	Decontamination of buildings and facilities.							
Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price	
AshBritt, Inc.	5000	ft2	\$5.00	\$25,000.00	5%	\$ 5.25	\$ 26,250.00	

2.17	Mold remediation of buildings.							
Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price	
AshBritt, Inc.	5000	ft2	\$4.00	\$20,000.00	5%	\$ 4.20	\$ 21,000.00	

2.18	Removal, hauling, and disposal of asbestos containing material (ACM).							
Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price	
AshBritt, Inc.	1000	yd3	\$35.00	\$35,000.00	5%	\$ 36.75	\$ 36,750.00	

3	Lot 3 - Pricing for Optional Services - Heavy Equipment Push Services - Time and Material Only - Operators Included							
Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price	
AshBritt, Inc.	1	Lump Sum	\$5,716.00	\$5,716.00	5%	\$ 6,001.80	\$ 6,001.80	

3.1	Skid Steer Loader - Size or type: Bobcat							
Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price	
AshBritt, Inc.	1	hr	\$107.00	\$107.00	5%	\$ 112.35	\$ 112.35	

3.2	Backhoe - Size or type: Cat 416							
Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price	
AshBritt, Inc.	1	hr	\$90.00	\$90.00	5%	\$ 94.50	\$ 94.50	

3.3	Wheel Loaders - Size or type: Cat 950							
Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price	
AshBritt, Inc.	1	hr	\$120.00	\$120.00	5%	\$ 126.00	\$ 126.00	

3.4	Wheel Loaders - Size or type: Cat 966							
Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price	
AshBritt, Inc.	1	hr	\$137.00	\$137.00	5%	\$ 143.85	\$ 143.85	

3.5	Wheel Loaders - Size or type: Cat 980							
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price

	AshBritt, Inc.	1	hr	\$150.00	\$150.00	5%	\$	157.50	\$	157.50
3.6	Tracked Loader - Size or type: Cat 955									
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price		
	AshBritt, Inc.	1	hr	\$135.00	\$135.00	5%	\$	141.75	\$	141.75
3.7	Towed Loader w/ Tractor - Size or type: Prentice 210									
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price		
	AshBritt, Inc.	1	hr	\$140.00	\$140.00	5%	\$	147.00	\$	147.00
3.8	Self Loading Knuckle Boom Truck - Size or type: 25-35 CY Body									
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price		
	AshBritt, Inc.	1	hr	\$135.00	\$135.00	5%	\$	141.75	\$	141.75
3.9	Self Loading Knuckle Boom Truck - Size or type: 35-45 CY Body									
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price		
	AshBritt, Inc.	1	hr	\$155.00	\$155.00	5%	\$	162.75	\$	162.75
3.10	Dozer - Size or type: Cat D4									
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price		
	AshBritt, Inc.	1	hr	\$85.00	\$85.00	5%	\$	89.25	\$	89.25
3.11	Dozer - Size or type: Cat D5									
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price		
	AshBritt, Inc.	1	hr	\$118.00	\$118.00	5%	\$	123.90	\$	123.90
3.12	Dozer - Size or type: Cat D6									
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price		
	AshBritt, Inc.	1	hr	\$130.00	\$130.00	5%	\$	136.50	\$	136.50
3.13	Dozer - Size or type: Cat D7									
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price		
	AshBritt, Inc.	1	hr	\$175.00	\$175.00	5%	\$	183.75	\$	183.75
3.14	Dozer - Size or type: Cat D8									
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price		
	AshBritt, Inc.	1	hr	\$205.00	\$205.00	5%	\$	215.25	\$	215.25
3.15	Excavators - Size or type: Cat 320									

	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
	AshBritt, Inc.	1	hr	\$141.00	\$141.00	5%	\$ 148.05	\$ 148.05
3.16	Excavators - Size or type: Cat 325							
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
	AshBritt, Inc.	1	hr	\$165.00	\$165.00	5%	\$ 173.25	\$ 173.25
3.17	Excavators - Size or type: Cat 330							
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
	AshBritt, Inc.	1	hr	\$185.00	\$185.00	5%	\$ 194.25	\$ 194.25
3.18	Motor Grader - Size or type: Cat 120G							
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
	AshBritt, Inc.	1	hr	\$120.00	\$120.00	5%	\$ 126.00	\$ 126.00
3.19	Crane - Size or type: 30 Ton							
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
	AshBritt, Inc.	1	hr	\$195.00	\$195.00	5%	\$ 204.75	\$ 204.75
3.20	Bucket Truck - Size or type: Up to 50' reach							
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
	AshBritt, Inc.	1	hr	\$133.00	\$133.00	5%	\$ 139.65	\$ 139.65
3.21	Bucket Truck - Size or type: 50' - 75' reach							
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
	AshBritt, Inc.	1	hr	\$165.00	\$165.00	5%	\$ 173.25	\$ 173.25
3.22	Trash Transfer Trailer w/ Tractor - Size or type: 110 Yard							
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
	AshBritt, Inc.	1	hr	\$150.00	\$150.00	5%	\$ 157.50	\$ 157.50
3.23	Mechanized Boom - Size or type: Street Sweeper							
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
	AshBritt, Inc.	1	hr	\$70.00	\$70.00	5%	\$ 73.50	\$ 73.50
3.24	Water Truck - Size or type: 2000 Gallon							
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
	AshBritt, Inc.	1	hr	\$110.00	\$110.00	5%	\$ 115.50	\$ 115.50

