



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
August 2, 2022
7:00 PM

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Planning & Zoning Board Meeting Minutes

Attachment: April 7, 2022

Code Compliance Meeting Minutes

Attachment: May 25, 2022, June 14, 2022

Hillsboro Inlet District Meeting Minutes

Attachment: June 20, 2022

APPROVAL OF THE AGENDA

August 2, 2022

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/88450939269?pwd=UG4wczJaYnF6cG9ybklMazdHd000dz09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 884 5093 9269#

Participant ID: #

Passcode: 396786#

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 Marty Kiar, Broward County Property Appraiser, regarding property taxes and values.**

Sponsor: Office of the City Manager

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

Sponsor: BSO - Law Enforcement

- 3. A Presentation regarding Niagara Perk your Park Grant.**

Sponsor: Department of Parks & Recreation

PUBLIC HEARINGS

- 4. P.H. 2022-067: Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a \$20,000 increase to the maximum award amounts available for assistance to low income and moderate income households under the Purchase Assistance and Homeowner Rehabilitation Affordable Housing Programs; 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: Purchase Assistance and Homeowner Rehabilitation Programs

5. **P.H. 2022-068: Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Fiscal Year 2022/2023 Community Development Block Grant ("CDBG") Annual Action Plan; providing for implementation and an effective.**

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: CDBG FY 22/23 Annual Action Plan

PUBLIC HEARINGS – SECOND READING

6. **P.H. 2022-069: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 38 "FINANCE AND TAXATION" OF THE CITY CODE OF ORDINANCES, ARTICLE IV, "ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF CITY PROPERTY," SECTION 38-133 "FEDERAL AND STATE PROJECTS; FEDERAL GRANTS" TO INCREASE THE SUBSIDY APPROVAL THRESHOLDS FOR THE RESIDENTIAL REHABILITATION PROGRAM; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Division of Purchasing & Contract Administration

Attachment: Procurement Code

7. **P.H. 2022-070: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTION 66-58 "PARKING PROHIBITED ON CERTAIN STREETS AND COMMERCIAL VEHICLE PARKING RESTRICTIONS" OF THE CITY CODE OF ORDINANCES TO PROHIBIT PARKING ON NW ELLER STREET BETWEEN NW 2ND COURT AND NW 2ND TERRACE; PROVIDING FOR**

CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Commissioner Ben Preston

Attachment: Commercial Vehicle Parking Restrictions

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.

BOARD APPOINTMENT

- 8. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Giuseppe Lapenna to the Board of Trustees of the Municipal Police Officers' Retirement Trust Fund of the City of Deerfield Beach; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Commissioner Todd Drosky

Attachment: Police Pension Board Reappointment

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 9. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Award of Request for Proposals #22-27-JW for holiday lighting; authorizing execution of an agreement with the top ranked, responsive and responsible proposer Brandano Displays, Inc. for holiday lighting services for a two year term, with three one-year renewals, in an annual amount not to exceed \$149,943.44; providing for implementation and an effective date. (*Funds from Account #001-7005-579-35-68 - Park Holiday Lighting & Account #190-8000-579-35-74 - CRA Special Events*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Parks & Recreation

Attachment: Brandano Displays, Inc.

- 10. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Award of Request for Proposals #22-28-JW for the design, supply, and install of playground equipment for Oveta McKeithen Park; authorizing execution of an agreement with the top-ranked, responsive and responsible proposer Playmore West, Inc. for the services in an amount not to exceed \$546,931.00 with a 10% contingency; approving the use of target area trust funds in an amount not to exceed \$300,000.00; providing for appropriation of funds, implementation and an effective date. (*Funds from Account #399-7035-572-62-00 - OMRC Playground & Target Area Trust Fund - Transfer to General Capital Project Fund*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Parks & Recreation

Attachment: Playmore West, Inc.

- 11. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with National Fitness Campaign for the purchase and installation of an outdoor fitness court and art wall in an amount not to exceed \$227,350.00; approving the use of target area trust funds in an amount not to exceed \$227,350.00; providing for appropriation of funds, implementation and an effective date. (*Funds from Target Area Trust Funds - Improvement Other than Buildings*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Parks & Recreation

Attachment: National Fitness Campaign

- 12. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Black & Veatch Corporation in an amount not to exceed \$249,811.00 for professional consulting services for the water treatment plant ammonia conversion and 4-log disinfection implementation project; authorizing execution of the Work Authorization; providing for implementation and an effective date. (Funds from Account #413-5000-536-60-31 - Improvements Other than Buildings/ARPA (Ammonia Conversion Project & Account #186-8000-581-90-45 - Transfer to the Utilities Fund)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Black & Veatch Corporation

- 13. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Work Authorization with Florida Technical Consultants, LLC, in an amount not to exceed \$79,500.00 to provide consulting services to support the Environmental Services Department Asset Management Program; authorizing execution of the Work Authorization; providing for implementation and an effective date. (Funds from Account #401-5010-536-32-99 - Other Contractual Services)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Florida Technical Consultants, LLC

- 14. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the Sole Source purchase of a programmable logic controller (PLC) network and IO upgrades for water plant operations from AWC, Inc., in the amount of \$792,000.00; providing for execution and an effective date. (Funds from Account #413-**

5000-536-60-31 - ARPA (PLC 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: AWC Inc.

- 15. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Johnson-Laux Construction, LLC through the Sourcewell, Inc. Indefinite Quantity Construction Agreement IFB# FL R10 GC11 111821 JLC for repairs and alterations to Fire Station 102 in an amount not to exceed \$366,258.00; providing for execution and an effective date. (Funds from Account #399-5060-519-62-00 - Buildings & Account #399-5060-529-65-30 - CIP Infrastructure)**

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: Johnson-Laux Construction, LLC

DEPARTMENTAL BUSINESS

- 16. Resolution 2022/ - A Resolution of the City Commission for the City of Deerfield Beach, Florida, approving the Award of Invitation to negotiate #2018-19/19 for advanced metering infrastructure (AMI); authorizing execution of a negotiated agreement with the top ranked, responsive and responsible proposer Core & Main, LP for the project in an amount not to exceed \$4,993,186.10, with a 10% contingency; providing for implementation and an effective date. (Funds from Account #413-5000-536-60-31 - Utilities Capital Fund - Improvement Other than 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: Core & Main, LP

- 17. ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF**

DEERFIELD BEACH, FLORIDA, AMENDING SECTION 70-133 "DEPOSITS FOR WATER SERVICES" AND SECTION 70-134 "CHARGES FOR WATER METERS, WATER METER INSTALLATION, AND TAPS AND SERVICE LINES" OF CHAPTER 70 "UTILITIES" OF THE CITY CODE OF ORDINANCES TO PROVIDE FOR WATER METER RELATED DEPOSITS AND CHARGES TO BE ADOPTED BY RESOLUTION AND TO UPDATE THE DEPOSIT RETURN POLICY; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance and set public hearing for August 16, 2022

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

Sponsor: Department of Environmental Services

Attachment: Water Meter Rates

- 18. ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS" OF THE CITY LAND DEVELOPMENT CODE BY AMENDING SECTION 98-71 "LOT REGULATIONS" AND SECTION 98-87 "DOCKING AND MOORING FACILITIES" REGARDING THE MINIMUM ELEVATION AND LIGHTING REQUIREMENTS FOR DOCKS AND MAXIMUM WIDTH OF SEAWALL CAPS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and set public hearing for August 16, 2022

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

Sponsor: Department of Planning & Development Services

Attachment: Docking and Mooring Facilities

- 19. ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS", ARTICLE IV "SUPPLEMENTARY REGULATIONS", BY AMENDING SECTION 98-104 "SEPARATION REQUIREMENTS FOR ALCOHOLIC BEVERAGE ESTABLISHMENTS" OF THE CITY'S LAND DEVELOPMENT CODE TO PERMIT PACKAGE STORES AND BUSINESSES THAT ARE NOT CONSIDERED ALCOHOLIC BEVERAGE ESTABLISHMENTS WHO WISH TO SELL ALCOHOLIC BEVERAGES ON-SITE TO SUBMIT APPLICATIONS TO THE SPECIAL MASTER FOR A VARIANCE, SUBJECT TO CONDITIONS, FROM THE DISTANCE SEPARATION REQUIREMENTS; PROVIDING FOR**

CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance and set public hearing for August 16, 2022

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

Sponsor: Department of Planning & Development Services

Attachment: Alcoholic Beverage Establishments

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

20. ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 50 "PARKS AND RECREATION" OF THE CITY CODE OF ORDINANCES, BY CREATING SECTION 50-115 "SMOKING PROHIBITED" TO PROHIBIT SMOKING AT PUBLIC BEACHES AND PUBLIC PARKS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance and set public hearing for August 16, 2022

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

Sponsor: Commissioner Todd Drosky

Attachment: Smoking Regulations

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Budget Workshop - Tuesday, August 9, 2022

Regular City Commission Meeting - Tuesday, August 16, 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.

**PLANNING AND ZONING BOARD
CITY OF DEERFIELD BEACH, FLORIDA
April 7, 2022
MEETING MINUTES**

A regular meeting of the Planning and Zoning Board of the City of Deerfield Beach, a municipal corporation of Florida, was called to order on the above date at 7:03 p.m. in the City Commission Chambers by Thomas Plaut, Chair.

ROLL CALL

Present: Thomas Plaut, Chair
Michelle Balaun
Bridget Beckford
Joe Chancy, Alternate - Tardy

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

Absent: Brian Bennett, Vice Chair
Kanthiah Easwara Chandran, Alternate
David Kurlander, Alternate
William Lane

PLEDGE OF ALLEGIANCE

SEATING OF ALTERNATES

None.

APPROVAL OF MINUTES OF PREVIOUS BOARD MEETING

Motion was made by Ms. Balaun and seconded by Ms. Beckford to approve the minutes of March 3, 2022. The motion CARRIED by unanimous vote.

OLD BUSINESS

None.

NEW BUSINESS

P.H. 2022-046: EVALUATION AND APPRAISAL REPORT UPDATE OF THE 2021 COMPREHENSIVE PLAN.

Applicant: **CITY OF DEERFIELD BEACH**

Proposal: A public hearing to solicit input on the Introduction, Future Land Use, Housing, and Recreation & Open Space elements of the 2021 Comprehensive Plan update, and to approve the update to the entire 2021 Comprehensive Plan.

Eric Power, Director of Planning & Development Services, stated that at the March 3rd board meeting, nine (9) elements of the Comprehensive Plan update were reviewed; thereafter, the remaining four (4) elements were displayed via PowerPoint. The introduction element introduces the Comprehensive Plan, identifies the required elements, and explains the organization of the plan and required process. It also highlights the State's legislative requirements and explains changes in those requirements that result in changes to the plan and elements. The update includes centralizing what was previously stated in each element of the plan and provides better efficiency in its structure. The future land use element, which is the largest, designates the future land use patterns of the City and sets forth goals, objectives and policies that the City wants to achieve; wherein, the update includes the revised and updated Goals Objectives and Policies (GOPs) to include Broward Next, which is the County's comprehensive code change. The County is not requiring cities to adopt every element in Broward Next, but the City has chosen to adopt the Activity Center, some of the affordable housing provisions, other GOPs with references to Florida Friendly Landscape, climate resiliency, historic property designations within the City, and a policy regarding properties in the City with Broward County zoning designations. Other updates to the future land use element include an updated future land use map series; permitted uses to include new definitions for special residential facilities; the addition of a new use category, commerce; the addition of high residential 50 d/u per acre; as well as others.

Continuing, Mr. Power said the housing element provides guidance to meet identified or projected deficits in the supply of affordable housing for moderate, low, and very low-income households, group homes, foster care facilities and households with special housing needs; wherein, changes included updated data and analysis utilizing census and American community survey data, affordable housing definitions and date, and identified land needs for housing for the future. The recreation and open space element identifies the current and future recreational needs and facilities of the City. Further, Mr. Power said this element outlines the State requirements for the amount of open space acres per person. Updates include the revision of goals, objectives, and policies to include the recommendation to develop a Parks and Recreation Master Plan and to rezone and/or change future land use on certain public properties, as appropriate; identify lost and new open space; and update the park and recreation inventory and map series.

Mr. Chancy arrived at 7:13 p.m. and sat in for regular members not in attendance.

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

In response to Chair Plaut's question, Mr. Power replied that the Commission has not approved the Comprehensive Plan yet. This evening's presentation will be presented to them at their next commission meeting where they will vote on the item.

Motion was made by Ms. Beckford and seconded by Ms. Balaun to approve P.H. 2022-046. The motion CARRIED by unanimous vote.

STAFF REPORT

Promotion - Eric Power said former planner, Jenna Lane, was promoted to principal planner.

Certification - Mr. Power stated that the City is now a certified local government for historic preservation; staff has received the certification letter from the State. Thereafter, he provided a brief overview of the historic preservation ordinance that came before them a year ago.

In response to Mr. Chancy's questions, Mr. Power replied that this certification will entitle the City to certain grants. Thereafter, he outlined the process for deeming a property as historic.

May Meeting - Eric Power, Director of Planning & Development Services, stated that the meeting will be cancelled.

CHAIRMAN'S REPORT

Chair Plaut commented on the accomplishments made by the Education Advisory Board. Thereafter, he provided a brief overview of the utility assistance program and said additional information can be obtained by contacting lharris@dbhaonline.org or visiting the City's website.

In response to Mr. Chancy's question, Eric Power, Director of Planning & Development Services, replied that the utility assistance program flyer can be found on the Housing Authority's webpage.

MEMBERS' REPORTS

None.

ADJOURNMENT

Motion was made by Ms. Beckford and seconded by Ms. Balaun to adjourn the meeting at 7:25 p.m. The motion CARRIED by unanimous vote.

Thomas Plaut, Chair
Planning and Zoning Board

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

May 25, 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
Bernard Pita, Code Compliance Director
Jean Placide, Code Compliance Inspector
Angelica Morales, Code Compliance Inspector
Jade Robinson, Code Compliance Inspector
Silvio Baca, Code Compliance Inspector
Marcio Chavez, 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	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 NOT PRESENT FINES IMPOSED AS OF 5-20-2022 FOR \$75 PER DAY
6	22030220	HIGHLAND GARDENS APARTMENTS LLC	331 NE 48 ST, DEERFIELD BEACH, FL 33064	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT WAS PRESENT- BRUCE DAVIS-TENANT CASE DISMISSED
7	22030013	MDC COAST 5 LLC	900 SW 10 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(6) - Exterior building and structure standards.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
8	22030253	FAMILY FIRST FOUNDATION INC	166 SW 2 ST, DEERFIELD BEACH, FL 33441	Chapter 2 UNSAFE STRUCTURES Sec. 2-146(a). - Unsafe buildings; DIVISION 9. - UNSAFE STRUCTURES AND HOUSING APPEALS BOARD Chapter 2 UNSAFE STRUCTURES Sec. 2-146(b) - Unsafe buildings: DIVISION 9. - UNSAFE STRUCTURES AND HOUSING APPEALS BOARD Chapter 2 UNSAFE STRUCTURES Sec. 2-146(c). - Unsafe buildings: DIVISION 9. - UNSAFE STRUCTURES AND HOUSING APPEALS BOARD [10]	RESPONDENTS WERE PRESENT- CHANDELIN BUTLER LARRY BUTLER FINAL ORDER ISSUED COMPLY BY 6-24-2022 \$125 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Chapter 2 UNSAFE STRUCTURES Sec. 2-146(d). - Unsafe buildings: DIVISION 9. - UNSAFE STRUCTURES AND HOUSING APPEALS BOARD[10]	
12	22020110	DIAMOND KEY INVESTMENT LLC	431 NE 39 ST, DEERFIELD BEACH, FL 33064	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)(2) - Off-street parking and loading.	RESPONDENT WAS PRESENT- CAIXIA QUI EXTENDED TO 6-24-2022
13	22020112	FAMLIFE PROPERTY SOLUTIONS LLC	4339 NW 3 TER, 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 ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENT NOT PRESENT CONTINUED TO 6-14-2022

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88(j)(2) - Off-street parking and loading.	
14	22020120/cm/cost	QUINTANILLA, TYLORE	187 SE 10 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 14-106(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 REGULATIONS Section 98-88(j)(2) - Off-street parking and loading.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

15	22020135	SCHNEIDER,ANGELA	590 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88(j)(2) - Off-street parking and loading.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 5-20-2022 \$135 PER DAY
16	22020138	CONSTANT PROPERTIES LLC	221 NW 43 PL, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENT WAS PRSENT- ZACHARI CONSTANT EXTENSION DENIED FINES IMPOSED AS OF 5-20-2022 FOR \$150 PER DAY PER VIOLATION
17	22020140	SLEIGHT,WILLIAM D & DEIRDRE M	409 SE 7 AVE, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT WAS PRESENT- WILLIAM SLEIGHT VACATED FINAL ORDER
18	22030011	BUSHEY,MATTHEW H/E BUSHEY,MICHAEL F	1313 SW 1 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
20	21110238	WEST,DOUGLAS & SARAH	335 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	RESPONDENTS WERE PRESENT- SARAH AND DOUGLAS WEST FINAL ORDER ISSUED COMPLY BY 7-22-2022 \$125 PER DAY \$80 PROSECUTION COST

21	21100558	ALTIDOR,LORINA	215 NW 2 WAY, DEERFIELD BEACH, FL 33441	ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT EXTENDED TO 6-24-2022
22	21110010	MEZETTI,EDUARDO ANTONIO	4321 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 VACATED IMPOSITION OF FINE AND CLAIM OF LIEN
23	21110150	DURAN,WALTER	1963 NE 5 ST, 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 PRESENT CERTIFIED WITH \$80 PROSECUTION COST
24	21060060	LEPAGE,ROBERT III & CATHLEEN	1349 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 6-24-2022 \$150 PER DAY \$80 PROSECUTION COST
25	21060041	STONE,WILLIAM	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 NOT PRESENT FINES IMPOSED AS OF 5-20-2022 FOR \$100 PER DAY
26	22030337-26 to 168	JEFFERIES,REUBEN JR	1428 SE 4 AVE, UNIT 148,DEERFIELD BEACH, FL 33441 148	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENTS WERE PRESENT- JESUS LOPEZ JOE SNELL KYLE FEARMAN DAGMAR IZAR LIGIAMEIRA

					FINAL ORDER ISSUED COMPLY BY 6-24-2022 \$250 PER DAY \$80 PROSECUTION COST TO HOA
169	22030335	BENNYS ROOF SYSTEM INC	700 NE 42 ST, DEERFIELD BEACH, FL 33064	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT CONTINUED TO 6-29-2022
171	22030332	HOUSE OF GOD WHICH IS THE CHURCH OF THE LIVING GOD ETAL	107 SW 9 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 WAS PRESENT- ALPHEUS BRYD FINAL ORDER ISSUED COMPLY BY 6-24-2022 \$250 PER DAY \$80 PROSECUTION COST
172/c m/cos t	22020139	JOSEPH ROMANO INC	167 SW 15 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 CERTIFIED WITH \$80 PROSECUTION COST
173/ cm/co st	22030001	JOSEPH ROMANO INC	147 SW 15 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 CERTIFIED WITH \$80 PROSECUTION COST
174/c m/cos t	22030003	JADRAN LLC	920 NW 45 ST, DEERFIELD BEACH, FL 33064 1-6	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