3.25	Stump Grinder - Size or type: Vermeer 252							
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
	AshBritt, Inc.	1	hr	\$65.00	\$65.00	5%	\$ 68.25	\$ 68.25
3.26	Chipper w/ 2 man crew - Size or type: Morbark Storm							
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
	AshBritt, Inc.	1	hr	\$145.00	\$145.00	5%	\$ 152.25	\$ 152.25
3.27	12:Foot Tub Grinder - Size or type: Morbark 1200							
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
	AshBritt, Inc.	1	hr	\$400.00	\$400.00	5%	\$ 420.00	\$ 420.00
3.28	13:Foot Tub Grinder - Size or type: Morbark 1300							
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
	AshBritt, Inc.	1	hr	\$425.00	\$425.00	5%	\$ 446.25	\$ 446.25
3.29	14:Foot Tub Grinder - Size or type: Morbark 1400							
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
	AshBritt, Inc.	1	hr	\$490.00	\$490.00	5%	\$ 514.50	\$ 514.50
3.30	Equipment Transport w/ Tractor - Size or type: 50 Ton							
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
	AshBritt, Inc.	1	hr	\$125.00	\$125.00	5%	\$ 131.25	\$ 131.25
3.31	Truck Mounted Winch - Size or type: Tow Truck							
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
	AshBritt, Inc.	1	hr	\$120.00	\$120.00	5%	\$ 126.00	\$ 126.00
3.34	Trailer Dump w/ Tractor - Size or type: 30 to 40 CY							
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
	AshBritt, Inc.	1	hr	\$105.00	\$105.00	5%	\$ 110.25	\$ 110.25
3.35	Trailer Dump w/ Tractor - Size or type: 41 to 50 CY							
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
	AshBritt, Inc.	1	hr	\$115.00	\$115.00	5%	\$ 120.75	\$ 120.75
3.36	Trailer Dump w/ Tractor - Size or type: 51 to 60 CY							
	Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
	AshBritt, Inc.	1	hr	\$125.00	\$125.00	5%	\$ 131.25	\$ 131.25

3.37	Trailer Dump w/ Tractor - Size or type: 61 to 70 CY
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Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
AshBritt, Inc.	1	hr	\$135.00	\$135.00	5%	\$ 141.75	\$ 141.75

3.38	Walking Floor Trailer w/ Tractor - Size or type: 100 CY
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Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
AshBritt, Inc.	1	hr	\$150.00	\$150.00	5%	\$ 157.50	\$ 157.50

4	Lot 4 - Pricing for Optional Services - Transportation Vehicles - Operators NOT Included
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Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
AshBritt, Inc.	1	Lump Sum	\$490.00	\$490.00	5%	\$ 514.50	\$ 514.50

4.1	Pickup Truck - Size or type: 1/2 Ton
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Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
AshBritt, Inc.	1	day	\$80.00	\$80.00	5%	\$ 84.00	\$ 84.00

4.2	Pickup Truck - Size or type: 3/4 Ton
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Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
AshBritt, Inc.	1	day	\$90.00	\$90.00	5%	\$ 94.50	\$ 94.50

4.3	Pickup Truck - Size or type: 1 Ton
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Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
AshBritt, Inc.	1	day	\$95.00	\$95.00	5%	\$ 99.75	\$ 99.75

4.4	Box Truck - Size or type: 3/4 Ton
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Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
AshBritt, Inc.	1	day	\$100.00	\$100.00	5%	\$ 105.00	\$ 105.00

4.5	Utility Van - Size or type: 3/4 Ton
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Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
AshBritt, Inc.	1	day	\$70.00	\$70.00	5%	\$ 73.50	\$ 73.50

4.6	Passenger Car - Size or type: Full size
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Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
AshBritt, Inc.	1	day	\$55.00	\$55.00	5%	\$ 57.75	\$ 57.75

5	Lot 5 - Pricing for Optional Services - Personnel
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Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
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AshBritt, Inc.	1	Lump Sum	\$585.00	\$585.00	5%	\$	614.25	\$	614.25
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5.1	Pricing for an individual per hour: Superintendent w/ Pickup Truck.
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Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
AshBritt, Inc.	1	hr	\$75.00	\$75.00	5%	\$	78.75

5.2	Pricing for an individual per hour: Supervisor w/ Pickup Truck.
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Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
AshBritt, Inc.	1	hr	\$65.00	\$65.00	5%	\$	68.25

5.3	Pricing for an individual per hour: Safety of QC Manager w/ Pickup Truck.
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Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
AshBritt, Inc.	1	hr	\$75.00	\$75.00	5%	\$	78.75

5.4	Pricing for an individual per hour: Mechanic w/ Truck and Tools
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Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
AshBritt, Inc.	1	hr	\$85.00	\$85.00	5%	\$	89.25

5.5	Pricing for an individual per hour: Climber w/ Gear
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Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
AshBritt, Inc.	1	hr	\$85.00	\$85.00	5%	\$	89.25

5.6	Pricing for an individual per hour: Operator w/ Chainsaw
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Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
AshBritt, Inc.	1	hr	\$40.00	\$40.00	5%	\$	42.00

5.7	Pricing for an individual per hour: Laborer w/ Tools
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Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
AshBritt, Inc.	1	hr	\$30.00	\$30.00	5%	\$	31.50

5.8	Pricing for an individual per hour: Traffic Control Personnel
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Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
AshBritt, Inc.	1	hr	\$30.00	\$30.00	5%	\$	31.50

5.9	Pricing for an individual per hour: Ticket Writers
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Supplier	QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
AshBritt, Inc.	1	hr	\$30.00	\$30.00	5%	\$	31.50

5.10	Pricing for an individual per hour: Clerical
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Supplier		QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
AshBritt, Inc.		1	hr	\$35.00	\$35.00	5%	\$ 36.75	\$ 36.75
5.11	Pricing for an individual per hour: Administrative Assistant							
Supplier		QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
AshBritt, Inc.		1	hr	\$35.00	\$35.00	5%	\$ 36.75	\$ 36.75
6	Lot 6 - Pricing for Average Mileage							
Supplier		QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
AshBritt, Inc.		1	Lump Sum	\$4.00	\$4.00	5%	\$ 4.20	\$ 4.20
6.1	Average mileage rate for haul distance between 0 - 15 miles.							
Supplier		QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
AshBritt, Inc.		1	mi	\$1.50	\$1.50	5%	\$ 1.58	\$ 1.58
6.2	Average mileage rate for haul distance between 16 - 30 miles.							
Supplier		QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
AshBritt, Inc.		1	mi	\$1.00	\$1.00	5%	\$ 1.05	\$ 1.05
6.3	Average mileage rate for haul distance between 31 - 60 miles.							
Supplier		QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
AshBritt, Inc.		1	mi	\$0.75	\$0.75	5%	\$ 0.79	\$ 0.79
6.4	Average mileage rate for haul distance 61 or greater miles.							
Supplier		QTY	UOM	Unit Price	Extended	Percentage Increase	Unit Price	Extended Price
AshBritt, Inc.		1	mi	\$0.75	\$0.75	5%	\$ 0.79	\$ 0.79
7	Are there other services not explicitly detailed in the Scope of Services or itemized, and substantially related to work contemplated herein, that your firm can offer that would add value to the Contract and provide additional benefit to the City during preparation, mitigation, response, or recovery activities? Services indicated shall only be accepted by the City in City’s sole and absolute discretion. Please provide related costs and details of these services.							
Supplier		QTY	UOM	Unit Price	Extended	Manufacturer		
7.1	Optional Line Item							
Supplier		QTY	UOM	Unit Price	Extended	Manufacturer		
7.2	Optional Line Item							

	Supplier	QTY	UOM	Unit Price	Extended	Manufacturer
7.3	Optional Line Item					
	Supplier	QTY	UOM	Unit Price	Extended	Manufacturer
7.4	Optional Line Item					
	Supplier	QTY	UOM	Unit Price	Extended	Manufacturer
7.5	Optional Line Item					
	Supplier	QTY	UOM	Unit Price	Extended	Manufacturer



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1176

Agenda Date: 5/3/2022

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 second two-year renewal term of the contract with Tetra Tech, Inc. for emergency debris monitoring services; providing for a 5% price adjustment in accordance with the contract terms; authorizing execution of the contract renewal; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Planning for debris management operations is a function of the Department of Sustainable Management; however, the debris removal and disposal operations will be directed by the City Manager or designee. During an emergency, in addition to using City forces and equipment, the City employs a contractor to remove and dispose of disaster-generated debris. Debris monitoring services are also contracted to ensure compliance with FEMA and other relevant state, federal, and local regulations.