175/c m/cos t	22030005	JVF HILLSBORO PROPERTIES INC	1973 NE 4 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 CERTIFIED WITH \$1,080 FINES PLUS \$80 COST
176/c m/cos t	22030006	DORADO LLC	505 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 CERTIFIED WITH \$80 PROSECUTION COST
179	21110027	JOSEPH,WILNOLD & SAINTILEN,VIOLEINE/PROPERTY MAINT.	540 NE 45 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 5-20-2022 FOR \$95 PER DAY
180/c m/cos t	22030111	FERREIRA, GUILHERME	379 SW 33 AVE, DEERFIELD BEACH, FL	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
181/c m/cos t	22040027	FKH SFR PROPCO B-HLD LP %FIRST KEY HOMES LLC	601 SW 14 CT, DEERFIELD BEACH, FL	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
185	22050035	BAPTISTA,RINA V	177 SW 7 ST, UNIT 1-2,DEERFIELD BEACH, FL 33441 1-2	Chapter 58 - SOLID WASTEARTICLE I. - IN GENERAL Section 58-2. (c) - Storage and accumulation of refuse and solid wastes. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENT NOT PRESENT CONTINUED TO 6-14-2022

				Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes	
186	22050036	BEAUBRUN,ELMITA	5011 NE 9 AVE, DEERFIELD BEACH, FL 33064	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE Chapter 58 - SOLID WASTE; ARTICLE I. - IN GENERAL (Blocking of Storm Drains) Sec. 58-2(d) - 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 WAS PRESENT- BEAUBRUN, ELMITA CONTINUED TO 6-14-2022
187	22050059	ETZLERT,MATHEUS NATIVIDADE ETZLER,ADRIANA	3851 NE 4 TER, 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.	RESPONDENT NOT PRESENT CONTINUED TO 6-14-2022
188	22050060	ST FLEUR,ODILON & ST FLEUR,ROSETTE	4021 NE 5 AVE, UNIT 1-3,DEERFIELD BEACH, FL 33064 1-3	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70. (f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT NOT PRESENT CONTINUED TO 6-14-2022

189	22050061	LIMAGE,FRANGEL	254 NE 41 CT, DEERFIELD BEACH, FL 33064	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT NOT PRESENT CONTINUED TO 6-14-2022
190	22050062	CLERVIN,YOLA	4300 NE 1 TER, DEERFIELD BEACH, FL 33064	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT NOT PRESENT CONTINUED TO 6-14-2022
191	22050063	PICILLO,CATHY LE THOMPSON,JOHN JUSTIN & GLORIA	2432 SW 12 ST, DEERFIELD BEACH, FL 33442	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT NOT PRESENT CONTINUED TO 6-14-2022
A	18040149	STARBUCK, GARRETT/ BMN INVESTMENT LLC	730 SW 11 CT, 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 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(u) - Landscape requirements.	RESPONDENT WAS PRESENT- A J SINGH CONTINUED TO 6-29-2022
B	19100116	STARBUCK, GARRETT/ BMN INVESTMENT LLC	730 SW 11 CT, DEERFIELD BEACH, FL	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL	RESPONDENT WAS PRESENT- A J SINGH

				PROPERTY Section 34-144 - Maintenance requirements.	CONTINUED TO 6-29-2022
C	20100019	STARBUCK, GARRETT/ BMN INVESTMENT LLC	730 SW 11 CT, DEERFIELD BEACH, FL	Chapter 46 - OFFENSES Section 46-13 - Trees, bushes and shrubs—Encroaching on public right-of-way.	RESPONDENT WAS PRESENT- A J SINGH CONTINUED TO 6-29-2022
D	21030048	STARBUCK, GARRETT/ BMN INVESTMENT LLC	730 SW 11 CT, DEERFIELD BEACH, FL	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT WAS PRESENT- A J SINGH CONTINUED TO 6-29-2022
E	18080156	RAM,KISSOON/Attorney Harvey L. Rubinchik	207 NE 39 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - 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. -	RESPONDENT NOT PRESENT- CONTINUED TO 6-14-2022

				SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	
F	21080150 - 21080163	COSTA,PRISCILA F /JAIME NUNEZ/40 YEAR	900 NW 45 ST, UNIT 101-403, DEERFIELD BEACH, FL 33064	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENTS WERE PRESENT- JAIME NUNES LYN NUNES FINES MITIGATED FOR \$1,080 FOR BOTH CASES TO BE PAID BY 6-29-2022
G	17010042	COSTA, PRISCILA F	900 NW 45 ST, DEERFIELD BEACH, FL 33064#1	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 II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16. - Maintenance of development.	RESPONDENTS WERE PRESENT- JAIME NUNES LYN NUNES FINES MITIGATED FOR \$1,080 FOR BOTH CASES TO BE PAID BY 6-29-2022
H	21080053	URBAN DEERFIELD LLC/D,R. HORTON INC	531 SE 2 AVE, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT CONTINUED TO 6-29-2022
I	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	RESPONDENT WAS PRESENT- JENYRIS SANTIAGO FINES MITIGATED FOR \$2,790

				ENFORCEMENT Section 98-113(a) Building permits	TO BE PAID BY 11-16-2022
J	16060034	FRISICANO, FRANK	1003 CAMBRIDGE A, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-113(a) Building permits	RESPONDENT NOT PRESENT VACATED FINAL ORDER
K	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 FINES MITIGATED FOR \$150 TO BE PAID BY 6-29-2022
L	22020095	MALDONADO, RIGOBERTO	410 NE 5 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- VACATED IMPOSITION OF FINE AND CLAIM OF LIEN
M	21090123	GROVE PARK 250 LLC	251 NW 1 ST, DEERFIELD BEACH, FL 34441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT VACATED IMPOSITION OF FINE AND CLAIM OF LIEN
N	21010175	IN2COMPUTERS INC	240 S MILITARY TRL, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT NOT PRESENT VACATED IMPOSITION OF FINE AND CLAIM OF LIEN

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Douglas Gonzales, Special Magistrate

Date

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

June 14, 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
Marcio Chaves, Code Compliance Inspector
Silvio Baca, Code Compliance Inspector
Sean Miller, Code Compliance Inspector
Maritza Martinez, Administrative Assistant

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

Items	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
5	22040080/ post	BAEZ,EUGENIO & NANCY	6 SE 11 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse	RESPONDENTS WERE PRESENT –EUGENIO & NANCY BAEZ CONTINUED TO 7-12-2022
8	22040155/ post/ landscape	CJDJ RENTALS LLC	1426 SW 1 WAY, UNIT 1-4, DEERFIELD BEACH, FL 33441 1-4	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT – JHONATAS ARAUJO CONTINUED TO 7-12-2022

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	
9	22040157/ post/ landscape	CJDJ RENTALS LLC	1434 SW 1 WAY, UNIT 1-4, DEERFIELD BEACH, FL 33441 1-4	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT WAS PRESENT – JHONATAS ARAUJO CONTINUED TO 7-12-2022
11	22040036/ post/ building	GIRARD,DAVID & JULIA	320 SE 3 CT, 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	RESPONDENT NOT PRESENT CONTINUED TO 7-12-2022

				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	
--	--	--	--	--	--

				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.	
15	22040038	GRETLAND, SOLAN	330 SE 3 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 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS -	RESPONDENT WAS PRESENT - SOLAN GRETLAND CONTINUED TO 7-12-2022

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98- 80(C)(3) - Landscape Requirements.	
16	22040034	COMMON AREA	4304 NW 9 AVE, DEERFIELD BEACH, FL 33064	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES 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 II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT – ROBERTO BRONDO EXTENDED TO 8-5-2-2022

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
18	22040067	DANIELS,MARY JANE	1300 SW 6 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
19	22040074	JEAN-PIERRE,RAYMONDE	216 NW 46 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 FINES IMPOSED AS OF 6-10-2022 FOR \$100 PER DAY
20	22030115	CARROLL,LEATHA EST	534 NW 3 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6-10-2022 FOR \$100

				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.	PER DAY PER VIOLATION
21	22030414	JONATHAN WHITE REV TR	341 SE 3 PL, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6-10-2022 FOR \$100 PER DAY
22	22030416	SUMPTER,IDA MAE H/E SUMPTER,JANNIE M EST	560 SW 11 DR, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT EXTENDED TO 7-8-2022

23	22030435	CENATUS,RHIO & ROSELINE	500 NW 37 ST, DEERFIELD BEACH, FL 33064	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 98-81(L)(1)(a-g) - Tree preservation.	RESPONDENT NOT PRESENT EXTENDED TO 8-5-2022
24	22030436	PHILIPPE,LOZEMA & MILOUSE	450 NE 40 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. -	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6-10-2022 FOR \$100 PER DAY

				SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a-g) - Tree preservation.	
25	21090310	TARHAN,TURGUT	273 NW 7 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98- 88.(b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98- 80(C)(3) - Landscape Requirements.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
26	16040047/ landscape	EVERETT,VERONICA	1351 SW 10 Ave DEERFIELD BEACH, FL 33441	SEE BELOW	SEE BELOW FOR MITIGATION ITEM K

29	22040152/ post	SPIRIT SPE PORTFOLIO 2004-6 LLC	233 W HILLSBORO BLVD, 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.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-5-2022 \$100 PER DAY \$80 PROSECUTION COST
30	22040177/ post	ALDI FLORIDA LLC %RYAN TAX COMPLIANCE SERVICES	747 S FEDERAL HWY, DEERFIELD BEACH, FL 33064	Chapter 102 - SIGNS Section 102-7. (3)- Certain sign or sign structures prohibited.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7-8-2022 \$100 PER DAY \$80 PROSECUTION COST
31	22050001/ post/ building	HILLSBORO GARDEN INVESTMENTS LLC	400 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 102 - SIGNS Section 102-5.(b) - Permits. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. -	RESPONDENT WAS PRESENT - DONALD ANDERSON FINDING OF FACT ORDER COST WAIVED

				ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
33	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 NOT PRESENT FINES IMPOSED AS OF 6-10-2022 FOR \$100 PER DAY
34	22030103	RMB HOLDINGS LLC	3400 SW 10 ST, DEERFIELD BEACH, FL 33442	Chapter 102 - SIGNS Sec. 102-10(a)(1-8) - Temporary signs. Chapter 102 - SIGNS Section 102-7. (3)- Certain sign or sign structures prohibited. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT – SARA MCCLOSKEY EXTENSION GIVEN UNTIL 8-5-2022 FOR Section 14-106(b). EXTENSION GIVEN UNTIL 7-8-2022 FOR THE OTHER TWO SECTIONS

35	22030261	1642 LLC	1624 SE 3 CT, 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. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT EXTENDED TO 8-5-2022
36	22010013	WAB DEPOT DEER LLC & DEERFIELD BEACH FL CO LLC	60 SW 12 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT NOT PRESENT

				SUPPLEMENTARY REGULATIONS ARTICLE III. - ZONING DISTRICT REGULATIONS Section 98-54(f) - B-2 highway business.	FINES IMPOSED AS OF 6-10-2022 FOR \$1,000 PER DAY
37	22010111	42 DIXIE LLC	4291 N DIXIE HWY, DEERFIELD BEACH, FL 33064	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 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98- 80(N)(1) - Landscape Requirements.	RESPONDENT WAS PRESENT – SARA CLOSKEY EXTENDED TO 8-5-2022

38	21070541/ building	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 WAS PRESENT – GENE SIMMONS FINES IMPOSED AS OF 6-10-2022 FOR \$100 PER DAY
39	21110254/ building	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 NOT PRESENT FINES IMPOSED AS OF 6-10-2022 FOR \$100 PER DAY
41	22040191/ post/ fence/ building	FUDO MYOO LLC	4613 NW 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7-8-2022 \$100 PER DAY \$80 PROSECUTION COST

44	22040195/ post/ vacation rental	US BANK TRUST NA TRSTEE % RESICAP	367 SW 32 TER, 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 IV. - SUPPLEMENTARY REGULATIONS; Sec 98- 106 (d) (1) Vacation Rental Registration Requirement	RESPONDENT WAS PRESENT – MARIA KALFELS CASE WAS DISMISSED
46	22050004/ post	MASI,RITA	349 NE 19 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for	RESPONDENT NOT PRESENT CONTINUED TO 8-9-2022

				yard and landscape areas.	
48	22050007/ post	WILSON,BARBARA	3317 SW 3 ST, DEERFIELD BEACH, FL 33442	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 V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – KEMBER GERVAIS CONTINUANCE DENIED FINAL ORDER ISSUED COMPLY BY 6-24-2022 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
49	22020134	ALLAIRE,DANIEL	328 SE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 102 - SIGNS Section 102-8.(f)(9) - Signs allowed.	RESPONDENT NOT PRESENT

				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. 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	VACATE ORDER ISSUED
--	--	--	--	---	------------------------

				Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	
51	22040166/ post/ driveway	FUDO MYOO LLC	4613 NW 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88(j)(2) - Off-street parking and loading.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7-8-2022 \$100 PER DAY \$80 PROSECUTION COST
52	22040167/ post/ boat viol	PONASA LLC	540 NE 42 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS	RESPONDENT WAS PRESENT- ANTONETTA DRAICCHIO FINAL ORDER ISSUED COMPLY BY 7-8-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				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 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.	
59	22030427	CLP FLORIDA LLC	329 SE 7 AVE, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. BSO ENFORCED- STOPPING, STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY · Section 66-56(1)(L). - Prohibitions relative to stopping, standing or parking in specific places. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS -	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98- 88.(b) - Off-street parking and loading.	
60	22030428	DHM 1989 TR LLC	1008 SE 3 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6-10-2022 FOR \$100 PER DAY PER VIOLATION
61	21050142/ building	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 CASE COMPLIED

62	22050034/ NAB BULK	CHEYENNE C STUBBS REV TR STUBBS,CHEYENNE C TRSTEE	280 SW 1 TER	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED
63	22050035/ post / NAB bulk	BAPTISTA,RINA V	177 SW 7 ST, UNIT 1-2	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58- 2.(c) - Storage and accumulation of refuse and solid wastes. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. 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
64	22050036/ post NAB bulk	BEAUBRUN,ELMITA	5011 NE 9 AVE,	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE Chapter 58 -	RESPONDENT WAS PRESENT – ELMITA BEAUBRUN FINDING OF FACT ORDER ISSUED

				SOLID WASTE; ARTICLE I. - IN GENERAL(Blocking of Storm Drains) Sec. 58- 2(d) - 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.	
65	22050059/ post / NAB bulk	ETZLERT,MATHEUS NATIVIDADE ETZLER,ADRIANA	3851 NE 4 TER	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.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED
66	22050060/ post NAB bulk	ST FLEUR,ODILON & ST FLEUR,ROSETTE	4021 NE 5 AVE, UNIT 1- 3,	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of	RESPONDENT WAS PRESENT –ODILON ST. FLEUR

				bulky yard and vegetative wastes.	FINDING OF FACT ORDER ISSUED
67	22050061/ post NAB bulk	LIMAGE,FRANGEL	254 NE 41 CT	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
68	22050062/ post/ NAB bulk	CLERVIN,YOLA	4300 NE 1 TER,	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT WAS PRESENT – YOLA CLERVIN FINDING OF FACT ORDER ISSUED
69	22050063/ post NAB bulk	PICILLO,CATHY LE THOMPSON,JOHN JUSTIN & GLORIA	2432 SW 12 ST	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT WAS PRESENT –GLORIA THOMPSON FINDING OF FACT ORDER ISSUED
70	22050067/ post/ NAB	MR TAX 1111 LLC	84 SW 1 CT	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 -	RESPONDENT NOT PRESENT NUISANCE ABATEMENT FINAL ORDER ISSUED

				Maintenance requirements.	COMPLY BY 6-24-2022 \$100 PER DAY \$80 PROSECUTION COST
72	22050072/ NAB Bulk	MACK,DARNELL MACK,ELAINE	630 NE 40 ST	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
A	18050134/ email	3275 WEST HILLSBORO PLAZA REALTY LLC/ Atty Christina Bilenki	3275 W HILLSBORO BLVD	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 7-12-2022
B	21080039/ called, email	MOMPLAISIR,JEAN JACQUES BRUN,SABINE	4408 NW 3 TER	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT WAS PRESENT - JEAN JACQUES MOMPLAISIR

				SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	FINES MITIGATED FOR \$500 TO BE PAID BY 9-7-2022
C	18080156	RAM,KISSOON	207 NE 39 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 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for	RESPONDENT WAS PRESENT – VINCENT MONCADA SPECIAL MAGISTRATE STATED NO JURISDICTION DUE TO CIRCUIT COURT FORECLOSURE

				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 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	
--	--	--	--	---	--

D	19080079	PAUL A EASSEY REV LIV TR	121 NW 42 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(6) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 46 - OFFENSES Section 46-9(g) -	RESPONDENT WAS PRESENT – ATTORNEY RENEE M. SMITH CONTINUED TO 7-12-2022
---	----------	-----------------------------	--------------	--	---

				Defacing or damaging property of another. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	
E	19090018	PAUL A EASSEY REV LIV TR	NW 42 CT	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT WAS PRESENT – ATTORNEY RENEE M. SMITH FINES MITIGATED FOR \$5,380 TO BE PAID BY 7-12-2022
F	15100051/ email	MCBRIEN, KEVIN D/ Fallon McBrien	915 SE 14 CT	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b). - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT – FALLON MCBRIEN FINES MITIGATED FOR \$1,000 ON ALL CASES. MONIES TO

				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 Section 98 -88(j)(1) Off-street parking and loading.	DISTRIBUTE ACCORDINGLY
G	16070043	MCBRIEN, KEVIN D/ Fallon McBrien	915 SE 14 CT	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8). - Exterior building and structure standards.	RESPONDENT WAS PRESENT – FALLON MCBRIEN FINES MITIGATED FOR \$1,000 ON ALL CASES.

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b). - Minimum standards for yard and landscape areas. Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. - REGULATIONS, GENERALLY Section 66-59. (c)(1)(a)- Parking on residentially zoned lots.	MONIES TO DISTRIBUTE ACCORDINGLY
H	17060072	MCBRIEN, KEVIN D/ Fallon McBrien	915 SE 14 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)	RESPONDENT WAS PRESENT – FALLON MCBRIEN FINES MITIGATED FOR \$1,000 ON ALL CASES. MONIES TO DISTRIBUTE ACCORDINGLY

				- Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(a) - Parking prohibitions; enforcement. Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. - REGULATIONS, GENERALLY Section 66-59. (c)(1)(a)- Parking on residentially zoned lots.	
I	19060102	MCBRIEN, KEVIN D/ Fallon McBrien	915 SE 14 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 standards for yard and landscape areas.	RESPONDENT WAS PRESENT – FALLON MCBRIEN FINES MITIGATED FOR \$1,000 ON ALL CASES. MONIES TO DISTRIBUTE ACCORDINGLY

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-80.(n)(1-2) - Landscape requirements.	
J	20100055	MCBRIEN, KEVIN D/ Fallon McBrien	915 SE 14 CT	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT – FALLON MCBRIEN FINES MITIGATED FOR \$1,000 ON ALL CASES. MONIES TO DISTRIBUTE ACCORDINGLY

K	16040047/ landscape	EVERETT,VERONICA	1351 SW 10 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(a). - Minimum standards for yard and landscape areas. 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	RESPONDENT WAS PRESENT – VERONICA EVERETT FINES MITIGATED FOR \$2,650 TO BE PAID BY 7-12-2022
L	21040001	BROWSKY,BRANDON	667 DEER CREEK HOLLOWS CIR	Chapter 98 - LAND DEVELOPMENT	RESPONDENT NOT PRESENT

				REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	VACATE ORDER ISSUED
--	--	--	--	--	------------------------

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Eugene Seinfeld, Special Magistrate

Date

HILLSBORO INLET DISTRICT
Minutes of Regular Monthly Meeting, Monday, June 20, 2022
Fletcher Hall, 2200 NE 38th Street, City of Lighthouse Point

MEMBERS PRESENT:

Chairman Denise Bryan
Commissioner Scott Loesel
Commissioner Tyler Chappell (Via Zoom)
Commissioner Hank Sarkis
Commissioner Randy Strauss (Arrived 6:38 PM)
Commissioner Robert O'Neill

OTHERS PRESENT:

David N. Tolces, General Counsel, Weiss Serota Helfman
Cole & Bierman, P.L.
Captain Woodworth R. Draughon III
Assistant Captain, Alexander Cuevas
District Accountant Robert Andrews
Commissioner Everett Marshall III, Lighthouse Point
Christopher Creed, P.E., D.CE, Olsen Associates, Inc.
Edward Sheets, President, Bargeworx, LLC
Kimberly Longo, District Secretary

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 May 16, 2022 Regular Meeting Minutes was made by Commissioner Loesel and seconded by Commissioner O'Neill.