The City and Tetra Tech, Inc. ("Tetra Tech") entered into an agreement on June 13, 2017, for Disaster Debris Monitoring Services pursuant to RFP #2016-17/25 (the "Contract"). The initial contract term was for three years, beginning June 6, 2017 and expiring June 5, 2020. The terms and conditions of the contract provide two (2) additional two (2) year renewal options. This is the last renewal of the original contract.

Current Activity

On February 17, 2022, the City received a request for a price increase from Tetra Tech. The Purchasing and Contract Administration Division reviewed the request to ensure it met the RFP requirements under Section IV – Special Terms and Conditions, Item 6. Price Adjustments. The price increase will be effective on June 6, 2022 upon the renewal of the Contract. The CPI data provided showed a CPI increase of 8.9%. The parties agreed to a price increase of 5% pursuant to Section IV.6 of the RFP, which is incorporated into the Contract.

Recommendation

Staff recommends the contract renewal for disaster debris monitoring services.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SECOND TWO-YEAR RENEWAL TERM OF THE CONTRACT WITH TETRA TECH, INC. FOR EMERGENCY DEBRIS MONITORING SERVICES; PROVIDING FOR A 5% PRICE ADJUSTMENT IN ACCORDANCE WITH THE CONTRACT TERMS; AUTHORIZING EXECUTION OF THE CONTRACT RENEWAL; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City issued Request for Proposals #2016-17/25 for Emergency Debris Monitoring Services to provide emergency debris monitoring services and associated management and accounting services required during emergencies (the “RFP”); and

WHEREAS, on June 6, 2017, the City entered into a contract with Tetra Tech, Inc. (“Tetra Tech”), the lowest, responsive and responsible bidder, to provide Emergency Debris Monitoring Services (the “Services”), in accordance with the terms and conditions of the RFP (the “Contract”); and

WHEREAS, the initial Contract term was for three years, beginning June 6, 2017 and expiring June 5, 2020; and

WHEREAS, the Contract provides for two additional two-year renewal options; and

WHEREAS, on April 15, 2020, the City renewed the Contract for the first of the two renewal periods, from June 6, 2020 through June 5, 2022; and

WHEREAS, the City desires to renew the Contract for the second of the two renewal periods, from June 6, 2022 through June 5, 2024; and

WHEREAS, the City received a price increase request from Tetra Tech for the Services; and

WHEREAS, pursuant to Section IV – Special Terms and Conditions, Item 6. Price Adjustments of the RFP, the contractor may request a price increase for approval from the City not to exceed 5%, provided the contractor provides supporting documentation; and

WHEREAS, the CPI data provided showed a CPI increase of 8.9%, however, the City and Tetra Tech agreed to a price increase of 5% pursuant to Section IV.6 of the RFP; and

WHEREAS, the City Commission finds it to be in the best interest of the City to renew the Contract for the second renewal term and to amend the Contract to provide for the price increase, as set forth in Exhibit “A” (the “Contract Renewal”).

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 Contract Renewal with Tetra Tech, attached as Exhibit “A,” for the Services.

Section 3. The City Manager is authorized to execute the Contract Renewal with Tetra Tech, attached as Exhibit “A,” for the Services, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Memorandum

TO: Chad Grecsek, Director of Sustainable Management
FROM: Jeremin Worlds, Senior Buyer
THRU: Stephanie Tinsley, Chief Financial Officer
DATE: April 15, 2022
RE: **Emergency Debris Monitoring, RFP #2016-17/25**

The Purchasing and Contract Administration Division received a request for a price increase from Tetra Tech, Inc., for Emergency Debris Monitoring, RFP #2016-17/25. This request met the requirements of the RFP.

Details of the request for a price increase are as follows:

- On February 17, 2022, received a request for price increase from Tetra Tech, Inc. The Purchasing and Contract Administration Division reviewed the request to ensure it meet the ITB requirements, under Section IV – Special Terms and Conditions, Item 6. Price Adjustments.
- On March 14, 2022, sent e-mail to Tetra Tech, Inc., requesting additional documentation for the price increase and any additional documentation relating to the price increase.
- On March 28, 2022, received approval from the Department of Sustainable Management to accept the price increase. The price increase will be effective on June 6, 2022 upon the last renewal of the contract.
- Because this contract is only used in the event of an emergency, the estimate annual expenditure after the price increase, could very well exceed the \$30,000 threshold, which is subject to approval by City Commission.

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

Att. Tetra Tech, Inc. Price Increase Letter, CPI Price Increase, Line Item Bid Tab

c: Chad Grecsek, Director of Sustainable Management
Stephanie Tinsley, Chief Financial Officer

February 17, 2022

Sent via email to JWorlds@deerfield-beach.com

Ms. Jeremin Worlds, Senior Buyer
City of Deerfield Beach
401A SW 4th Street, 2nd Floor
Deerfield Beach, FL 33441

RE: Disaster Debris Monitoring Services, RFP #2016-17/25 awarded on June 6, 2017
Request for Contract Renewal and Rate Change

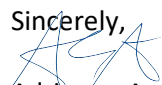
Dear Ms. Worlds,

The City of Deerfield Beach entered into a contract for disaster debris monitoring services with Tetra Tech, Inc. (Tetra Tech) for three (3) years beginning on June 6, 2017, with the option to renew the contract term for up to two (2) additional two (2) year periods. In response to the City of Deerfield Beach, Tetra Tech agrees to exercise the second/final contract renewal option.

Per the Agreement, prices for subsequent optional renewal terms shall be subject to an adjustment not to exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor.

Attached hereto are the detailed calculation breakdowns with the CPI-U Original Data Value for Year 2021 and Year 2022 for the months of January and February (Attachments A and B). As set forth in these attachments, the CPI-U increase for January is 7.8% and February is 8.4%, respectively. The CPI-U data is not yet available for March 2022. As the CPI-U increase for both months is greater than 5%, Tetra Tech is requesting the City to consider increasing Tetra Tech's hourly rates by 5% as allowed by the Contract. Please find enclosed the Price Adjustment spreadsheet which includes the updated hourly rates with the 5% increase for review and approval (Attachment C).

Please contact me directly at TDR.Contracts@tetrattech.com should you have any questions or need additional information.

Sincerely,

Adrienne Aucoin
Contracts Manager



For Release: Tuesday, April 12, 2022

22-653-ATL

SOUTHEAST INFORMATION OFFICE: Atlanta, Ga.

Technical information: (404) 893-4222 BLSInfoAtlanta@bls.gov www.bls.gov/regions/southeast

Media contact: (404) 893-4220

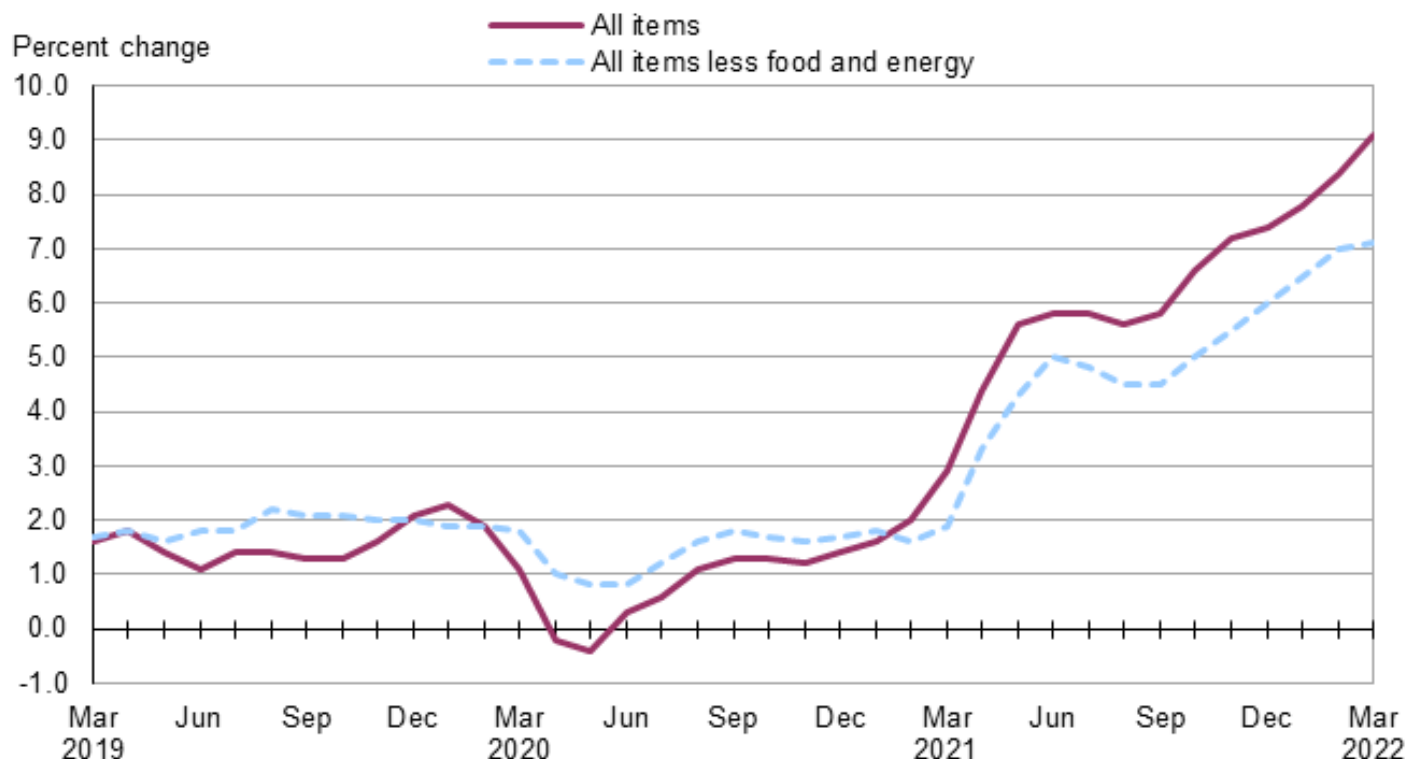
Consumer Price Index, South Region — March 2022