Chair Bryan	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner Sarkis	Yes
Commissioner O'Neill	Yes

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

Chair Bryan discussed moving the discussion of the elbow barge update and the North Jetty update up in the agenda to allow the Bargeworx and Olsen Associates representatives to be heard first.

A Motion to move the Elbow Barge Update/Contract for Purchase and North Jetty Update to 6. a. and 6. b., respectively was made by Commissioner O'Neill and seconded by Commissioner Loesel.

Chair Bryan	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner Sarkis	Yes

Commissioner O'Neill Yes

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

APPROVAL OF OUTSTANDING BILLS: A Motion was made by Commissioner O'Neill and seconded by Commissioner Loesel for approval of all outstanding bills in the amount of \$45,063.50. The bills were reviewed and discussed in detail.

Chair Bryan	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner Sarkis	Yes
Commissioner O'Neill	Yes

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

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

Chair Bryan	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner Sarkis	Yes
Commissioner O'Neill	Yes

The motion to approve current month's expenses was approved unanimously. (5-0)

DREDGE LOG: Captain Draughon presented the Inlet depth chart, which depicted five (5') feet controlling depth seaward and ten (10') feet controlling depth shoreward. There was 19 hours of dredging time, resulting in about 8,550 yd³ of sand bypassed to Pompano Beach. Captain Draughon also advised there was 3.5 hours of dredging time outside the channel, resulting in 1,575 yd³ of sand placed onto the Coast Guard Beach.

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

1. Anchor repair;
2. Purchase and install new custom electrical work and piping Fatboy compressor in the amount of \$4,000.00 to pump up tires on crane (Captain Draughon showed a picture of the compressor to the Board); and
3. Performed preventive maintenance

PUBLIC COMMENTS: No public comments.

OLD BUSINESS:

UPDATE – ELBOW BARGE RFP: Edward Sheets of Bargeworx LLC appeared via zoom and discussed the scope of the work and to review the necessity for the specific construction style of the barge relating to service impact and environmental impact. He also discussed the drawings that were provided to the District and the original scope of the request. The Board asked Mr. Sheets questions relating to the drawings and the production of the pieces of the barge.

Mr. Sheets advised that the order will take six to eight weeks from the receipt of the deposit to obtain the materials and delivery to the District.

A motion was made by Commissioner Loesel to approve the Bargeworx, LLC Contract in the amount of \$242,370.00 for the building of the elbow barge and seconded by Commissioner Strauss.

District Secretary Kimberly Longo called roll:

Chair Bryan	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner Sarkis	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes

The motion was approved unanimously. (6-0)

NORTH JETTY DISCUSSION: Chris Creed of Olsen Associates, Inc. appeared via zoom to discuss the proposed North Jetty Signage proposal with the Board in the amount of \$25,500.00 which includes North Jetty signage, survey, design, permitting, plans and specs and compliance. The Board asked questions and discussed their concerns relating to liability issues of the signage being installed.

Commissioner Chappell advised the Board that the District is missing out on state funding. Chair Bryan stated that the District needs to look into grants that the District may be entitled to apply for. Mr. Creed advised that the District would be considered an eligible applicant for public assistance funding through FEMA. Attorney Tolces advised that a study will need to be done in order to apply for assistance and would need to be prepared before the end of July. Mr. Creed advised they need some level of documentation from the District. He will look into and provide the necessary funding applications from FEMA and the state and bring the information back to the July meeting.

A motion was made by Commissioner Chappell to approve Olsen Associates, Inc.'s proposal as presented for the North Jetty Signage or potential for buoys to be installed without impact to hard bottom coral (Survey, Design, Permitting, Plans and Specs and Compliance) in the amount of \$25,500.00 and seconded by Commissioner Strauss.

District Secretary Kimberly Longo called roll:

Chair Bryan	Yes
Commissioner Loesel	No
Commissioner Chappell	Yes
Commissioner Sarkis	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	No

The motion was approved. (4-2)

NEW BUSINESS:

BUDGET UPDATE FOR 2022-2023 FISCAL YEAR: District Accountant Robert Andrews discussed projections for the 2022-2023 fiscal year with the Board. Chair Bryan suggested that the District to with the 0.0999 millage rate. The District will bring back to the July.

LINE OF CREDIT WITH TRUIST BANK: District Account Robert Andrews advised that the Truist Bank line of credit renewal documents will be provided at the July meeting.

Attorney Tolces discussed the possibility of having the District meeting on July 11, 2022 due to scheduled summer vacations and budget discussions.

A motion was made by Commissioner Loesel to move the District's meeting to July 11, 2022 and seconded by Commissioner O'Neill.

Chair Bryan	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner Sarkis	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes

The motion was approved unanimously. (6-0)

COMMISSIONER COMMENTS: None.

GENERAL COUNSEL COMMENTS: None.

Motion was made by Commissioner O'Neill to adjourn the meeting and seconded by Commissioner Loesel. The meeting was adjourned at 8:35 PM by Chair Bryan.

Respectfully submitted,

Kimberly Longo, District Secretary



City Commission Meeting - August 2, 2022

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, August 2, 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 August 2, 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 August 2, 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 August 2, 2022.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/88450939269?pwd=UG4wcZJaYnF6cG9ybklMazdHd000dz09>
 - 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: 884 5093 9269#, Participant ID: #, Passcode: 396786#

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 August 2, 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. 2022-1398

Agenda Date: 8/2/2022

Status: PUBLIC HEARINGS

In Control: City Commission

Title

P.H. 2022-067: Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a \$20,000 increase to the maximum award amounts available for assistance to low income and moderate income households under the Purchase Assistance and Homeowner Rehabilitation Affordable Housing Programs; 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 administers affordable housing programs funded through federal and state grants from the U.S. Department of Housing and Urban Development and the State of Florida. The City's affordable housing programs include the Purchase Assistance Program and Homeowner Rehabilitation Program, which are designed to serve low- and moderate-income households. Low income describes a family at or below 80% of area median income. Moderate income describes a family at or below 120% of area median income. The median income is determined annually by the U.S. Department of Housing and Urban Development.

The Purchase Assistance Program provides income-eligible first-time homebuyers with down payment and closing cost assistance to purchase a residential property in the City of Deerfield Beach. The Homeowner Rehabilitation Program provides income-eligible households in the City with home repair and/or rehabilitation assistance to correct code violations, address health and safety issues, eliminate unsafe and substandard living conditions, and address accessibility for special needs and the elderly.

The maximum award amounts for the aforementioned housing programs are as follows: Low Income - \$50,000; and Moderate Income - \$20,000. The award is provided as a 0% interest deferred loan with a loan term that ranges from five to 15 years based on the award amount. Repayment is not required at the end of the loan term if all program conditions are met. The loan is forgiven based on an annual prorated amount.

Current Activity

The housing crisis has negatively impacted affordable housing in the City of Deerfield Beach. Consequently, the City would like to increase the maximum award amount for the Purchase Assistance and Homeowner Rehabilitation Programs. On April 4, 2022, the City's Affordable Housing Advisory Committee made a recommendation to increase the maximum award amounts by \$20,000. The proposed maximum award amount to assist low- and moderate-income households are as

follows: Low Income - \$70,000; and Moderate Income - \$40,000.

Home prices have increased in the City of Deerfield Beach. The median sale price for a home in Broward County increased by 21.54% between May 2021 and May 2022, according to the Broward Property Appraiser. Additionally, the cost for home rehabilitation and repairs, inclusive of materials, equipment, and labor has increased due to inflation.

Increasing the aforementioned affordable housing programs' maximum award amount will help the City combat the housing crisis and effectively serve low- and moderate-income households through the programs.

Recommendation

It is recommended that the City Commission approve a \$20,000 increase to the low income and moderate income maximum award amounts available through the Purchase Assistance and Homeowner Rehabilitation Programs.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A \$20,000 INCREASE TO THE MAXIMUM AWARD AMOUNTS AVAILABLE FOR ASSISTANCE TO LOW INCOME AND MODERATE INCOME HOUSEHOLDS UNDER THE PURCHASE ASSISTANCE AND HOMEOWNER REHABILITATION AFFORDABLE HOUSING PROGRAMS; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City administers affordable housing programs funded through federal and state grants from the U.S. Department of Housing and Urban Development (“HUD”) and the State of Florida; and

WHEREAS, the City’s affordable housing programs include the Purchase Assistance Program and Homeowner Rehabilitation Program, which are designed to serve low income and moderate income households (collectively, the “Programs”); and

WHEREAS, under the Programs, “low income” describes a family at or below 80% of area median income and “moderate income” describes a family at or below 120% of area median income; and

WHEREAS, the median income is determined annually by HUD; and

WHEREAS, currently, the maximum award amounts under the Programs are \$50,000 per award for low income and \$20,000 per award for moderate income; and

WHEREAS, on April 4, 2022, the City’s Affordable Housing Advisory Committee recommended increasing the maximum award amounts by \$20,000; and

WHEREAS, the proposed maximum award amounts to assist low income and moderate income households are \$70,000 per award for low income and \$40,000 for moderate income; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve a \$20,000 increase to the maximum award amounts available to low income and moderate income households under the Purchase Assistance and Homeowner Rehabilitation Programs.

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 a \$20,000 increase to the maximum award amounts available to low income and moderate income households under the

Purchase Assistance and Homeowner Rehabilitation Programs. The maximum award amounts under the Programs shall be \$70,000 per award for low income, and \$40,000 per award for moderate income.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1399

Agenda Date: 8/2/2022

Status: PUBLIC HEARINGS

In Control: City Commission

Title

P.H. 2022-068: Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Fiscal Year 2022/2023 Community Development Block Grant ("CDBG") Annual Action Plan; providing for implementation and an effective.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The U.S. Department of Housing and Urban Development (HUD), Community Development Block Grant (CDBG) Entitlement Program provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons. The City of Deerfield Beach is a CDBG entitlement community and has been receiving an annual funding allocation from HUD since 2000.

As a funding requirement, CDBG entitlement communities are required to develop a three to five-year Consolidated Plan to assess their affordable housing and community development needs and market conditions. The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan.

On June 16, 2020, the City Commission adopted the 5-year Consolidated Plan for Fiscal Years 2020-2024. The priorities in the plan include: increasing access to affordable housing, providing for infrastructure improvements; and increasing access to public services.

Current Activity

The City of Deerfield Beach Fiscal Year 2022-2023 CDBG allocation is \$659,734. The Annual Action Plan, which identifies the City's housing and community development activities that will be funded with CDBG funds in Fiscal Year 2022-2023, is due to HUD by August 16, 2022. The proposed use of the funding is outlined in the table below. Each activity aligns with the aforementioned priorities of the City's 5-year Consolidated Plan.

CDBG Activity	Description	Fiscal Year 2022-2023 Allocation
Homeowner Rehabilitation Program	Provides income-eligible households in the City with home repair and/or rehabilitation assistance to correct code violations, address health and safety issues, eliminate unsafe and substandard living conditions, and address accessibility for special needs and the elderly.	\$ 272,787.00
Purchase Assistance Program	Provides income-eligible first-time homebuyers with down payment and closing cost assistance to purchase a residential property in the City of Deerfield Beach.	\$ 70,000.00
Senior Transportation Program	Provides transportation services for seniors 62 years and older to and from multiple locations in the City including, the NE Focal Point Center, medical appointments, pharmacies, grocery and department stores, the post office, libraries, parks, beach etc.	\$ 25,000.00
Senior Services - Health and Wellness	Provides health support services to address the physical, mental and social needs of Deerfield Beach residents 62 years and older.	\$ 10,000.00
Sidewalk Improvement Program	Sidewalk installations in city neighborhoods with at least 51% low- and moderate-income persons	\$ 150,000.00
Program Administration	Planning and Administration costs for the CDBG program	\$ 131,947.00
Total		\$ 659,734.00

Citizen participation played an integral role in the development of the proposed Fiscal Year 2022-2023 Action Plan. A predevelopment public meeting was held in coordination with the City's Affordable Housing Advisory Committee meeting on February 7, 2022 and a public hearing was held on July 18, 2022, to obtain public input about the draft plan. Citizens also had an opportunity to review and comment on the proposed plan during the 30-day public comment period, which ran from July 2, 2022 through July 31, 2022.

Recommendation

It is recommended that the City Commission approve the City of Deerfield Beach CDBG Annual Action Plan for Fiscal Year 2022-2023 and authorize submittal to the U.S. Department of Housing and Urban Development.

RESOLUTION NO. 2022/

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORIDA, APPROVING
THE FISCAL YEAR 2022/2023 COMMUNITY
DEVELOPMENT BLOCK GRANT (“CDBG”) ANNUAL
ACTION PLAN; PROVIDING FOR IMPLEMENTATION
AND AN EFFECTIVE DATE**

WHEREAS, the City of Deerfield Beach (the “City”) participates in the U.S. Department of Housing and Urban Development (“HUD”) entitlement allocation formula as a recipient of federal funds; and

WHEREAS, as an entitlement municipality, the City is required by HUD regulations to submit a one year action plan annually as a requirement for the City to receive funds under the CDBG program; and

WHEREAS, the proposed action plan for Fiscal Year 2022/2023 describes the activities to be performed by the City and the amount of funding allocated for each activity; and

WHEREAS, in Fiscal Year 2022/2023, the City will receive \$695,734.00 in CDBG funds; and

WHEREAS, staff recommends that the City Commission approve the Fiscal Year 2022/2023 CDBG Annual Action Plan, attached as Exhibit “A” (the “Action Plan”).

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

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

Section 2. The City Commission hereby approves the Action Plan, attached as Exhibit “A,” and authorizes the appropriate City officials to submit the Action Plan to HUD.

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

Section 4. The 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

EXHIBIT A

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

FISCAL YEAR 2022-2023

DRAFT ACTION PLAN



Prepared by
The City of Deerfield Beach
Community Services Department

Table of Contents

Executive Summary	3
AP-05 Executive Summary - 91.200(c), 91.220(b).....	3
PR-05 Lead & Responsible Agencies – 91.200(b)	6
AP-10 Consultation – 91.100, 91.200(b), 91.215(l)	7
AP-12 Participation – 91.401, 91.105, 91.200€	11
Expected Resources	14
AP-15 Expected Resources – 91.420(b), 91.220(c) (1,2).....	14
Annual Goals and Objectives	16
AP-20 Annual Goals and Objectives – 91.420, 91.220€(3) &€.....	17
AP-35 Projects – 91.420, 91.220(d).....	18
P-38 Project Summary	19
AP-50 Geographic Distribution - 91.420, 91.220(f)	22
AP-75 Barriers to affordable housing -91.420, 91.220(j)	24
AP-85 Other Actions - 91.420, 91.220(k).....	25
AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)	27
EXHIBIT A- PUBLIC COMMENTS.....	28

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The City of Deerfield Beach is located in northeast Broward County, Florida. Incorporated in 1925, the City is approximately 16.3 square miles and has an estimated population of 86,859, according to the U.S. Census.

The City of Deerfield Beach is a U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program entitlement community grantee, receiving an annual grant award since Fiscal Year 2000 to provide decent housing, a suitable living environment, and expand economic opportunities, principally for low and moderate-income persons. The City is also a recipient of an annual grant award through HUD's Home Investment Partnership Program, as a member of the Broward County HOME Consortium, and an annual allocation from the Florida State Housing Initiative Partnership (SHIP) Program to create and preserve affordable housing.

The Annual Action Plan outlines the City's CDBG housing and community development activities and funding sources for Fiscal Year (FY) 2022-2023, which covers the period beginning October 1, 2022 and ending September 30, 2023. The Action Plan aligns with the community development strategies and priorities in the City's Five-Year Consolidated Plan. The FY 2022-2023 Action Plan represents the third program year of the City's FY 2020-2024 Consolidated Plan.

2. Summarize the objectives and outcomes identified in the Plan

The City of Deerfield Beach has identified three priorities for the FY 2022 - 2023 Community Development Block Grant program which aligns with the City's FY 2020-2024 Consolidated Plan. The priorities are as follows:

Priority 1 – Increase Access to Affordable Housing

The City of Deerfield Beach has been impacted by the housing affordability crisis. To that end, the City will continue to support the preservation of affordable housing in Deerfield Beach. The City provides homeownership programs, designed for low-and moderate-income households, to assist with down payment, closing costs, mortgage and interest buy down assistance for the purchase of a home. The City also provides homeowner rehabilitation programs, designed for low-and moderate-income households, to correct code violations, address health and safety issues, eliminate unsafe and substandard living conditions, and improve accessibility for special needs and the elderly.

Priority II – Provide for Infrastructure Improvements

The City of Deerfield Beach will implement a Sidewalk Improvement project to install new public sidewalks in low-and moderate-income communities.

Priority III – Increase Access to Public Services

The City of Deerfield Beach senior population exceeds 22%, according to the U.S. Census. The City will provide public service programs for seniors in the community. The programs include health and wellness and transportation services.

3. Evaluation of past performance

Annually, the City of Deerfield Beach prepares and submits a Consolidated Annual Performance & Evaluation Report (CAPER) to HUD to account for the accomplishments and progress of the housing and community development activities and goals outlined in the Consolidated Plan and prior year Annual Action Plan. The City's FY 2020-2021 CAPER includes a detailed evaluation of the activities, goals and objectives in the FY 2020-2021 Action Plan and the FY 2022-2024 Consolidated Plan.

Key highlights include the following:

- Assisted seven (7) households with the purchase of a home
- Assisted 11 households with home rehabilitation assistance
- Assisted 53 seniors with transportation services
- Assisted over 100 households with Rental and Utility Assistance
- Assisted four (4) small businesses through the Micro-Enterprise Assistance Program

In Fiscal Year 2020-2021, the following public service programs which services seniors ages 62 years and older were inactive due to the coronavirus pandemic and its potential impacts to the vulnerable population:

- Health & Wellness Program **services resumed in Fiscal Year 2022*
- Alzheimer's Adult Daycare

4. Summary of Citizen Participation Process and consultation process

The Citizen Participation Process is vital to the success of the City's U.S. Department of Housing and Urban Development entitlement funded programs and activities. Citizens were provided with the opportunity to participate in the planning, development, and adoption of the City's FY 2022-2023 Annual Action Plan, in accordance with City's Citizen Participation Plan.