Prices in the South up 1.4 percent over the month and 9.1 percent over the past year

The Consumer Price Index for All Urban Consumers (CPI-U) for the South increased 1.4 percent in March, the U.S. Bureau of Labor Statistics reported today. The energy index rose sharply over the month, up 11.2 percent. The index for all items less food and energy rose 0.5 percent over the month, while the food index increased 1.1 percent. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes reflect the impact of seasonal influences.)

The all items CPI-U for the South advanced 9.1 percent for the 12 months ending in March, after increasing 8.4-percent over the 12-month period ending in February. The index for all items less food and energy advanced 7.1 percent over the past year. The energy index and the food index also increased over the past 12 months, up 31.4 percent and 8.6 percent, respectively. (See [chart 1](#) and [table 1](#).)

Chart 1. Over-the-year percent change in CPI-U, South region, March 2019–March 2022



Source: U.S. Bureau of Labor Statistics.

Food

The food index increased 1.1 percent in March, led by a 1.5 percent increase in the food at home index. The food away from home index also rose in March, up 0.4 percent.

The food index advanced 8.6 percent for the 12 months ending in March, reflecting increases in the food at home (+9.3 percent) and food away from home (+7.5 percent) indexes.

Energy

The energy index rose 11.2 percent in March, reflecting a 20.4-percent spike in the gasoline index. The electricity index was little changed over the month, up 0.1 percent, while the utility (piped) gas service index rose 0.6 percent.

The energy index advanced 31.4 percent for the 12 months ending in March, led by a 49.4-percent increase in the gasoline index. The electricity and the utility (piped) gas service indexes also increased over the year, up 10.1 percent and 18.4 percent, respectively.

All items less food and energy

The index for all items less food and energy rose 0.5 percent in March. The shelter index (+0.7 percent) was a major contributor to this increase.

The index for all items less food and energy advanced 7.1 percent for the 12 months ending in March, reflecting increases across many indexes. The new and used motor vehicles index advanced 22.0 percent over the past 12 months, led by a 35.4-percent increase in the used cars and trucks index; the new vehicles index increased 12.4 percent over the past year. Shelter (+5.8 percent) was also among the indexes to increase over the past 12 months.

Geographic divisions

Additional price indexes are now available for the three divisions of the South. The all items CPI-U advanced 1.7 percent in the West South Central division and 1.5 percent in the East South Central division in March. The all items index also increased in the South Atlantic division, up 1.3 percent over the month.

Over the year, the all items index advanced 9.5 percent in the West South Central division and 9.2 percent in the South Atlantic division. The all items index rose 7.9 percent in the East South Central division over the past year.

Table A. South region CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2018		2019		2020		2021		2022	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January.....	0.5	1.8	0.2	1.2	0.3	2.3	0.5	1.6	0.9	7.8
February.....	0.6	2.1	0.5	1.1	0.2	1.9	0.5	2.0	1.1	8.4
March.....	0.2	2.3	0.7	1.6	-0.1	1.1	0.8	2.9	1.4	9.1
April.....	0.4	2.4	0.5	1.8	-0.8	-0.2	0.7	4.4		
May.....	0.3	2.7	-0.1	1.4	-0.2	-0.4	0.8	5.6		
June.....	0.2	2.7	-0.1	1.1	0.6	0.3	0.9	5.8		
July.....	0.0	2.9	0.3	1.4	0.6	0.6	0.5	5.8		
August.....	-0.1	2.4	-0.1	1.4	0.4	1.1	0.3	5.6		
September.....	0.0	1.7	0.0	1.3	0.2	1.3	0.3	5.8		
October.....	0.2	2.1	0.2	1.3	0.1	1.3	1.0	6.6		
November.....	-0.3	1.9	0.0	1.6	-0.1	1.2	0.4	7.2		
December.....	-0.5	1.5	0.0	2.1	0.2	1.4	0.3	7.4		