The City held a pre-development meeting to assess the City's housing and community development needs and priorities and two public hearings to obtain input about the City's draft FY 2022-2023 Annual Action Plan. Citizens were provided with an opportunity to review and comment on the Annual Action Plan for a 30-day public comment period that began on July 2, 2022 and ended on July 31, 2022. The public hearings and 30-day comment period were noticed via the local newspaper, City website and social media. Refer to table below for the Citizen Participation Process timeline.

Date	Activity
February 7, 2022	Pre-Development Public Hearing for Citizen Input
July 2, 2022	Notice of Public Hearing and 30-day comment period
July 18, 2022	Public Hearing on draft Annual Action Plan
July 2, 2022 to July 31, 2022	30-day public comment period
July 19, 2022	Notice of Public Hearing
August 2, 2022	Public Hearing on draft Annual Action Plan and plan adoption

Table 1 – Citizen Participation Schedule

5. Summary of public comments

The City received public input/comments during the development of the FY 2022-2023 Annual Action Plan. Please see Appendix B for summary of citizens' comments and City response.

6. Summary of comments or views not accepted and the reasons for not accepting them

All public input was considered during development of the FY 2022-2023 Annual Action Plan.

7. Summary

The City of Deerfield Beach is committed to enhancing and strengthening the quality of life within its community, with an emphasis on its low- and moderate-income population. The Fiscal Year 2022-2023 Annual Action Plan outlines specific housing and community development priorities, activities/programs and goals designed to serve and support low- and moderate-income persons. Public input was integral in developing the Action Plan. The plan provides transparency and a means to evaluate progress towards meeting the identified goals and objectives in the Consolidated Plan.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Aneisha Nicholas	City of Deerfield Beach Community Services Department

Table 2 – Responsible Agencies

Narrative

The City of Deerfield Beach Community Services Department serves as the City's administrator of entitlement funding from the U.S. Department of Housing and Urban Development and State of Florida for housing and community development programs and activities designed to serve low- and moderate-income persons.

Consolidated Plan Public Contact Information

Aneisha Nicholas, Housing and Community Affairs Manager

City of Deerfield Beach

227 NW 2nd Street

Deerfield Beach, FL 33441

954-422-5810

ANicholas@deerfield-beach.com

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

As part of the Citizen Participation Process, the City consulted with a variety of agencies, organizations and association to develop the Fiscal Year 2022-2023 Annual Action Plan The City consulted with City staff, City Commission, government agencies that support LMI households, non-profit agencies and civic associations comprised of community members that engage in affordable housing, residential construction, real estate, urban planning, LMI advocacy, for-profit businesses and banking.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City is coordinating with the Deerfield Beach Housing Authority to utilize their network of resources to increase the impact of CDBG funding on the LMI community. The City has partnered with public agencies such as the Area Agency of Broward County, Broward County School Board, the nonprofit organization Deerfield Beach Cares to provide social services and health and mental services to the City’s senior population and LMI households. The City also partners with the local hospital, Broward Health North, on initiatives that support health and wellness and economic development in neighborhoods within the LMI community.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Deerfield Beach is a municipality in Broward County and coordinates with Broward County’s Homeless Continuum of Care to administer services to address the needs of individuals and families that are homeless or at risk of homelessness. The City consults with the Continuum of Care to determine the state of homelessness in its community, methods to combat homelessness and identify services and programs available to citizens in need of their services.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction’s area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

N/A- The City of Deerfield Beach is not a recipient of ESG funding.

2. **Agencies, groups, organizations and others who participated in the process and consultations.**

DRAFT

Table 3 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Deerfield Beach Affordable Housing Advisory Committee
	Agency/Group/Organization Type	Housing Other government – Local (Civic Organization)
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted with the Affordable Housing Advisory Committee regarding the City's housing and community development needs and priorities. The Board provided input towards the priorities and activities outlined in the Annual Action Plan.
2	Agency/Group/Organization	Deerfield Beach Housing Authority
	Agency/Group/Organization Type	Housing PHA Services – Housing Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs HOPWA Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted with staff at the Deerfield Beach Housing Authority about the City's housing and community development needs and priorities. Staff discussed how the ongoing housing crisis has impacted housing in the City of Deerfield Beach and provided input about the programs and activities outlined in the Annual Action Plan to assist the City's LMI population. Staff recommended strategies to increase the impact of the CDBG program.
3	Agency/Group/Organization	Deerfield Beach Family Empowerment, Inc
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Deerfield Beach has partnered with Deerfield Beach Family Empowerment, Inc. to implement affordable housing programs designed for the City's LMI population. Consulted DBFE staff to determine the effectiveness of existing programs and activities and develop strategies to increase the impact of CDBG funding. Discussed increasing the subsidy awarded to assist eligible applicants and partnering with local non-profit organizations and agencies to increase the program impact.

Identify any Agency Types not consulted and provide rationale for not consulting

The City did not exclude any agency types from the Citizen Participation process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Deerfield Beach Comprehensive Plan – Housing Element	City of Deerfield Beach Planning and Development Services Department	Outlines the City's policies and goals for the preservation and expansion of the City's housing stock.
Continuum of Care (CoC)	Broward County Homeless Initiative Partnership	Addresses issues pertaining to homelessness, and outlines programs and services available to assist the City's homeless population and households at risk of becoming homeless.
Deerfield Beach State Housing Initiatives Partnership Local Housing Assistance Plan	City of Deerfield Beach – Community Services Department	Details the City's strategies to produce and preserve affordable housing. Designed to serve very low, low- and moderate-income families

Table 4 – Other local / regional / federal planning efforts

AP-12 Participation – 91.401, 91.105, 91.200€

4. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal setting

The Citizen Participation Process was integral in developing the Fiscal Year 2022-2023 Annual Action Plan as it supported the identification of housing and community development needs to effectively serve low- and moderate-income persons and neighborhoods in the City. Public input from the Citizen Participation Process supports the activities, programs and goals outlined in the Action Plan.

In accordance with 24 CFR 91.105, the City of Deerfield Beach provided citizens with reasonable notice to public meetings and an opportunity to comment on the Draft Annual Action Plan prior to adoption. The Citizen Participation process involved the following:

- Pre-Development public meeting in coordination with the City's Affordable Housing Advisory Committee;
- Two Public Hearings to obtain public input about the draft Annual Action Plan; and
- Draft Annual Action Plan 30-day Public Comment Period.

The public hearings and 30-day comment period were noticed via the Sun Sentinel, a newspaper of general circulation, and the City's website. The City made available to citizens, public agencies, and other interested parties a copy of the draft Fiscal Year 2022-2023 Annual Action Plan and a summary of the proposed projects with their respective funding allocation.

The Community Services Department also consulted with City staff, the local public housing authority and a non-profit organization that supports the implementation of LMI affordable housing assistance programs for input on the activities, strategies and goals outlined in the Fiscal Year 2022-2023 Annual Action Plan.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Broad Community Outreach	N/A	N/A	N/A	
2	Internet Outreach	Broad Community Outreach	N/A	N/A	N/A	
3	Public Hearing	Broad Community Outreach	<i>Will add after Commission meeting</i>	N/A	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Pre-Development Meeting	Broad Community Outreach Civic Association Residents LMI agencies	City Staff provided information about programs and discussed plans to address citizens recommendations and concerns; 15 Citizens were in attendance.	Increase impact of funding; Increase LMI housing assistance maximum award amount due to housing crisis; Implement painting assistance with Home Rehab	N/A	
5	30-Day Public Comment Period	Broad Community Outreach	TBD	TBD	TBD	

Table 5 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.420(b), 91.220(c) (1,2)

Introduction

The City receives annual federal funding from the U.S. Department of Housing and Urban Development (HUD) as an entitlement community through the Community Development Block Grant (CDBG) Program and a HOME Investment Partnerships Program (HOME) consortium member. The City is also a recipient of annual funding from the State of Florida through the State Housing Initiatives Partnership Program (SHIP) to produce and preserve affordable housing in the Deerfield Beach community. The table below provides a breakdown of the City's anticipated funding allocation from CDBG, HOME and SHIP in Fiscal Year 2022-2023.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public - Federal	Housing; Public Service; Public Infrastructure	\$659,734			\$659,734		Entitlement grantee with a funding allocation of \$659, 734 in FY 22/23
HOME Consortium	Public - Federal	Housing	\$230,781			\$230,781		Member of Broward County HOME Consortium expecting an estimated allocation of \$230,781 in FY 22/23
State Housing Initiatives Partnership	Public - State	Housing	\$833,093			\$833,093		Florida SHIP grantee with a funding allocation of \$833,093 in FY 22/23

Annual Action Plan
2023

14

Table 6 – Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

City of Deerfield Beach utilizes federal and state funding to implement the initiatives outlined in the Fiscal Year 2022-2023 Annual Action Plan. Federal funding is leveraged with state funding to increase the impact of the activities and project to low- and moderate-income persons in Deerfield Beach. Matching funds is not a requirement for any of the initiatives outlines in the Annual Action Plan.

If appropriate, describe, which does not require a matching.

Not Applicable

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City has an inventory of locally owned public land suitable for affordable housing and has transferred the deed of some designated properties to non-profit developers to create affordable housing for low- and moderate-income persons in the City of Deerfield Beach.

Annual Goals and Objectives

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Rehabilitation	2022	2023	Affordable Housing	Citywide	Home Repair Assistance for Homeowners	CDBG: \$272,787	Homeowner Housing Rehabilitated: 4 LMI
2	Homebuyer Assistance	2022	2023	Affordable Housing	Citywide	Affordable Homeownership	CDBG: \$70,000	Direct Financial Assistance to Homebuyers: 1 LMI
3	Public Improvement	2022	2023	Non-Housing Community Development	Deerfield Beach Census Tracts with at least 51% LMI residents	Public Facilities, Facility Improvements, Public Infrastructure	CDBG: \$150,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing.Benefit:2,000 Person Assisted.
4	Public Service – Senior Transportation	2022	2023	Non-Housing Community Development	Citywide	Public Service	CDBG: \$25,000	Public service activities other than Low/Moderate Income Housing Benefit: 50 Persons Assisted
5	Public Service Health & Wellness	2022	2023	Non-Housing Community Development	Citywide	Public Service	CDBG: \$10,000	Public service activities other than Low/Moderate Income Housing Benefit: 25 Persons Assisted
6	Planning and Administration	2022	2023	Non-Housing Community Development	Citywide	Administration	CDBG: \$131,947	Oversee the administration, development and implementation of the program

Annual Action Plan
2023

16

AP-20 Annual Goals and Objectives – 91.420, 91.220€(3) &€

Goals Summary Information

Table 7 – Goals Summary

Goal Descriptions

1	Goal Name	Housing Rehabilitation
	Goal Description	To provide homeowner rehabilitation assistance to low-and moderate-income homeowners who are experiencing conditions in and around their homes that pose a threat to their health, safety, and welfare.
2	Goal Name	Homebuyer (Purchase) Assistance
	Goal Description	To assist eligible low-and moderate-income homebuyers with the purchase of an existing or newly constructed (with a Certificate of Occupancy) home.
3	Goal Name	Public Improvement/Infrastructure – Sidewalk Improvement Program
	Goal Description	To facilitate public improvement and infrastructure projects within LMI neighborhoods (CDBG target areas) in Deerfield Beach.
4	Goal Name	Public Service – Senior Transportation
	Goal Description	To provide transportation services to seniors in the Deerfield Beach community.
5	Goal Name	Public Service – Health and Wellness Program
	Goal Description	To provide health and wellness services to seniors in the Deerfield Beach community.

AP-35 Projects – 91.420, 91.220(d)

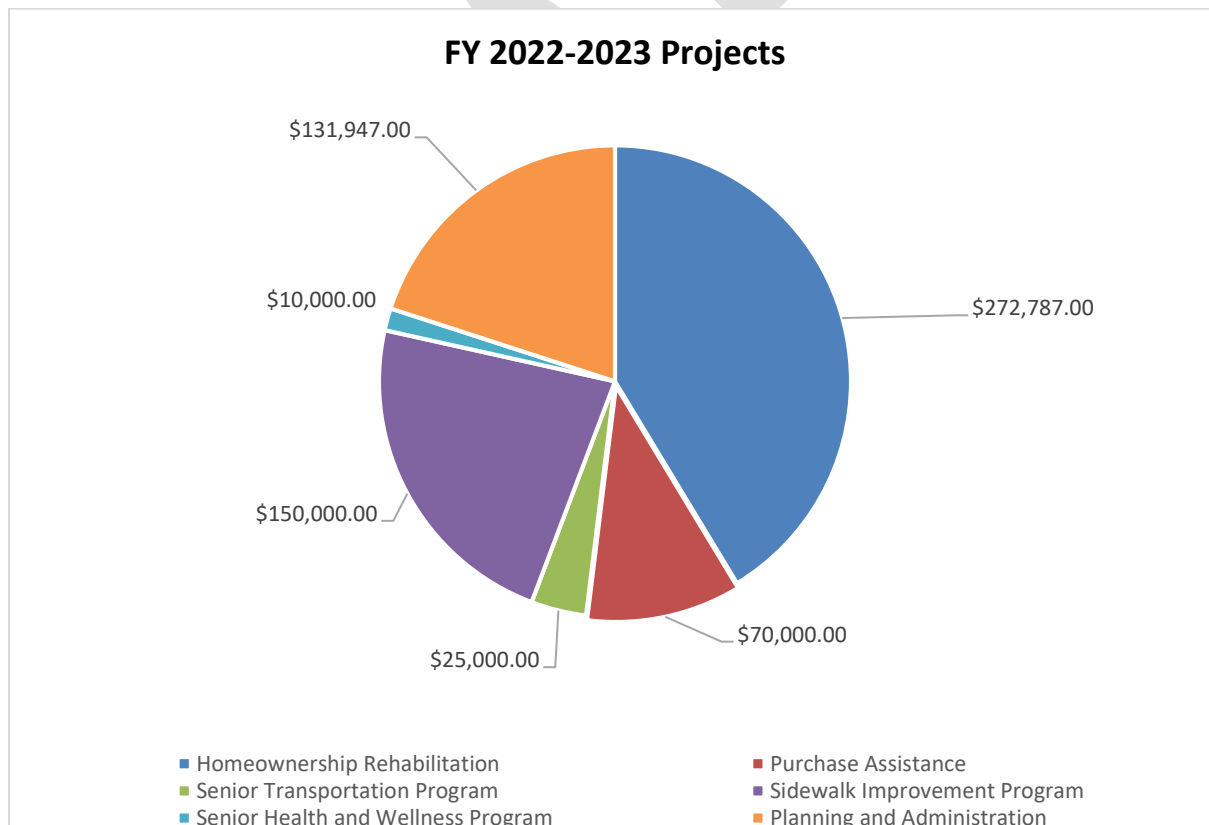
Introduction

The Fiscal Year 2022 - 2023 Annual Action Plan is the third program year plan under the City's Fiscal Year 2020-2024 Consolidated Plan. The projects and activities which are recommended for funding in Fiscal Year 2022 - 2023 are in alignment with the priorities of the Consolidated Plan.

#	Project Name	Amount
1	Homeownership Rehabilitation	\$272,787
2	Purchase Assistance	\$70,000
3	Senior Transportation Program	\$25,000
4	Senior Health and Wellness	\$10,000
5	Sidewalk Improvement Program	\$150,000
6	Planning and Administration	\$131,947

Table 8 – Project Information

Graph 1: Allocated Funds



Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City of Deerfield Beach is committed to improving the quality of life for low- and moderate-income persons in the community. Decent housing and a suitable living environment are products of the housing assistance, public service activities and public infrastructure projects that have been prioritized for implementation in Fiscal Year 2022-2023 to serve the City's LMI population.

Grant funding is the City's primary source of funding to implement the prioritized projects and activities. Consequently, the main obstacle is limited or decreased grant funding. The City's federal and state funding allocations fluctuate annually which makes planning for and meeting the needs of the City's LMI population challenging. This obstacle is compounded by the ongoing housing crisis and inflation. Home prices have significantly increased in the City of Deerfield Beach. The median sale price for a home in Broward County increased by 21.54% between May 2021 and May 2022, according to the Broward Property Appraiser. Additionally, the increased cost of goods and services due to inflation is expected to negatively impact the level of assistance the City can provide to LMI persons.

P-38 Project Summary

Project Summary Information

1	Project Name	Homeownership Rehabilitation
	Target Area	Citywide
	Goals Supported	Housing Rehabilitation
	Needs Addressed	Maintaining Affordable Housing
	Funding	CDBG: \$272,787
	Description	The goal is to provide Homeowner Rehabilitation assistance to homeowners who are experiencing conditions in and around their homes that pose a threat to their health, safety, and welfare.
	Estimate the number and type of families that will benefit from the proposed activities	4 LMI households
	Planned Activities	Homeowner Rehabilitation
2	Project Name	Purchase Assistance
	Target Area	Citywide

	Goals Supported	Homebuyer Assistance
	Needs Addressed	Expanding affordable housing
	Funding	CDBG: \$70,000
	Description	Purchase Assistance
	Estimate the number and type of families that will benefit from the proposed activities	1 LMI Households
	Planned Activities	Purchase Assistance
3	Project Name	Sidewalk Improvement Program
	Target Area	Census Tracts with at least 51% LMI
	Goals Supported	Public Improvements
	Needs Addressed	Public Improvements - Infrastructure
	Funding	CDBG: \$150,000
	Description	The scope of work involves sidewalk installations.
	Estimate the number business that will benefit from the proposed activities	Approximately 2,000 LMI Families
	Planned Activities	Administration of the Program
4	Project Name	Senior Transportation Program
	Target Area	Citywide
	Goals Supported	Public Service - Senior Transportation
	Needs Addressed	Public Service - Senior Transportation
	Funding	CDBG: \$25,000
	Description	The Senior Transportation program is made available to persons 62 years and older who need transportation. The bus service may include the following locations Monday through Friday: To and from the NE Focal Point Senior Center, medical appointments, pharmacies for prescriptions, grocery and department stores, local malls, libraries, post offices, local parks, beaches and local restaurants.
	Estimate the number and type of families that will benefit from the proposed activities	50
	Location Description	Citywide
	Planned Activities	Transportation Services.
	Project Name	Senior Health and Wellness

5	Target Area	Citywide
	Goals Supported	Public Service
	Needs Addressed	Public Service
	Funding	CDBG: \$10,000
	Description	Provide health support services to fulfill the physical, mental and social needs of Deerfield Beach residents 62 years old and older.
	Estimate the number and type of families that will benefit from the proposed activities	25
	Planned Activities	Public Service- Seniors.
6	Project Name	Planning and Administration
	Target Area	Citywide
	Goals Supported	Housing Rehabilitation Homebuyer Assistance Public Improvements Public Service - Senior Transportation Public Service
	Needs Addressed	Housing Rehabilitation Purchase Assistance Public Service Public Improvements
	Funding	CDBG: \$131,947
	Description	Administration of the Programs.
	Estimate the number and type of families that will benefit from the proposed activities	
	Planned Activities	Administration of the Programs.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Deerfield Beach is located in northeastern Broward County, Florida. According to the U.S. Census, the City's population is 86,339. The median household income in the City is \$47,183, according to the U.S. Census American Community Survey (ACS) 2016-2020 and the percent of persons in poverty is 16.8%.