AMENDMENT NO. 1 TO CONTRACT

This Amendment to Contract ("Amendment"), made and entered into the ____ day of May 2022 by and between:

CITY OF DEERFIELD BEACH, FLORIDA
A municipal Corporation
150 NE 2nd Avenue
Deerfield Beach, FL 33441
(hereinafter referred to as "CITY")

AND

TETRA TECH, INC.
2301 Lucien Way
Suite 120
Maitland, FL 32751
(hereinafter referred to as
"CONTRACTOR")

WHEREAS, the CITY issued RFP #2016-17/25 for Emergency Debris Monitoring Services to provide emergency debris monitoring services and associated management and accounting services required during emergencies (the "RFP"); and

WHEREAS, on June 6, 2017, the CITY entered into a contract with CONTRACTOR, the lowest, responsive and responsible bidder, to provide Emergency Debris Monitoring Services (the "Services"), in accordance with the terms and conditions of the RFP (the "Contract"); and

WHEREAS, the initial CONTRACT term was for three years, beginning June 6, 2017 and expiring June 5, 2020; and

WHEREAS, the terms and conditions of the CONTRACT provide for two (2) additional two (2) year renewal options; and

WHEREAS, on April 15, 2020, the CITY renewed the CONTRACT for the first of the two renewal periods, from June 6, 2020 through June 5, 2022; and

WHEREAS, the CITY desires to renew the CONTRACT for the second of the two renewal periods, from June 6, 2022 through June 5, 2024; and

WHEREAS, the CITY received a price increase request from the CONTRACTOR for the Services; and

WHEREAS, pursuant to Section IV – Special Terms and Conditions, Item 6. Price Adjustments of the RFP, the CONTRACTOR may request a price increase for approval from the CITY not to exceed 5%, provided the CONTRACTOR provides supporting documentation; and

WHEREAS, CONTRACTOR has provided supporting documentation to the City indicating a CPI increase in excess of 5%, and the CITY desires to approve the price increase of 5% for the second renewal term of the CONTRACT for the Services; and

WHEREAS, the price increase shall take effect as of June 6, 2022 as outlined on ATTACHMENT "A";

WHEREAS, the parties desire to renew the CONTRACT for the second renewal term and to amend the CONTRACT as set forth herein.

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledges, the parties agree as follows:

Section 1. The above recitals are acknowledged and incorporated herein.

Section 2. The CONTRACT is hereby renewed for the second two-year renewal period, which shall begin on June 6, 2022 and shall expire on June 5, 2024 unless otherwise terminated pursuant to the terms of the original CONTRACT.

Section 3. The Contract is amended to include and incorporate the attached Attachment "A" and the pricing set forth therein in the Contract, which shall supersede the prior contract pricing. The pricing set forth in Attachment "A" shall be effective with the second renewal as of June 6, 2022.

Section 4. All other terms, conditions and specifications of the original Contract, not specifically amended herein, remain in full force and effect.

Section 5. Should any part, term and provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected hereby.

Section 6. Neither CITY nor their officers, agents and/or employees have made any representation or promises except as expressly set forth in this Amendment.

Section 7. This Amendment shall be effective as of June 6, 2022.

CONTRACTOR

ATTEST:

_____	_____
(Secretary)	(Name of Corporation)
_____	By _____
(Corporate Seal, if applicable)	(Signature)

	(Type Name/Title Signed Above)
	____ day of _____, 20____.

CITY OF DEERFIELD BEACH

Witnesses:

By: _____
DAVID SANTUCCI, CITY MANAGER

Date: _____

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

APPROVED AS TO FORM:

ANTHONY C. SOROKA, CITY ATTORNEY

ATTACHMENT "A"
(TETRA TECH INC., PRICING FOR SECOND CONTRACT RENEWAL TERM)

1	Labor Rates -							
					%			
	Supplier	QTY	UOM	Price	Extended	Percentage Increased	Unit Price	Extended Price
	Tetra Tech, Inc.	1	Lump Sum	\$582.00	\$582.00	5%	\$611.10	\$611.10
1.1	Principal/Office							
	Supplier	QTY	UOM	Price	Extended			
	Tetra Tech, Inc.	1	hr	\$89.00	\$89.00	5%	\$93.45	\$93.45
1.2	Field Supervisor							
	Supplier	QTY	UOM	Price	Extended			
	Tetra Tech, Inc.	1	hr	\$45.00	\$45.00	5%	\$47.25	\$47.25
1.3	Field Monitor							
	Supplier	QTY	UOM	Price	Extended			
	Tetra Tech, Inc.	1	hr	\$33.00	\$33.00	5%	\$34.65	\$34.65
1.4	TDSR and Drop-off Site Monitors							
	Supplier	QTY	UOM	Price	Extended			
	Tetra Tech, Inc.	1	hr	\$33.00	\$33.00	5%	\$34.65	\$34.65
1.5	Debris Site Security							
	Supplier	QTY	UOM	Price	Extended			
	Tetra Tech, Inc.	1	hr	\$25.00	\$25.00	5%	\$26.25	\$26.25
1.6	Data Manager							
	Supplier	QTY	UOM	Price	Extended			
	Tetra Tech, Inc.	1	hr	\$55.00	\$55.00	5%	\$57.75	\$57.75
1.7	Data Support Personnel							
	Supplier	QTY	UOM	Price	Extended			
	Tetra Tech, Inc.	1	hr	\$32.00	\$32.00	5%	\$33.60	\$33.60
1.8	GIS Operator							
	Supplier	QTY	UOM	Price	Extended			

Supplier	QTY	UOM	Price	Extended
Tetra Tech, Inc.	1	ea	\$0.00	\$0.00

2.2 Photograph Copies (per duplication of original photo)

Supplier	QTY	UOM	Price	Extended
Tetra Tech, Inc.	1	ea	\$0.00	\$0.00

2.3 Additional Photographs (per photo, same flight, same location, different view)

Supplier	QTY	UOM	Price	Extended
Tetra Tech, Inc.	1	ea	\$0.00	\$0.00

2.4 Additional location (one photo, same flight, different location)

Supplier	QTY	UOM	Price	Extended
Tetra Tech, Inc.	1	ea	\$0.00	\$0.00

2.5 GPS, Mapping, Photographing, Services for Stumps, Leaners, Hangers, Tree Removal

Supplier	QTY	UOM	Price	Extended
Tetra Tech, Inc.	1	ea	\$0.00	\$0.00

2.6 Other

Supplier	QTY	UOM	Price	Extended
Tetra Tech, Inc.	1	ea	\$0.00	\$0.00

2.7 Other

Supplier	QTY	UOM	Price	Extended
Tetra Tech, Inc.	1	ea	\$0.00	\$0.00

3 Optional Services -

Supplier	QTY	UOM	Price	Extended
Tetra Tech, Inc.	1	Lump Sum	\$0.00	\$0.00

3.1 Project Management

Supplier	QTY	UOM	Price	Extended
Tetra Tech, Inc.	1	ea	\$0.00	\$0.00

3.2	Planning and Plan Development for Emergency Services				
	Supplier	QTY	UOM	Price	Extended
	Tetra Tech, Inc.	1	ea	\$0.00	\$0.00
3.3	Logistics Management and Planning				
	Supplier	QTY	UOM	Price	Extended
	Tetra Tech, Inc.	1	ea	\$0.00	\$0.00
3.4	Environmental Services				
	Supplier	QTY	UOM	Price	Extended
	Tetra Tech, Inc.	1	ea	\$0.00	\$0.00
3.5	Recovery and Mitigation Services, Structural/Safety Inspections, Engineering, Architectural and Plan Development				
	Supplier	QTY	UOM	Price	Extended
	Tetra Tech, Inc.	1	ea	\$0.00	\$0.00
3.6	Other				
	Supplier	QTY	UOM	Price	Extended
	Tetra Tech, Inc.	1	ea	\$0.00	\$0.00
3.7	Other				
	Supplier	QTY	UOM	Price	Extended
	Tetra Tech, Inc.	1	ea	\$0.00	\$0.00
4	Added Value Services				
	Supplier	QTY	UOM	Price	Extended
4.1	Optional line item (Additional Labor Category per Resposne Attachments)				
	Supplier: Tetra Tech, Inc.	QTY	UOM	Unit Price	Extended
	FEMA Reimbursement Manager	1	ea	\$110.00	\$110.00
				5%	\$115.50
					\$115.50
4.2	Optional line item (Additional Labor Category per Resposne Attachments)				
	Supplier: Tetra Tech, Inc.	QTY	UOM	Unit Price	Extended
	Lead Planner (Emergency Mgmt. Planning)	1	ea	\$110.00	\$110.00
				5%	\$115.50
					\$115.50
4.3	Optional line item (Additional Labor Category per Resposne Attachments)				
	Supplier: Tetra Tech, Inc.	QTY	UOM	Unit Price	Extended
	Environmental Specialist	1	ea	\$85.00	\$85.00
				5%	\$89.25
					\$89.25
4.4	Optional line item				
	Supplier	QTY	UOM	Unit Price	Extended

4.5	Optional line item				
	Supplier	QTY	UOM	Unit Price	Extended