The affordable housing and public service activities outlined in the Fiscal Year 2022-2023 Action Plan are designed to serve low- and moderate-income persons citywide. The public infrastructure project which involves sidewalk installations will benefit areas in the City where at least 51% of the residents are low- and moderate-income persons.

The attached CDBG Target Area Map shows Census Block Groups citywide and outlines areas in the City with 51% and greater low- and moderate-income residents.

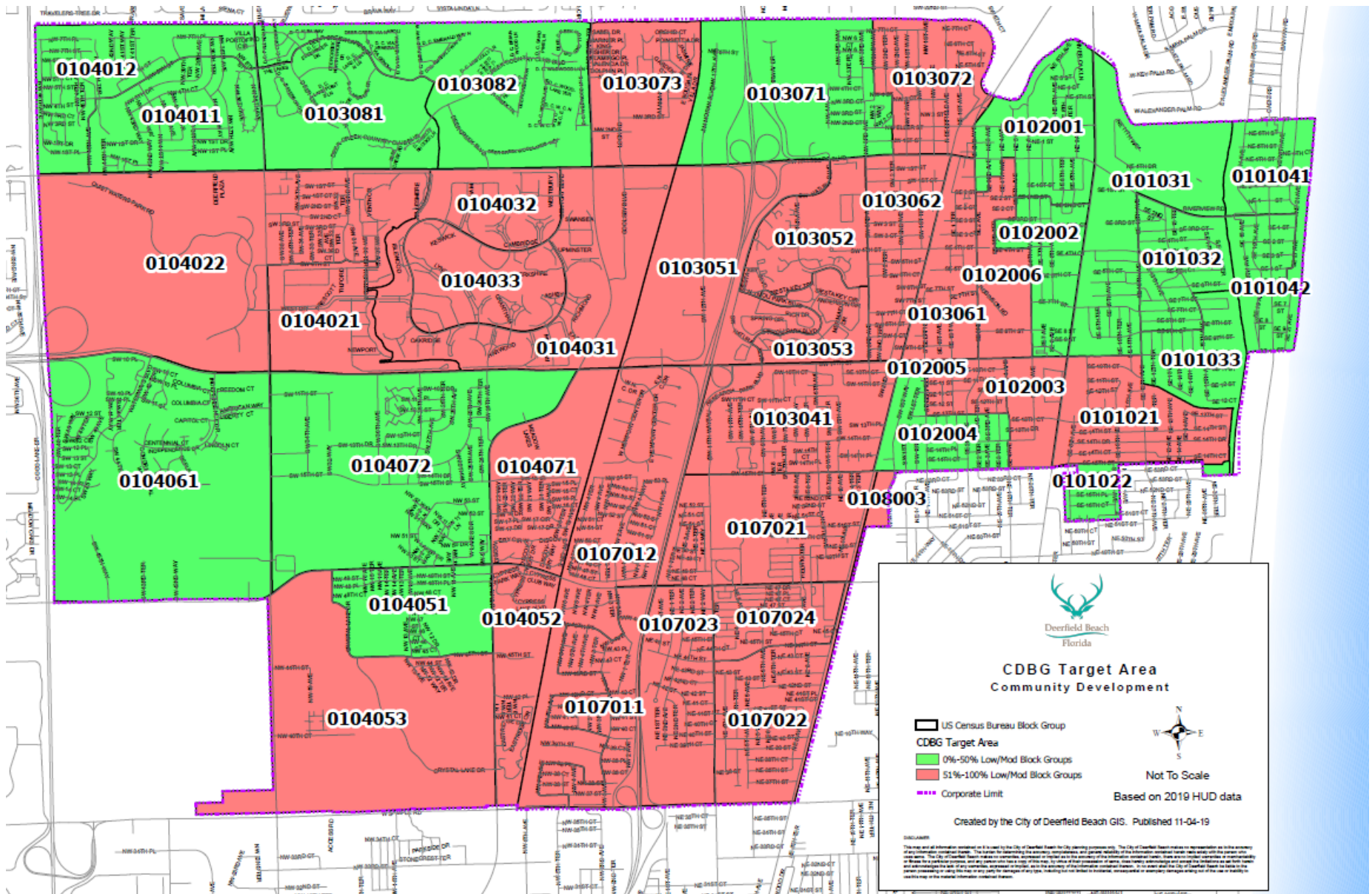
Geographic Distribution

Target Area	Percentage of Funds
Citywide	77.3%
Census Block Group	22.7%

Table 9 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City has allocated over 77% of its CDBG funding citywide to provide affordable housing and a suitable living environment for low- and moderate-income persons and promote accessibility and health and wellness for the senior population. About 22% of the CDBG funding is targeting low- and moderate-income neighborhoods to help improve accessibility and the overall quality of life.



Annual Action Plan
2023

23

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The City of Deerfield Beach housing market poses significant barriers to affordable housing. Housing costs in Deerfield Beach has increased. Like much of America, the City has been experiencing a housing crisis due to a dramatic increase in the cost of homes, land, construction materials, labor, gas, etc. Additionally, about 60 percent of the housing inventory in Deerfield Beach is more than 40 years of age, according to the U.S. Census. The age of housing stock presents the challenge of maintaining quality housing so that inventory does not shrink as units fall into disrepair.

Housing conditions are an important aspect of the Deerfield Beach community quality of life, particularly for low- and moderate-income residents, of which the City has a relatively high LMI percentage. Considering rising housing costs and the age of existing housing stock the City is committed to producing and preserving affordable housing in Deerfield Beach.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City is in the process of updating its Comprehensive Plan. The Housing Element of the Comprehensive Plan provides guidance to develop appropriate plans and policies to meet identified or projected deficits in the supply of housing for moderate income, low income, and very low income households, group homes, foster care facilities, and households with special housing needs, including rural and farm worker housing. The related goals and objectives listed in the Housing Element of the Comprehensive Plan include the following:

GOAL HS 1.0: Provide sufficient quantity of safe and adequate housing which is affordable to all income groups in Deerfield Beach.

Objective HS 1.1: Provide for adequate and affordable housing for the existing population, anticipated population growth, and households with special housing needs.

Objective HS 1.2: Continue to employ existing housing implementation programs and revise existing and formulate new housing implementation programs when the City determines such programs will better provide for adequate and affordable housing in compliance with State and Federal relocation housing regulations.

Objective HS 1.3: Assist in the elimination of substandard housing conditions, and for the structural and aesthetic improvement of existing housing while guiding the conservation, rehabilitation or demolition of housing as needed.

Objective HS 1.5: Provide adequate housing sites and distribution of housing for workforce, moderate, low, and very low-income households.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

This section addresses the City of Deerfield Beach's planned actions to foster and maintain quality affordable housing, continue the mitigation of lead-based paint hazards in homes occupied by low- and moderate-income individuals, reduce the number of households in poverty through various services, programs and coordination of service providers. The City will continue to undertake an educational campaign on fair housing, to ensure that Deerfield Beach residents have the widest range of housing choices.

Actions planned to address obstacles to meeting underserved needs

The City of Deerfield Beach is committed to identifying opportunities to produce and preserve affordable housing, improve housing conditions and expand economic opportunities for its low- and moderate-income population. The City shall keep apprised of and shall consider implementation of all federal, state, and local housing subsidy programs in which the City is eligible to participate. The City shall consider increasing the housing assistance subsidy awarded to low- and moderate-income persons through its affordable housing assistance programs to aid in combatting the ongoing housing crisis. The City shall also increase marketing efforts through targeted promotion and creative campaigns to increase public awareness of the affordable housing programs designed to serve low- and moderate-income persons.

Actions planned to foster and maintain affordable housing

The City intends to foster and maintain affordable housing in the City with the support of federal and state resources and coordinated efforts with public and private agencies and organizations. Public and private efforts will include coordination with private developers, especially those providing low- and moderate-income housing; Community Housing Development Organization; the Deerfield Beach Housing Authority; the Broward County Housing Authority; the Broward County Housing and Community Development Division; and the Broward Housing Partnership.

The City has also established an Affordable Housing Advisory Committee who reviews the City's established policies, ordinances, land development regulations and comprehensive plan and recommend specific actions or initiatives to encourage or facilitate affordable housing Deerfield Beach.

Actions planned to reduce lead-based paint hazards

The City will continue to ensure that its affordable housing programs and projects comply with lead paint regulations. All appropriate lead hazard disclosures, brochures and testing will be communicated, distributed and performed, respectively, in compliance with Federal regulations for homes built prior to 1978. If abatement is required, specifications by a certified lead contractor will be incorporated into the housing activity/project work write up. These actions will prevent lead

poisoning and hazards in the community.

Actions planned to reduce the number of poverty-level families

The poverty rate in Deerfield Beach is 16.8 percent, according to the U.S. Census. The City will continue to prioritize federal and state funding for affordable housing programs and activities and economic development opportunities. Grant management is centralized in the City of Deerfield Beach Community Services Department. The Community Services Department will continue to work closely with the City's Economic Development Department to identify, provide and fund initiatives that promote job readiness and career opportunities for low- and moderate-income persons and economic expansion in the City of Deerfield Beach. The City also collaborates with the Broward County Continuum of Care, Deerfield Beach Housing Authority and other Broward County agencies to support projects and programs designed to reduce poverty in the City.

Actions planned to develop institutional structure

The City of Deerfield Beach Community Services Department oversees the administration of entitlement and competitive grants citywide pre and post award. This centralized structure enables the City to strengthen relationships with departments within the City and foster collaboration with residents, public and private agencies, organizations and grant funders to aid in identifying housing and community development needs, and opportunities to leverage federal, state and local resources to provide decent housing, a suitable living environment and expand economic opportunities for low- and moderate-income persons in the City.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Deerfield Beach housing stock has historically been constructed by the private sector. As such, the City is committed to strengthening relationships with public and private housing and social service agencies. The City works closely with the Deerfield Beach Public Housing Authority and utilizes their network of social service agencies to increase the impact of the City's affordable housing and public service programs, projects and activities. The City participates in interagency committees created to coordinate public, private and community-based efforts to expand affordable housing and economic development initiatives. Staff in the Community Services Department will continue attending affordable housing workshops to keep abreast of initiatives and regulations, identify best practices that can be implemented in the City and build on existing public and private collaborations to better serve the Deerfield Beach community.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

The City may generate Program Income from the Community Development Block Grant Program (or other entitlement programs) funded Homeowner Rehabilitation and Purchase Assistance programs. Program Income is recaptured if an LMI recipient of funding through the aforementioned programs defaults on the terms of their award amount, which is structured as a 0% deferred loan that converts to a grant at the end of the loan term (i.e. affordability period). In accordance with the loan terms, the City requires repayment of the award amount based on an annual prorated amount.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1	The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$0
2	The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	\$0
3	The amount of surplus funds from urban renewal settlements	\$0
4	The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	\$0
5	The amount of income from float-funded activities	\$0
	Total Program Income	\$0

Other CDBG Requirements

1. The amount of urgent need activities
N/A

EXHIBIT A- PUBLIC COMMENTS

DRAFT



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1376

Agenda Date: 8/2/2022

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2022-069: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 38 "FINANCE AND TAXATION" OF THE CITY CODE OF ORDINANCES, ARTICLE IV, "ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF CITY PROPERTY," SECTION 38-133 "FEDERAL AND STATE PROJECTS; FEDERAL GRANTS" TO INCREASE THE SUBSIDY APPROVAL THRESHOLDS FOR THE RESIDENTIAL REHABILITATION PROGRAM; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City administers affordable housing programs funded through federal and state grants from the U.S. Department of Housing and Urban Development ("HUD") and the State of Florida. The City's affordable housing programs include the Purchase Assistance Program and Homeowner Rehabilitation Program, which are designed to serve low- and moderate-income households. Low income describes a family at or below 80% of area median income and moderate income describes a family at or below 120% of area median income. The median income is determined annually by HUD.

Current Activity

The Homeowner Rehabilitation Program provides income-eligible households in the City with home repair and/or rehabilitation assistance to correct code violations, address health and safety issues, eliminate unsafe and substandard living conditions, and address accessibility for special needs and the elderly (the "Program"). Section 38-133 of the City Code provides for a threshold amount of \$50,000 for awards under the Program by the City. The maximum award amount for low income per the Program Plan is \$50,000 and the maximum award amount for moderate income is \$20,000.

On April 4, 2022, the City's Affordable Housing Advisory Committee recommended increasing the maximum award amounts by \$20,000. The proposed maximum award amounts to assist low- and moderate-income households are as follows: low income - \$ 70,000 and moderate income - \$40,000.

Recommendation

Staff recommends approval of the Ordinance to amend Section 38-133 to increase the threshold subsidy approval amount for the Program to \$70,000 for consistency with the Program Plan maximum award increases.

**CITY OF DEERFIELD BEACH, FLORIDA
NOTICE OF PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED that a public hearing will be before the City Commission on **Tuesday, August 2, 2022** at 7:00 p.m. in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida and utilizing communications media technology with some City staff participating through video conferencing via Zoom (virtual meeting), to consider the adoption of the following ordinances:

P.H. 2022-069: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 38 "FINANCE AND TAXATION" OF THE CITY CODE OF ORDINANCES, ARTICLE IV, "ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF CITY PROPERTY," SECTION 38-133 "FEDERAL AND STATE PROJECTS; FEDERAL GRANTS" TO INCREASE THE SUBSIDY APPROVAL THRESHOLDS FOR THE RESIDENTIAL REHABILITATION PROGRAM; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

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

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

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

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

BY: SAMANTHA GILLYARD, CMC, CITY CLERK

Publish: Sun-Sentinel
Friday, July 22, 2022

ORDINANCE NO. 2022/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 38 “FINANCE AND TAXATION” OF THE CITY CODE OF ORDINANCES, ARTICLE IV, “ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF CITY PROPERTY,” SECTION 38-133 “FEDERAL AND STATE PROJECTS; FEDERAL GRANTS” TO INCREASE THE SUBSIDY APPROVAL THRESHOLDS FOR THE RESIDENTIAL REHABILITATION PROGRAM; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE

WHEREAS, the City administers affordable housing programs funded through federal and state grants from the U.S. Department of Housing and Urban Development (“HUD”) and the State of Florida; and

WHEREAS, the City’s affordable housing programs include the Purchase Assistance Program and Homeowner Rehabilitation Program, which are designed to serve low- and moderate-income households; and

WHEREAS, low income describes a family at or below 80% of area median income and moderate income describes a family at or below 120% of area median income; and

WHEREAS, the median income is determined annually by HUD; and

WHEREAS, the Homeowner Rehabilitation Program provides income-eligible households in the City with home repair and/or rehabilitation assistance to correct code violations, address health and safety issues, eliminate unsafe and substandard living conditions, and address accessibility for special needs and the elderly (the “Program”); and

WHEREAS, currently, Section 38-133 of the City Code provides for a threshold amount of \$50,000 for awards under the Program by the City; and

WHEREAS, the maximum award amount for low income per the Program plan is \$50,000 and \$20,000 for moderate income; and

WHEREAS, on April 4, 2022, the City’s Affordable Housing Advisory Committee recommended increasing the maximum award amounts by \$20,000; and

WHEREAS, the proposed maximum award amounts per the Program plan to assist low- and moderate-income households are as follows: low income - \$ 70,000 and moderate income - \$40,000; and

WHEREAS, the City Commission has determined it is in the best interests of its residents to amend Section 38-133 to increase the threshold subsidy approval amount for the Program to \$70,000 for consistency with the Program Plan maximum award increases.

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

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

Section 2. Chapter 38 “Finance and Taxation” of the City Code, Article IV, “Acquisition of Goods and Services and Disposal of City Property,” Section 38-133 “Federal and state projects; federal grants” is hereby amended to read as follows¹:

Chapter 38 - FINANCE AND TAXATION

ARTICLE IV. ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF CITY PROPERTY

Sec. 38-133. - Federal and state projects; federal grants.

- (1) *Housing and Urban Development Act (“HUD”).* For the purposes of complying with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC 1701(u), (hereinafter referred to as section 38-1353), the City wishes to adopt procedures to implement Section 3 in compliance with 24 CFR, Part 135. The City of Deerfield Beach has adopted a Section 3 plan (the plan is on file with the City Clerk and Director of Legislative & Community Affairs) for said implementation which shall be applicable to all HUD finance assisted projects, such as CDBG or NSP1 or such other programs where federal law requires application of Section 3. In such cases, the goals and objectives and any necessary preference or requirements determined necessary by the City to comply with Section 3 and 24 CFR, Part 135, shall be included in any bid specifications and contract awarded based on said specifications. The purpose of this provision is to authorize the undertaking of all necessary measures to assure compliance with Section 3 bidding and contracting process where Section 3 is applicable under federal law.
- (2) *Residential rehabilitation local housing assistance plan (“LHAP”) projects.* Award of each project shall be made by a consultant if the City has contracted with a consultant to administer the LHAP program or by the applicable City department or division through a competitive bidding process as follows:

- (e) Award of projects \$~~57~~0,000.00 or less shall be made to the lowest responsive and

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

responsible bidder able to meet the particular requirements of the bid specifications by the consultant or by the Purchasing Agent if the City has not contracted with a consultant to administer the LHAP program. Awards under this subsection (e) may be made by the City Manager or designee.

- (f) Award of projects over \$570,000.00 shall be made by the City Commission to the lowest responsive and responsible bidder able to meet the particular requirements of the bid specifications.

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

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

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

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

PASSED FIRST READING THIS ____ DAY OF _____, 2022.

PASSED SECOND READING THIS ____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1377

Agenda Date: 8/2/2022

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2022-070: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTION 66-58 "PARKING PROHIBITED ON CERTAIN STREETS AND COMMERCIAL VEHICLE PARKING RESTRICTIONS" OF THE CITY CODE OF ORDINANCES TO PROHIBIT PARKING ON NW ELLER STREET BETWEEN NW 2ND COURT AND NW 2ND TERRACE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City's Code Compliance Division and residents have identified issues with overnight parking in the swale and damage to an existing fence on NW Eller Street between NW 2nd Court and NW 2nd Terrace. The existing fence was installed many years ago as a deterrent to parking. It is a violation of the roadside clear zone. The clear zone must be kept unobstructed for a minimum of 6 feet.

Current Activity

In addition to future installation of No Parking Signs, the City will look to improve the corridor with curbs to further discourage parking in the swale. This work will be done by city staff.

Recommendation

Staff recommends amending section 66-58 "Parking Prohibited on Certain Streets and Commercial Vehicle Parking Restrictions" of the City Code to prohibit parking on NW Eller Street between NW 2nd Court and NW 2 Terrace.

**CITY OF DEERFIELD BEACH, FLORIDA
NOTICE OF PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED that a public hearing will be before the City Commission on **Tuesday, August 2, 2022** at 7:00 p.m. in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida and utilizing communications media technology with some City staff participating through video conferencing via Zoom (virtual meeting), to consider the adoption of the following ordinances:

P.H. 2022-070: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTION 66-58 "PARKING PROHIBITED ON CERTAIN STREETS AND COMMERCIAL VEHICLE PARKING RESTRICTIONS" OF THE CITY CODE OF ORDINANCES TO PROHIBIT PARKING ON NW ELLER STREET BETWEEN NW 2ND COURT AND NW 2ND TERRACE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

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

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

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

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

BY: SAMANTHA GILLYARD, CMC, CITY CLERK

Publish: Sun-Sentinel
Friday, July 22, 2022

ORDINANCE NO. 2022

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTION 66-58 “PARKING PROHIBITED ON CERTAIN STREETS AND COMMERCIAL VEHICLE PARKING RESTRICTIONS” OF THE CITY CODE OF ORDINANCES TO PROHIBIT PARKING ON NW ELLER STREET BETWEEN NW 2ND COURT AND NW 2ND TERRACE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE

WHEREAS, the City’s Code Compliance Division and the Broward Sheriff’s Office have identified issues with overnight parking on NW Eller Street between NW 2nd Court and NW 2nd Terrace (the “Street”); and

WHEREAS, specifically, the City’s Code Compliance Division and residents have identified issues with overnight parking in the Swale on the Street, causing damage to an existing fence along the Street; and

WHEREAS, amending the City Code to prohibit parking along the Street and installing “no parking” signs would enable the City to enforce no parking on the Street, and authorize the City to cite and remove vehicles for parking on the Street; and

WHEREAS, the City Commission has determined that it is in the best interests of the citizens and general public to amend City Code Section 66-58 to prohibit parking on NW Eller Street between NW 2nd Court and NW 2nd Terrace.

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

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

Section 2. Section 66-58 “Parking prohibited on certain streets and commercial vehicle parking restrictions” of the City Code is hereby amended to read as follows¹:

Chapter 66 – TRAFFIC AND VEHICLES

ARTICLE II. – Stopping, Standing, Parking

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

Division 3. – Regulations, Generally

Sec. 66-58 – Parking prohibited on certain streets and commercial vehicle parking restrictions.

- (a) Except in compliance with law or the directions of a police officer, no person shall stop, stand or park a vehicle upon certain areas of the following streets of the city:

(70) NW Eller Street between NW 2nd Court and NW 2nd Terrace.

(71) On any streets where an authorized no parking zone sign is erected. The city manager shall be authorized to direct the installation of a no parking zone sign.

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

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

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

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

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

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

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1408

Agenda Date: 8/2/2022

Status: BOARD APPOINTMENT

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Giuseppe Lapenna to the Board of Trustees of the Municipal Police Officers' Retirement Trust Fund of the City of Deerfield Beach; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Police Pension Board (the "Board") is comprised of five (5) members; two (2) members are elected by the police officers, two (2) members are selected by the City Commission and the 5th is appointed by the Board.

Current Activity

Giuseppe Lapenna has expressed interest in continuing to serve on the Police Pension Board and has been nominated by Commissioner Todd Drosky. Upon approval, the Board will have no vacancies.

Recommendation

Approval is recommended.

RESOLUTION NO. 2022/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, REAPPOINTING GIUSEPPE
LAPENNA TO THE BOARD OF TRUSTEES OF THE MUNICIPAL
POLICE OFFICERS' RETIREMENT TRUST FUND OF THE CITY OF
DEERFIELD BEACH; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, in accordance with Section 185.05, Fla. Stat., the City Commission created the Board of Trustees (the "Board") of the Municipal Police Officers' Retirement Trust Fund (the "Trust Fund"), which is responsible for administering the Trust Fund; and

WHEREAS, pursuant to Section 185.05, Fla. Stat., the City Commission appoints two of the five members of the Board; and

WHEREAS, Giuseppe Lapenna has requested reappointment to the Board and has been nominated by Commissioner Drosky.

**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. Giuseppe Lapenna is hereby appointed to serve as a member of the Board of Trustees of the Municipal Police Officers' Retirement Trust Fund for a term expiring on September 30, 2024.

Section 3. Giuseppe Lapenna shall serve without compensation and is required to file a financial disclosure statement in accordance with State Statutes.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: July 12, 2022

The attached application from Giuseppe Lapenna for the

Board Of Trustees Police Officer's Retirement has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

☒ Regular Member

☐ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

07-18-2022

Signature:

Date:

Appointing
Elected Official:

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

Please return to City Administration for processing.



July 11, 2022

Giuseppe Lapenna
351 SW 34th Terrace
Deerfield Beach, FL 33442

RE: Board of Trustees – Police Officer's Retirement Board

Dear Mr. Lapenna:

Your current term on the **Board of Trustees – Police Officer's Retirement Board** of the City of Deerfield Beach expires on September 30, 2022. Upon receipt of an affirmative response, it will be placed on the agenda for the Commission's consideration.

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

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

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

Sincerely,

Samantha Gillyard, CMC, City Clerk

SLG/tb

Please return the letter with your reply to the City Clerk's office by August 1, 2022. A self-addressed envelope is enclosed for your convenience.

☒ I would like to serve another term on the Police Officer's Retirement Board.

☐ I can no longer serve.

Giuseppe Lapenna (sign here)



BOARD OF TRUSTEES POLICE OFFICER'S RETIREMENT TRUST FUND

Creating Authority:

Ordinance No. 1130 under Authority of Florida Statutes Chapter 185.
Amended - Ordinance No. 1986/39

Method of Appointment:

Two (2) Residents selected by Commission for Two (2) Year Terms
Two (2) Police Officers elected by Police Officers for Two (2) Year Terms
One (1) Resident selected by the previous four (4) members and confirmed by Resolution
** Ordinance 2011/037 – extended terms from two (2) years to four (4) years for elected and appointed members.

Financial Disclosure:

Required

Compensation:

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

Liaison:

Amanda Kish, Pension Resource Centers, 561-855-2210

Meeting Dates:

4th Thursday

Functions and Responsibilities:

The Board of Trustees shall have such powers, duties and responsibilities as are prescribed by law or as may, from time to time, be prescribed by Chapter 185.06 (F.S.) and/or amendments thereto as may be duly enacted.

Name Regular Members	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Richard Giuffreda Board (5 th Member) Chairman			SELF	2018/115	08/29/18	09/30/22
Robert Schnakenberg Employees (Elected)			SELF	2021/122	08/17/21	09/30/25
Andrew Gianino Employees (Elected)			SELF	2018/149	09/17/18	09/30/22
Giuseppe Lapenna (Commission)			VICTOR	2022/093	06/07/22	09/30/22
Robert Amante (Commission)			NEW	2019/004	01/15/19	09/30/23



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1390

Agenda Date: 8/2/2022

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 Award of Request for Proposals #22-27-JW for holiday lighting; authorizing execution of an agreement with the top ranked, responsive and responsible proposer Brandano Displays, Inc. for holiday lighting services for a two year term, with three one-year renewals, in an annual amount not to exceed \$149,943.44; providing for implementation and an effective date. (Funds from Account #001-7005-579-35-68 - Park Holiday Lighting & Account #190-8000-579-35-74 - CRA Special Events)

Recommended Action

Commission to Vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$149,943.44

Account Name: Park Holiday Lighting

Account Number: 001-7005-579-35-68 for \$48,476.64

Secondary Account Name: CRA Special Events

Secondary Account Number: 190-8000-579-35-74 for \$101,466.80

Background/History

The City issued Request for Proposals No. 22-27-JW for holiday lighting on Deerfield Beach and throughout the City of Deerfield Beach (the "RFP"). Proposals responding to RFP 22-27 were opened on April 20, 2022 for Holiday Lighting on the beach and throughout the City.

Current Activity

Following the 2021 holiday season, specifications were written to increase the number of lights and the vibrancy of the holiday lighting displays. The additional scope included lighting the palm fronds on the beach palms, more lighting on the Pier and Pier entrance, and more photo opportunities throughout the season.

Pursuant to the enclosed Memo from the Purchasing and Contract Administration Division, Brandano Displays, Inc. was selected by the evaluation committee as the top ranked proposer and submitted a best and final offer (BAFO) to the City on June 6, 2022. On July 8, 2022, the evaluation committee met to review the BAFO.

Although this is a significant price increase over years past, this can be attributed to the increased scope, the request to install low voltage transformers on all lights accessible to the public, and an

increase in the industry due to inflation of materials. Recognizing the need to provide a high-quality display for the community, staff would like to proceed with the award to Brandano Displays, Inc., and Parks and Recreation staff commit to working with the CRA, City Manager's Office and the community to identify partners and sponsorship opportunities.

Recommendation

Staff recommends that the City Commission approve the award of the RFP to the top ranked, responsive and responsible proposer, Brandano Displays, Inc., and authorize execution of an agreement with Brandano Displays, Inc. for holiday lighting for a two-year term, with three one-year renewals, in an annual amount not to exceed \$149,943.44 during the initial term.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF REQUEST FOR PROPOSALS #22-27-JW FOR HOLIDAY LIGHTING; AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE TOP RANKED, RESPONSIVE AND RESPONSIBLE PROPOSER BRANDANO DISPLAYS, INC. FOR HOLIDAY LIGHTING SERVICES FOR A TWO YEAR TERM, WITH THREE ONE-YEAR RENEWALS, IN AN ANNUAL AMOUNT NOT TO EXCEED \$149,943.44; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City is seeking a contractor to provide labor, materials, equipment, and incidentals for installation of holiday lights (the “Services”); and

WHEREAS, the City issued Request for Proposals No. 22-27-JW for holiday lighting on Deerfield Beach and throughout the City of Deerfield Beach (the “RFP”); and

WHEREAS, the RFP was advertised in the legal notices section of the Sun Sentinel on April 20, 2022, and the notice was also sent to 86 prospective respondents via the e-Procurement Marketplace; and

WHEREAS, three vendors viewed the RFP documents; and

WHEREAS, on May 17, 2022 at 1:00 p.m., the due date and time for the responses, the Purchasing and Contract Division (the “Division”) closed and unsealed the three proposals that were timely received, and reviewed the proposals to ensure it met the RFP requirements; and

WHEREAS, the evaluation committee independently reviewed and scored the three responsive proposals in accordance with the weighted criteria stated in the RFP prior to the first evaluation committee meeting; and

WHEREAS, the evaluation meeting was held on May 25, 2022, to score the proposals based on the weighted criteria stated in the RFP; and

WHEREAS, following the ranking, Brandano Displays, Inc. (“Brandano”) was deemed the top ranked responsive and responsible proposer; and

WHEREAS, the evaluation committee requested a Best and Final Offer from Brandano; and

WHEREAS, on July 8, 2022, at 9:00 a.m., the evaluation committee met to discuss the Best and Final Offer received from Brandano; and

WHEREAS, following the presentations, the evaluation committee was unanimous in their decision to recommend award of the RFP to Brandano as the top ranked responsive and responsible proposer; and

WHEREAS, the evaluation committee recommends that the City Commission approve the award of the RFP to the top ranked, responsive and responsible proposer, Brandano, and authorize execution of an agreement with Brandano for holiday lighting services for a two-year term, with three one-year renewal options, in an annual amount not to exceed \$149,943.44 during the initial term.

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

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

Section 2. The City Commission hereby approves the award of the RFP to Brandano Displays, Inc. for the holiday lighting Services.

Section 3. The City Manager is hereby authorized to execute an agreement with Brandano for the holiday lighting Services for a two-year term, with three one-year renewal options, in an annual amount not to exceed \$149,943.44 during the initial term, consistent with the terms of the RFP, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Memorandum

TO: Teresa Rynard, Director of Parks and Recreation
FROM: Paul Collette, Buyer
THRU Stephanie Tinsley, Chief Financial Officer
DATE: July 12, 2022
RE: **Professional Holiday Lighting and Decorations, RFP #22-27-JW**

The Purchasing and Contract Administration Division recently issued a Request for Proposals (RFP) for Professional Holiday Lighting and Decorations, RFP #22-27-JW. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- The RFP was advertised in the legal notices section of the Sun-Sentinel on April 20, 2022.
- The notice was also sent to eighty-six (86) prospective Offeror's via the e-Procurement Marketplace.
- Thirteen (13) vendors viewed the documents of the RFP.
- On April 26, 2022 at 10:00 a.m., a Non-Mandatory Pre-Proposal Conference was held in person and via Zoom.
- On May 17, 2022, at 1:00 PM EST, the due date and time, the Purchasing and Contract Administration Division closed and unsealed three (3) proposals. The proposals were reviewed by the Purchasing and Contract Administration Division to ensure the proposals met the RFP requirements.
- One (1) Offeror, Holiday Lighting Designs, Inc. submitted a No Bid. Reason: They did not agree with the City's terms and conditions in the solicitation.
- Subsequently, each member of the evaluation committee appointed by the City Manager received their evaluation packages that consisted of: evaluation committee policies and procedures, Vendor Performance Reference Verification Survey Form and the evaluation sheets.
- Each evaluation committee member independently reviewed and scored three (3) responsive proposals according to the weighted criteria stated in the RFP prior to the public evaluation meeting held on May 25, 2022 at 1:00 PM EST in person (face-to-face) and virtually via Zoom.
- The Evaluation Committee consisted of: Teresa Rynard, Director of Parks and Recreation; Elizabeth Ricci, Superintendent of Community Events, Parks and Recreation; and Patrick Bardes, Costal and Waterways Coordinator, Sustainable Management.
- The proposals were evaluated based on the following weighted criteria:

Criteria**Weight**

Qualifications and Experience of Principals and Staff

3

Understanding the Project and City's Objectives

2

Price

3

Proposed Lighting, Decorations and Displays

3

Plan and Approach

1

- The proposals were scored and ranked (After Evaluation Committee Members Independent Review) as follows:

Ranking	Elizabeth Ricci	Teresa Rynard	Patrick Bardes	Total	Ranking
Bandano Displays, Inc.	84 ^{/1}	101 ^{/1}	84 ^{/1}	3	1
Christmas Designer	80 ^{/2}	74 ^{/3}	83 ^{/2}	7	2
Light Er Up Miami	77 ^{/3}	81 ^{/2}	72 ^{/3}	8	3

- None of the Proposers provided evidence for the Disadvantage Business Enterprise Program stated in the RFP documents, as per City Ordinance Section 38-130, which allows their scores to be adjusted upward by five (5%) percent.
- There were no changes to the scores and ranking after Evaluation Committee discussion.
- A motion was made by Patrick Bardes to accept the ranking. The motion was second by Elizabeth Ricci. Teresa Rynard also accepted the ranking. A concern was addressed by Teresa Rynard regarding the prices being over budget and the ability to request a Best and Final Offer (BAFO) from the first ranked Proposer, Brandano Displays, Inc.
- The Purchasing and Contract Administration Division requested a Best and Final Offer (BAFO) from the first ranked Proposer, Brandano Displays, Inc.
- On July 8, 2022 at 9:00 AM EST, the Evaluation Committee met to discuss the Best and Final Offer (BAFO) from the first ranked Proposer, Brandano Displays, Inc.
- After the Evaluation Committee discussions, a motion was made by Patrick Bardes to accept the Best and Final (BAFO) and recommend to award a contract to Brandano Displays, Inc. to City Commission for approval. The motion was seconded by Elizabeth Ricci. The Evaluation Committee was unanimous in their decision.
- Reference checks were conducted on Brandano Displays, Inc., and revealed positive ratings.
- Documentation related to this solicitation may be obtained by emailing Sandra Francis at sfrancis@deerfield-beach.com or Paul Collette, Buyer at pcollette@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, the Evaluation Committee is recommending to the City Commission, to approve the award to the first ranked Proposer, Brandano Displays, Inc. with the Best and Final Offer (BAFO).

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

Att: Tabulation Sheets, Tabulation Summary, Best and Final Offer (BAFO), Scope of Work

1	International Fishing Pier (200 NE 21st Avenue)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
						Pier will be lit with LED Lighting (Color to be chosen by City Officials) \$9,150.00 total
	Light Er Up	1	Lump Sum	\$9,150.00	\$9,150.00	
	Christmas Designers (Florida CDI,LL		Lump Sum	\$11,746.00	\$11,746.00	
	Brandano Displays, Inc.	1	Lump Sum	\$11,750.00	\$11,750.00	
1.1	Light entire length of pier rails with draping lights on both sides with decorations hanging between draping lights.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
						Four Inch Hush Tinsel Garland With LED Lights To Be Draped On Both Sides Of Pier.
	Light Er Up	1	Lump Sum	\$5,500.00	\$5,500.00	
						1 The Pier will be the focal point of the lighting experience this Holiday season. The Pier will be double draped with 4400' of LED miniature lights spaced every 4" for a total of 13,600 lights, Lights alternate White and Blue. All products will be the 24 Volt Blachere Type featuring Green Rubber insulation and coaxial weather tight connections. Complementing the drape will be six (6) 5' snowflakes attached to outside of the rails these will also feature 24 Volt technology.
	Brandano Displays, Inc.	1	Lump Sum	\$8,000.00	\$8,000.00	
	Christmas Designers (Florida CDI,LL		Lump Sum	\$9,750.00	\$9,750.00	
1.2	Mount themed displays on all light posts.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Christmas Designers (Florida CDI,LL		Lump Sum	\$1,296.00	\$1,296.00	
						Each of the 6 poles will feature a lighted glitter filled themed element, 6' tall colorful Angel Fish, 6' Marlin with a Santa Hat, 7' Seahorse, 7' manatee with a package, 5' Starfish and a 5' Sea Turtle.
	Brandano Displays, Inc.	1	Lump Sum	\$2,350.00	\$2,350.00	
	Light Er Up	1	Lump Sum	\$3,000.00	\$3,000.00	Oversized pole decor to be chosen by city at time of signing (options available)

1.3	Light roof line of pavilion at the end of the pier				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Light Er Up	1	Lump Sum	\$650.00	\$650.00	Warm white LED lighting to match pole decor and garland on pier.
Christmas Designers (Florida CDI,LL		Lump Sum	\$700.00	\$700.00	
Brandano Displays, Inc.	1	Lump Sum	\$1,400.00	\$1,400.00	Eves of the building at the end of the Pier will be lighted with 24 Volt Blachere lights matching the Rails of the Pier. This installation will require special equipment

2	Approach tower/Gazebo and Arbor (NE 2nd Street)				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Brandano Displays, Inc.	1	Lump Sum	\$3,550.00	\$3,550.00	Outlining of approach tower and gazebo in LED lighting \$4,500.00 total
Light Er Up	1	Lump Sum	\$4,500.00	\$4,500.00	
Christmas Designers (Florida CDI,LL		Lump Sum	\$9,578.00	\$9,578.00	

2.1	Light outline of the structures.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Light Er Up	1	Lump Sum	\$750.00	\$750.00	Outline structures in LED lighting
Christmas Designers (Florida CDI,LL		Lump Sum	\$1,050.00	\$1,050.00	
Brandano Displays, Inc.	1	Lump Sum	\$1,400.00	\$1,400.00	The approach Tower and Arbor will be outlined in 24 Volt lights matching the Welcome Center and the Pier.

2.2	Provide at least four (4) themed displays for sides of tower/gazebo.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Christmas Designers (Florida CDI,LL		Lump Sum	\$528.00	\$528.00	Three sides of the Tower will feature a custom Reef lighted sculpture, featuring sea horses, sea turtles and starfish.
Brandano Displays, Inc.	1	Lump Sum	\$1,050.00	\$1,050.00	
Light Er Up	1	Lump Sum	\$3,000.00	\$3,000.00	LED themed display to be chosen by city officials (multiple options)

2.3	Provide at least one (1) themed display for top of arbor.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Light Er Up	1	Lump Sum	\$750.00	\$750.00	LED themed display to be chosen by city
Brandano Displays, Inc.	1	Lump Sum	\$1,100.00	\$1,100.00	The Top of the arbor will feature a nautical themed display of 2 Dolphins and 3 starbursts, Dolphins will be glitter filled and lighted with 24 Volt Technology.
Christmas Designers (Florida CDI,LL		Lump Sum	\$8,000.00	\$8,000.00	

3	Pier Building (200 NE 21st Avenue)				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Light Er Up	1	Lump Sum	\$5,975.00	\$5,975.00	Section 3.1-3.3 \$5,975.00
Brandano Displays, Inc.	1	Lump Sum	\$14,000.00	\$14,000.00	
Christmas Designers (Florida CDI,LL		Lump Sum	\$25,688.00	\$25,688.00	

3.1	Light at least thirteen (13) palm trees surrounding the building with emphasis on the east, west, and south side of the building and parking lot. This shall include the trunk of the palm trees only.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Light Er Up	1	Lump Sum	\$2,275.00	\$2,275.00	Wrapping of 13 palm trees in LED lighting and add a golden ring at no additional cost.
Brandano Displays, Inc.	1	Lump Sum	\$3,900.00	\$3,900.00	Thirteen (13) trees on the West and Ocean side of the Welcome Center will be lighted with 400 bright white miniature lights each. Blachere Brand 24 V LED with weatherproof connections
Christmas Designers (Florida CDI,LL		Lump Sum	\$4,004.00	\$4,004.00	

3.2	Light building roof line to include the second story deck on the east side.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Brandano Displays, Inc.	1	Lump Sum	\$2,400.00	\$2,400.00	Will be lighted (Draped) in 24 Volt Blachere blue and white LED lights matching the Pier.
Light Er Up	1	Lump Sum	\$2,450.00	\$2,450.00	LED lighting along entire perimeter of building including second story deck.
Christmas Designers (Florida CDI,LL		Lump Sum	\$3,000.00	\$3,000.00	

3.3	Provide large themed display for rooftop.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Light Er Up	1	Lump Sum	\$1,250.00	\$1,250.00	LED large themed decor display to be chosen by city.
Brandano Displays, Inc.	1	Lump Sum	\$1,800.00	\$1,800.00	The top of the Welcome Center will include a lighted display featuring a custom Reef design of Turtles and Fish replacing the Sailboats used in the past. (Glitter), an Elf Diving and 2 leaping Dolphins, all 24Volt LED Lights.
Christmas Designers (Florida CDI,LLC)	1	Lump Sum	\$10,000.00	\$10,000.00	

3.4	Alternate #1: Light at least thirteen (13) palm trees surrounding the building with emphasis on the east, west, and south side of the building and parking lot. This shall include both the tree trunks and palm fronds.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Light Er Up	1	Lump Sum	\$0.00	\$0.00	Wrapping of thirteen palms in LED lighting. Add golden ring and 5-7 palm frowns at no additional cost. Total Amount \$2,925.00
Brandano Displays, Inc.	1	Lump Sum	\$5,900.00	\$5,900.00	
Christmas Designers (Florida CDI,LLC)	1	Lump Sum	\$8,684.00	\$8,684.00	

4	Ocean Way (from NE 2nd Street to SE 3rd Street)				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Brandano Displays, Inc.	1	Lump Sum	\$33,450.00	\$33,450.00	
Light Er Up	1	Lump Sum	\$34,275.00	\$34,275.00	Pricing Includes Section 4.1 and 4.2 \$34,275.00
Christmas Designers (Florida CDI,LLC)	1	Lump Sum	\$76,270.00	\$76,270.00	

4.1	Light at least forty-five (45) palm trees closest to the street along the east side of Ocean Way. This shall include the trunk of the palm trees only.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Light Er Up	1	Lump Sum	\$8,775.00	\$8,775.00	Wrapping of 45 palms in color of choice with a golden accent ring will be added at no additional cost.
Brandano Displays, Inc.	1	Lump Sum	\$9,450.00	\$9,450.00	
Christmas Designers (Florida CDI,LLC)	1	Lump Sum	\$15,750.00	\$15,750.00	

4.2	Provide at least thirty (40) nautical theme displays on the grass berm.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Brandano Displays, Inc.	1	Lump Sum	\$24,000.00	\$24,000.00	30 fun filled themed displays ranging from small to large Light Er Up (mainly animated)
Light Er Up	1	Lump Sum	\$25,500.00	\$25,500.00	
Christmas Designers (Florida CDI,LLC)	1	Lump Sum	\$25,600.00	\$25,600.00	

4.3	Alternate #1: Light at least forty-five (45) palm trees closest to the street along the east side of Ocean Way. This shall include both the tree trunks and palm fronds.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Light Er Up	1	Lump Sum	\$0.00	\$0.00	Wrapping of 45 palms in color of choice with a golden accent at no additional cost and 5-7 palm frowns each tree Total Amount \$11,025.00
Brandano Displays, Inc.	1	Lump Sum	\$0.00	\$0.00	lighting Fronds on these trees is not recommended
Christmas Designers (Florida CDI,LLC)	1	Lump Sum	\$34,920.00	\$34,920.00	

5	Sullivan Park Holiday Package (1701 Riverview Road)				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Light Er Up	1	Lump Sum	\$9,960.00	\$9,960.00	Pricing includes sections 5.1, 5.2, and 5.3 \$9,960.00
Brandano Displays, Inc.	1	Lump Sum	\$22,660.00	\$22,660.00	
Christmas Designers (Florida CDI,LLC)	1	Lump Sum	\$34,912.00	\$34,912.00	

5.1	Light roof line of the building.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Light Er Up	1	Lump Sum	\$750.00	\$750.00	C7 warm white outline of building in LED lighting Roofline Lighting of Amphitheater Roofline will be lighted on all sides. 24Volt multi color lights with white strobes.
Brandano Displays, Inc.	1	Lump Sum	\$980.00	\$980.00	
Christmas Designers (Florida CDI,LLC)	1	Lump Sum	\$1,584.00	\$1,584.00	

5.2	Light at least twenty-eight (28) palm trees along the main entrance/exit pathway of the park as well as the splash pad. This shall include the trunk of the palm trees only.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$4,900.00	\$4,900.00 The 28 palm trees nearest to the curb will be lighted with 250 LED bright white 24 Volt miniature lights each. All coaxial weather-proof connections
	Light Er Up	1	Lump Sum	\$5,460.00	\$5,460.00 Wrap date palms in commercial grade warm white LED lighting, golden ring at no additional cost.
	Christmas Designers (Florida CDI,LL		Lump Sum	\$8,624.00	\$8,624.00
5.3	Provide at least five (5) displays along the Intracoastal Waterway.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Light Er Up	1	Lump Sum	\$3,750.00	\$3,750.00 Large LED themed displays to be chosen by city (multiple choices available)
	Brandano Displays, Inc.	1	Lump Sum	\$6,000.00	\$6,000.00 10 Large Nautical and Holiday themed display elements will be set strategically on the green space along the walkways creating 5 themed areas visible from the water. Will include Happy Holidays, Teddy Bears, Pelicans, Manatees, Alligators, Doves, Elves and Colorful fish and Birds. All 24 Volt.
	Christmas Designers (Florida CDI,LL		Lump Sum	\$6,000.00	\$6,000.00
5.4	Alternate #1: Light at least twenty-eight (28) palm trees along the main entrance/exit pathway of the park as well as the splash pad. This shall include both the tree trunks and palm fronds.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Light Er Up	1	Lump Sum	\$0.00	\$0.00 Wrap date palms in commercial grade LED lighting plus palm frowns. Total Amount \$7,700.00
	Brandano Displays, Inc.	1	Lump Sum	\$10,780.00	\$10,780.00 The 28 palm trees nearest to the curb will be lighted with 250 LED bright white 24 Volt miniature lights in each trunk and 300 lights in the fronds. All coaxial weather-proof connections.
	Christmas Designers (Florida CDI,LL		Lump Sum	\$18,704.00	\$18,704.00

6	Cove Shipping Center Entrance Holiday Package (Hillsboro Boulevard & SE 15th Terrace)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Light Er Up	1	Lump Sum	\$3,550.00	\$3,550.00	Pricing includes section 6,1,6,2, and 6.4
	We did not see this particular location called out in the					
	Christmas Designers (Florida CDI,LL	1	Lump Sum	\$10,508.00	\$10,508.00	RFP
	Brandano Displays, Inc.	1	Lump Sum	\$12,720.00	\$12,720.00	

6.1	Light Pavilion roof line at the entrance					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$560.00	\$560.00	1 Four (4) sides will be lighted with Cool White Blachere brand lights, at 2 levels. Lights will drape and be spaced 2" apart.
	Light Er Up	1	Lump Sum	\$750.00	\$750.00	Outline pavilion roof line in commercial grade LED lighting
	Christmas Designers (Florida CDI,LL	1	Lump Sum	\$1,500.00	\$1,500.00	

6.2	Light eight (8) entrance palms. This shall include the trunks of the palm trees only.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Light Er Up	1	Lump Sum	\$1,400.00	\$1,400.00	Wrap of 8 palm trees in commercial grade LED lighting with a golden ring at no additional cost.
	Christmas Designers (Florida CDI,LL		Lump Sum	\$2,800.00	\$2,800.00	
	Brandano Displays, Inc.	1	Lump Sum	\$4,480.00	\$4,480.00	Eight Royal Palms at the Hillsboro Entrance will each be lighted with 1000 Cool White LED miniature lights each, Blachere Type. All weather-proof connections

6.3	Alternate #1: Light eight (8) entrance palms. This shall include both the tree trunks and the palm fronds.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Light Er Up	1	Lump Sum	\$0.00	\$0.00	Wrap of 8 palm Rees in commercial grade LED lighting with 5-7 palm frowns per tree Total Amount \$2,250.00
	Christmas Designers (Florida CDI,LL	1	Lump Sum	\$6,208.00	\$6,208.00	
	Brandano Displays, Inc.	1	Lump Sum	\$7,680.00	\$7,680.00	Eight (8) Royal Palms at the Hillsboro Entrance will each be lighted with 1000 Cool White LED miniature lights in the trunks and 500 lights in the fronds, Blachere Type. All weather-proof connections.

6.4	Light eight (8) entrance palms. This shall include the trunks of the palm trees only.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Brandano Displays, Inc.	1	Lump Sum	\$0.00	\$0.00	Same as 6.2
Christmas Designers (Florida CDI,LL		Lump Sum	\$0.00	\$0.00	
Light Er Up	1	Lump Sum	\$1,400.00	\$1,400.00	Wrap 8 palm trees in commercial grade Led lighting with a golden ring at no additional cost.

6.5	Alternate #1: Light eight (8) entrance palms. This shall include both the tree trunks and palm fronds.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Brandano Displays, Inc.	1	Lump Sum	\$0.00	\$0.00	same as 6.3
Christmas Designers (Florida CDI 1		Lump Sum	\$0.00	\$0.00	
Light Er Up	1	Lump Sum	\$0.00	\$0.00	Wrap 8 palm trees in commercial grade LED lighting with a golden ring and 5-7 palm frowns per tree. Total Amount \$2,250.00

7	Tennis Center at Pioneer Park (222 NE 2nd Avenue)				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Light Er Up	1	Lump Sum	\$5,875.00	\$5,875.00	Pricing includes sections 7.1-7.5 \$5,875.00
Brandano Displays, Inc.	1	Lump Sum	\$14,014.00	\$14,014.00	
Christmas Designers (Florida CDI,LL		Lump Sum	\$15,070.00	\$15,070.00	

7.1	Light roof line of the Center.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Brandano Displays, Inc.	1	Lump Sum	\$745.00	\$745.00	110 ' LED roofline lighting
Light Er Up	1	Lump Sum	\$750.00	\$750.00	Outline roof of center in commercial grade LED lighting
Christmas Designers (Florida CDI,LL		Lump Sum	\$3,450.00	\$3,450.00	

7.2	Light at least seven (7) palm trees around entranceway of the Center. This shall include the trunk of the palm trees only.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Light Er Up	1	Lump Sum	\$1,225.00	\$1,225.00	Wrap seven palms in commercial grade warm white LED lighting
Christmas Designers (Florida CDI,LL		Lump Sum	\$2,156.00	\$2,156.00	
Brandano Displays, Inc.	1	Lump Sum	\$3,885.00	\$3,885.00	17 Palm Trees lighted with cool white miniature lights

7.3	Light at least six (6) planter palms around the entranceway of the Center.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Christmas Designers (Florida CDI,LL		Lump Sum	\$576.00	\$576.00	
Brandano Displays, Inc.	1	Lump Sum	\$840.00	\$840.00	6 Planter Palms lighted with cool white miniature lights
Light Er Up	1	Lump Sum	\$900.00	\$900.00	Wrap six planter palms in commercial grade warm white LED lighting
7.4	Drape garland and red velvet bows along the porch fence.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Light Er Up	1	Lump Sum	\$750.00	\$750.00	Install commercial grade LED lighting and garland on porch fence.
Brandano Displays, Inc.	1	Lump Sum	\$1,147.00	\$1,147.00	120' of Garland Draped over the Porch with 16" Red Velvet Bows
Christmas Designers (Florida CDI,LL		Lump Sum	\$1,180.00	\$1,180.00	
7.5	Provide at least three (3) displays for in front of the Center.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Brandano Displays, Inc.	1	Lump Sum	\$597.00	\$597.00	Deer Scene Sculptures; 7' looking up, 7' grazing, 4' Baby.
Light Er Up	1	Lump Sum	\$2,250.00	\$2,250.00	Large LED themed displays to be chosen by city (multiple choices available)
Christmas Designers (Florida CDI,LL		Lump Sum	\$2,500.00	\$2,500.00	
7.6	Alternate #1: Light at least seven (7) palm trees around entranceway of the Center. This shall include both the tree trunks and palm fronds.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Light Er Up	1	Lump Sum	\$0.00	\$0.00	Wrapping of palm trees in commercial grade LED lighting with a golden ring and 5-7 palm frowns. Total Amount \$1,750.00
Christmas Designers (Florida CDI,LL		Lump Sum	\$5,208.00	\$5,208.00	
Brandano Displays, Inc.	1	Lump Sum	\$6,800.00	\$6,800.00	17 palm trees
8	Constitution Park & Arboretum (2841 W. Hillsboro Boulevard)				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Light Er Up	1	Lump Sum	\$5,635.00	\$5,635.00	Sections 8.1-8.6 \$6,385.00
Brandano Displays, Inc.	1	Lump Sum	\$7,824.00	\$7,824.00	
Christmas Designers (Florida CDI,LL		Lump Sum	\$11,127.00	\$11,127.00	

8.1	Light roof line of the Center.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Light Er Up	1	Lump Sum	\$750.00	\$750.00 Led lighting along perimeter of constitution center.
	Christmas Designers (Florida CDI,LLC)	1	Lump Sum	\$1,650.00	\$1,650.00
	Brandano Displays, Inc.	1	Lump Sum	\$1,821.00	\$1,821.00 254 ' LED roofline lighting
8.2	Light at least three (3) palm trees in front of the Center. This shall include the trunk of the palm trees only.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Light Er Up	1	Lump Sum	\$585.00	\$585.00 Wrapping of three palm trees in LED lighting with a golden ring at no additional cost.
	Brandano Displays, Inc.	1	Lump Sum	\$840.00	\$840.00 3 Palm Trees lighted with cool white miniature lights
	Christmas Designers (Florida CDI,LLC)	1	Lump Sum	\$1,302.00	\$1,302.00
8.3	Light at least one (1) oak tree in front of the Center. This shall include the trunk of the tree only.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Light Er Up	1	Lump Sum	\$650.00	\$650.00 Wrapping of oak tree in LED lighting color to be determined by city.
	Christmas Designers (Florida CDI,LLC)	1	Lump Sum	\$1,610.00	\$1,610.00
	Brandano Displays, Inc.	1	Lump Sum	\$1,750.00	\$1,750.00 1 Oak Tree with 50 sets of cool white miniature lights
8.4	Mount wreath with bow over entrance.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$250.00	\$250.00 4' Diameter Lighted wreath and Bow mounted over entrance
	Christmas Designers (Florida CDI,LLC)	1	Lump Sum	\$325.00	\$325.00
	Light Er Up	1	Lump Sum	\$750.00	\$750.00 Install large 6 foot wreath over entrance fully decorated and lit
8.5	Drape garland and red velvet bows over entrance.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$428.00	\$428.00 36' of Garland Draped over entrance with 16" Red Velvet Bows
	Christmas Designers (Florida CDI,LLC)	1	Lump Sum	\$520.00	\$520.00
	Light Er Up	1	Lump Sum	\$650.00	\$650.00 Install commercial grade lit garland with red bows over entrance

8.6	Provide at least three (3) displays for in front of the Center.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Brandano Displays, Inc.	1	Lump Sum	\$1,195.00	\$1,195.00	10' tall Girl Building a Snowman, This scene has a width of 8 1/2' and a height of 9 1/2'. Up North Deer Scene; 7' looking up, 7' grazing, 4' Baby.
Light Er Up	1	Lump Sum	\$2,250.00	\$2,250.00	LED themed displays to be chosen by city (multiple choices available)
Christmas Designers (Florida CDI,LLC)	1	Lump Sum	\$3,200.00	\$3,200.00	

8.7	Alternate #1: Light at least three (3) palm trees in front of the Center. This shall include both the tree trunks and palm fronds.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Light Er Up	1	Lump Sum	\$0.00	\$0.00	Wrapping of three palm trees in commercial grade LED lights with a golden ring and 5-7 palm fronds Total Amount \$750.00
Brandano Displays, Inc.	1	Lump Sum	\$1,540.00	\$1,540.00	
Christmas Designers (Florida CDI,LLC)	1	Lump Sum	\$2,520.00	\$2,520.00	

9	Oveta McKeithen Recreational Complex (445 SW 2nd Street)				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Light Er Up	1	Lump Sum	\$5,150.00	\$5,150.00	Pricing includes 9.1-9.4 \$5,150.00
Brandano Displays, Inc.	1	Lump Sum	\$10,631.00	\$10,631.00	
Christmas Designers (Florida CDI,LLC)	1	Lump Sum	\$17,408.00	\$17,408.00	

9.1	Light roof line of the Center and gymnasium.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Light Er Up	1	Lump Sum	\$750.00	\$750.00	LED lighting along perimeter of center and gymnasium 190 ' LED roofline lighting on the Tigner Community Center, 175' LED roofline lighting on the Leo J. Robb Memorial Gymnasium
Brandano Displays, Inc.	1	Lump Sum	\$2,359.00	\$2,359.00	
Christmas Designers (Florida CDI,LLC)	1	Lump Sum	\$3,000.00	\$3,000.00	

9.2	Light at least eight (8) palm trees in front of the Center and gymnasium. This shall include the trunk of the palm trees only.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Light Er Up	1	Lump Sum	\$1,400.00	\$1,400.00	Wrap eight palm trees in commercial grade LED lighting and add a golden ring at no additional cost.
Brandano Displays, Inc.	1	Lump Sum	\$2,240.00	\$2,240.00	8 Palm Trees lighted with cool white miniature lights
Christmas Designers (Florida CDI,LLC)	1	Lump Sum	\$2,800.00	\$2,800.00	

9.3	Provide at least two (2) displays to be mounted on the roof of the Center.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Brandano Displays, Inc.	1	Lump Sum	\$597.00	\$597.00	12' Tall x 11' Wide Puppy in a Package Display, or comparable Tigner center
Christmas Designers (Florida CDI,LLC)		Lump Sum	\$1,400.00	\$1,400.00	
Light Er Up	1	Lump Sum	\$1,500.00	\$1,500.00	2 LED themed displays to be chosen by city (multiple choices available)

9.4	Provide at least two (2) displays to be mounted on the roof line of the gymnasium.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Brandano Displays, Inc.	1	Lump Sum	\$1,195.00	\$1,195.00	Santa and Sleigh Display with 3 deer. 9' Tall x 30' Wide or comparable Robb Gym Rooftop
Light Er Up	1	Lump Sum	\$1,500.00	\$1,500.00	2 LED themed displays to be chosen by city (multiple choices available)
Christmas Designers (Florida CDI,LLC)		Lump Sum	\$4,000.00	\$4,000.00	

9.5	Alternate #1: Light at least eight (8) palm trees in front of the Center and gymnasium. This shall include both the tree trunks and palm fronds.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Light Er Up	1	Lump Sum	\$0.00	\$0.00	Wrap palm trees in LED lighting and add a golden ring at no additional cost with 5-7 palm frowns. Total Amount \$1,800.00
Brandano Displays, Inc.	1	Lump Sum	\$4,240.00	\$4,240.00	
Christmas Designers (Florida CDI,LLC)		Lump Sum	\$6,208.00	\$6,208.00	

10	Highlands Community Center (1650 NE 50th Court)				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Light Er Up	1	Lump Sum	\$5,675.00	\$5,675.00	Pricing includes sections 10.1-10.4 \$5,675.00
Brandano Displays, Inc.	1	Lump Sum	\$9,835.00	\$9,835.00	
Christmas Designers (Florida CDI,LLC)		Lump Sum	\$15,144.00	\$15,144.00	

10.1	Light roof line of the Center.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Brandano Displays, Inc.	1	Lump Sum	\$573.00	\$573.00	80 ' LED roofline lighting, multi colored c-7 bulbs LED lighting along perimeter of Highland Community Center
Light Er Up	1	Lump Sum	\$750.00	\$750.00	
Christmas Designers (Florida CDI,LLC)		Lump Sum	\$1,560.00	\$1,560.00	

10.2	Light at least nine (9) palm trees around front of the Center. This shall include the trunk of the palm trees only.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Light Er Up	1	Lump Sum	\$1,575.00	\$1,575.00	Wrapping of nine palm trees in commercial grade LED lighting and add a golden ring at no additional cost.
Brandano Displays, Inc.	1	Lump Sum	\$2,520.00	\$2,520.00	9 Palm Trees lighted with Cool White and Red miniature lights, LED Coaxial weatherproof type
Christmas Designers (Florida CDI	1	Lump Sum	\$3,150.00	\$3,150.00	

10.3	Mount two (2) wreaths with bows on building.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Christmas Designers (Florida CDI	1	Lump Sum	\$650.00	\$650.00	
Brandano Displays, Inc.	1	Lump Sum	\$1,027.00	\$1,027.00	Two 48" wreaths and 18' of lighted Garland Draped over The Wreaths with 16" Red Velvet Bows
Light Er Up	1	Lump Sum	\$1,100.00	\$1,100.00	Installation of two six foot wreaths decorated and lit with commercial lighting

10.4	Provide at least three (3) displays to be mounted on the roof of the Center.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Brandano Displays, Inc.	1	Lump Sum	\$1,195.00	\$1,195.00	9' Santa and Sleigh with 3 Deer, This display has a width of 30' and a height of 9'.
Light Er Up	1	Lump Sum	\$2,250.00	\$2,250.00	3 LED themed displays to be chosen by city (multiple choices available)
Christmas Designers (Florida CDI	1	Lump Sum	\$2,800.00	\$2,800.00	

10.5	Alternate #1: Light at least nine (9) palm trees around front of the Center. This shall include both the tree trunks and palm fronds.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Light Er Up	1	Lump Sum	\$0.00	\$0.00	Wrapping of nine palm trees in commercial grade LED lighting with a golden ring and 5-7 palm frowns Total Amount \$2,025.00
Brandano Displays, Inc.	1	Lump Sum	\$4,520.00	\$4,520.00	
Christmas Designers (Florida CDI	1	Lump Sum	\$6,984.00	\$6,984.00	

11	Hillsboro Community Center (50 Hillsboro Technology Drive)				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Light Er Up	1	Lump Sum	\$5,675.00	\$5,675.00	Pricing section 11.1-11.4 \$5,675.00
Brandano Displays, Inc.	1	Lump Sum	\$9,835.00	\$9,835.00	
Christmas Designers (Florida CDI	1	Lump Sum	\$16,760.00	\$16,760.00	

11.1 Light roof line of the Center.					
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Brandano Displays, Inc.	1	Lump Sum	\$573.00	\$573.00	LED lighting along perimeter of Hillsboro Community Center.
Light Er Up	1	Lump Sum	\$750.00	\$750.00	
Christmas Designers (Florida CDI	1	Lump Sum	\$1,440.00	\$1,440.00	

11.2 Light at least nine (9) palm trees around front of the Center. This shall include the trunk of the palm trees only.					
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Light Er Up	1	Lump Sum	\$1,575.00	\$1,575.00	Wrapping of nine palm trees in commercial grade LED lighting and add a golden ring at no additional cost
Brandano Displays, Inc.	1	Lump Sum	\$2,520.00	\$2,520.00	9 Palm Trees lighted with Cool White and Red miniature lights, LED Coaxial weatherproof type.
Christmas Designers (Florida CDI	1	Lump Sum	\$4,662.00	\$4,662.00	

11.3 Mount two (2) wreaths with bows on building.					
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Christmas Designers (Florida CDI	1	Lump Sum	\$650.00	\$650.00	Two 48" wreaths and 36' of lighted Garland Draped over The Wreaths with 16" Red Velvet Bows Installation of two six foot wreaths decorated and lit with commercial lighting
Brandano Displays, Inc.	1	Lump Sum	\$1,027.00	\$1,027.00	
Light Er Up	1	Lump Sum	\$1,100.00	\$1,100.00	

11.4 Provide at least three (3) displays to be mounted on the roof of the Center.					
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Christmas Designers (Florida CDI	1	Lump Sum	\$1,188.00	\$1,188.00	9' Santa and Sleigh with 3 Deer or comparable, this display has a width of 30' and a height of 9'. 3 LED themed displays to be chosen by city (multiple choices available)
Brandano Displays, Inc.	1	Lump Sum	\$1,195.00	\$1,195.00	
Light Er Up	1	Lump Sum	\$2,250.00	\$2,250.00	

11.5 Alternate #1: Light at least nine (9) palm trees around front of the Center. This shall include both the tree trunks and palm fronds.					
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Light Er Up	1	Lump Sum	\$0.00	\$0.00	Wrapping of 9 palm trees in commercial grade LED lighting and a golden ring with 5-7 palm fronds Total Amount \$2,025.00
Brandano Displays, Inc.	1	Lump Sum	\$4,520.00	\$4,520.00	
Christmas Designers (Florida CDI	1	Lump Sum	\$8,820.00	\$8,820.00	

12	Fire Station 4 (Hillsboro and Federal Hwy)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$573.00	\$573.00	
	Light Er Up	1	Lump Sum	\$750.00	\$750.00	Section 12.1 Pricing \$750.00
	Christmas Designers (Florida CDI,LLC)	1	Lump Sum	\$950.00	\$950.00	

12.1 Provide one (1) 8" lighted menorah display

	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$573.00	\$573.00	This sculpture presents the traditional Menorah. The unit is 8' tall and 8' wide and lighted with LED c-7 Bulbs
	Light Er Up	1	Lump Sum	\$750.00	\$750.00	8 foot stainless steel menorah will be upgraded to 9 foot at no additional cost
	Christmas Designers (Florida CDI,LLC)	1	Lump Sum	\$950.00	\$950.00	

13 Fire Station 75 (71 SE 21ST Ave)

	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Light Er Up	1	Lump Sum	\$2,250.00	\$2,250.00	Pricing listed in section 13.1 \$2,250.00
	Brandano Displays, Inc.	1	Lump Sum	\$3,925.00	\$3,925.00	The Tree is traditionally at Station #4, and the Elf with the Firehose is at Station # 75 - see the added value items.
	Christmas Designers (Florida CDI,LLC)	1	Lump Sum	\$5,200.00	\$5,200.00	

13.1 Prepare and decorate one (1) City owned 20' holiday tree

	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Light Er Up	1	Lump Sum	\$2,250.00	\$2,250.00	Replace all lighting to LED at no additional cost, decorate with a chosen theme (multiple themes to choose from)
	Brandano Displays, Inc.	1	Lump Sum	\$3,925.00	\$3,925.00	Installation, Daily Maintenance, Dismantling and storage of 20' Christmas Tree. Lighted with LED miniature lights and colorful ornaments.
	Christmas Designers (Florida CDI,LLC)	1	Lump Sum	\$5,200.00	\$5,200.00	

14 Value Added Products or Services

	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Light Er Up	1	Lump Sum	\$0.00	\$0.00	Total Value Add Items 14.1-14.3 \$2,250.00 Total
	Christmas Designers (Florida CDI,LLC)	1	Lump Sum	\$1,800.00	\$1,800.00	
	Brandano Displays, Inc.	1	Lump Sum	\$8,215.00	\$8,215.00	

14.1	Value Added Item				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Light Er Up	1	Lump Sum	\$0.00	\$0.00	Additional Palm Trees \$175.00 each •Item 14.1 Station #75 71 SE 21st Ave (Beach). City Owned Elf with Hose Display 9' Tall x 16' Wide, 24Volt.
Brandano Displays, Inc.	1	Lump Sum	\$795.00	\$795.00	Installed, maintained and stored.
Christmas Designers (Florida CDI,LL		Lump Sum	\$1,800.00	\$1,800.00	

14.2	Value Added Item				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Christmas Designers (Florida CDI,LL		Lump Sum	\$0.00	\$0.00	Additional Palm Trees With 5-7 Palm Frowns \$225.00
Light Er Up	1	Lump Sum	\$0.00	\$0.00	each •Item 14.2 Ocean Way Lighted Way 3rd street to 4th Street Trees. The 12 palm trees nearest to the curb between the 3rd and 4th street will be lighted with 300 LED bright white miniature lights each. All 24 Volt with weatherproof connections. Includes wiring harness and transformers
Brandano Displays, Inc.	1	Lump Sum	\$2,520.00	\$2,520.00	

14.3	Value Added Item				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Christmas Designers (Florida CDI,LL		Lump Sum	\$0.00	\$0.00	
Light Er Up	1	Lump Sum	\$0.00	\$0.00	LED Twinkly Light Show Panels 10' x 10' \$1,850.00 each •Item 14.3 Daily service and maintenance will be provided which include turning on the displays at 5:30 each night and powering down at sunrise in the morning. A Technician will be on site each evening while the displays are illuminated to insure everything is operating safely and properly for an uninterrupted guest experience.
Brandano Displays, Inc.	1	Lump Sum	\$4,900.00	\$4,900.00	

14.4	Value Added Item				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Christmas Designers (Florida CDI,LL		Lump Sum	\$0.00	\$0.00	
Brandano Displays, Inc.	1	Lump Sum	No Bid		
Light Er Up	1	Lump Sum	No Bid		

14.5	Value Added Item					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Christmas Designers (Florida CDI,1L		Lump Sum	\$0.00	\$0.00	
	Brandano Displays, Inc.	1	Lump Sum	No Bid		
	Light Er Up	1	Lump Sum	No Bid		

14.6	Value Added Item					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Christmas Designers (Florida CDI,1L		Lump Sum	\$0.00	\$0.00	
	Brandano Displays, Inc.	1	Lump Sum	No Bid		
	Light Er Up	1	Lump Sum	No Bid		

14.7	Value Added Item					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Christmas Designers (Florida CDI,1L		Lump Sum	\$0.00	\$0.00	
	Brandano Displays, Inc.	1	Lump Sum	No Bid		
	Light Er Up	1	Lump Sum	No Bid		

14.8	Value Added Item					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Christmas Designers (Florida CDI,1L		Lump Sum	\$0.00	\$0.00	
	Brandano Displays, Inc.	1	Lump Sum	No Bid		
	Light Er Up	1	Lump Sum	No Bid		

14.9	Value Added Item					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Christmas Designers (Florida CDI,1L		Lump Sum	\$0.00	\$0.00	
	Brandano Displays, Inc.	1	Lump Sum	No Bid		
	Light Er Up	1	Lump Sum	No Bid		

14.10	Value Added Item					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Christmas Designers (Florida CDI,1L		Lump Sum	\$0.00	\$0.00	
	Brandano Displays, Inc.	1	Lump Sum	No Bid		
	Light Er Up	1	Lump Sum	No Bid		

14.11	Value Added Item					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Christmas Designers (Florida CDI,1L		Lump Sum	\$0.00	\$0.00	
	Brandano Displays, Inc.	1	Lump Sum	No Bid		
	Light Er Up	1	Lump Sum	No Bid		

14.12	Value Added Item					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Christmas Designers (Florida CDI,1L		Lump Sum	\$0.00	\$0.00	
	Brandano Displays, Inc.	1	Lump Sum	No Bid		
	Light Er Up	1	Lump Sum	No Bid		

Event Number	22-27-JW	Organization	City of Deerfield Beach
Event Title	Professional Holiday Lighting and Decorations	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach (City) is seeking experienced	Event Owner	Jeremin Worlds
Event Type	RFP	Email	jworlds@deerfield-beach.com
Issue Date	4/20/2022 02:01:59 PM (ET)	Phone	(954) 480-4415
Close Date	5/17/2022 01:00:00 PM (ET)	Fax	(954) 480-4388

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Light Er Up	Medley	FL	5/17/2022 12:02:58 PM (ET)	55	\$98,420.00
Brandano Displays, Inc.	Margate	FL	5/17/2022 10:51:49 AM (ET)	55	\$162,982.00
Christmas Designers (Florida CDI, LLC)	Pompano Beach	FL	5/17/2022 11:50:34 AM (ET)	64	\$252,161.00

Best and Final Offer (BAFO)

Original Price	BAFO Price
162,982.00	149,943.44

1	International Fishing Pier (200 NE 21st Avenue)						
	Supplier	QTY	UOM	Price	Extended	BAFO Price	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$11,750.00	\$11,750.00	\$10,810.00	

1.1	Light entire length of pier rails with draping lights on both sides with decorations hanging between draping lights.						
	Supplier	QTY	UOM	Price	Extended		Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$8,000.00	\$8,000.00	\$7,360.00	1 The Pier will be the focal point of the lighting experience this Holiday season. The Pier will be double draped with 4400' of LED miniature lights spaced every 4" for a total of 13,600 lights, Lights alternate White and Blue. All products will be the 24 Volt Blachere Type featuring Green Rubber insulation and coaxial weather tight connections. Complementing the drape will be six (6) 5' snowflakes attached to outside of the rails these will also feature 24 Volt technology.

1.2	Mount themed displays on all light posts.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$2,350.00	\$2,350.00	Each of the 6 poles will feature a lighted glitter filled themed element, 6' tall colorful Angel Fish, 6' Marlin with a Santa Hat, 7' Seahorse, 7' manatee with a package, 5' Starfish and a 5' Sea Turtle.

1.3	Light roof line of pavilion at the end of the pier					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$1,400.00	\$1,400.00	Eaves of the building at the end of the Pier will be lighted with 24 Volt Blachere lights matching the Rails of the Pier. This installation will require special equipment

2	Approach tower/Gazebo and Arbor (NE 2nd Street)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$3,550.00	\$3,550.00	

2.1	Light outline of the structures.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$1,400.00	\$1,400.00	The approach Tower and Arbor will be outlined in 24 Volt lights matching the Welcome Center and the Pier.

2.2	Provide at least four (4) themed displays for sides of tower/gazebo.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$1,050.00	\$1,050.00	Three sides of the Tower will feature a custom Reef lighted sculpture, featuring sea horses, sea turtles and starfish.
						\$966.00

2.3	Provide at least one (1) themed display for top of arbor.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$1,100.00	\$1,100.00	The Top of the arbor will feature a nautical themed display of 2 Dolphins and 3 starbursts, Dolphins will be glitter filled and lighted with 24 Volt Technology.
						\$1,012.00

3	Pier Building (200 NE 21st Avenue)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$14,000.00	\$14,000.00	
						\$12,880.00

3.1	Light at least thirteen (13) palm trees surrounding the building with emphasis on the east, west, and south side of the building and parking lot. This shall include the trunk of the palm trees only.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$3,900.00	\$3,900.00	Thirteen (13) trees on the West and Ocean side of the Welcome Center will be lighted with 400 bright white miniature lights each. Blachere Brand 24 V LED with weatherproof connections
						\$3,588.00

3.2	Light building roof line to include the second story deck on the east side.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$2,400.00	\$2,400.00	Will be lighted (Draped) in 24 Volt Blachere blue and white LED lights matching the Pier.
						\$2,208.00
3.3	Provide large themed display for rooftop.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$1,800.00	\$1,800.00	The top of the Welcome Center will include a lighted display featuring a custom Reef design of Turtles and Fish replacing the Sailboats used in the past. (Glitter), an Elf Diving and 2 leaping Dolphins, all 24Volt LED Lights.
						\$1,656.00
3.4	Alternate #1: Light at least thirteen (13) palm trees surrounding the building with emphasis on the east, west, and south side of the building and parking lot. This shall include both the tree trunks and palm fronds.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$5,900.00	\$5,900.00	
						\$5,428.00
4	Ocean Way (from NE 2nd Street to SE 3rd Street)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$33,450.00	\$33,450.00	
						\$30,774.00
4.1	Light at least forty-five (45) palm trees closest to the street along the east side of Ocean Way. This shall include the trunk of the palm trees only.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$9,450.00	\$9,450.00	
						\$8,694.00
4.2	Provide at least thirty (30) nautical theme displays on the grass berm.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$24,000.00	\$24,000.00	
						\$22,080.00

4.3	Alternate #1: Light at least forty-five (45) palm trees closest to the street along the east side of Ocean Way. This shall include both the tree trunks and palm fronds.					
-----	--	--	--	--	--	--

Supplier	QTY	UOM	Price	Extended		Supplier Notes
Brandano Displays, Inc.	1	Lump Sum	\$0.00	\$0.00	\$0.00	lighting Fronds on these trees is not recommended

5	Sullivan Park Holiday Package (1701 Riverview Road)					
---	---	--	--	--	--	--

Supplier	QTY	UOM	Price	Extended		Supplier Notes
Brandano Displays, Inc.	1	Lump Sum	\$22,660.00	\$22,660.00	\$20,847.20	

5.1	Light roof line of the building.					
-----	----------------------------------	--	--	--	--	--

Supplier	QTY	UOM	Price	Extended		Supplier Notes
Brandano Displays, Inc.	1	Lump Sum	\$980.00	\$980.00	\$901.60	Roofline Lighting of Amphitheater Roofline will be lighted on all sides. 24Volt multi color lights with white strobes.

5.2	Light at least twenty-eight (28) palm trees along the main entrance/exit pathway of the park as well as the splash pad. This shall include the trunk of the palm trees only.					
-----	--	--	--	--	--	--

Supplier	QTY	UOM	Price	Extended		Supplier Notes
Brandano Displays, Inc.	1	Lump Sum	\$4,900.00	\$4,900.00	\$4,508.00	The 28 palm trees nearest to the curb will be lighted with 250 LED bright white 24 Volt miniature lights each. All coaxial weather-proof connections

5.3	Provide at least five (5) displays along the Intracoastal Waterway.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
						10 Large Nautical and Holiday themed display elements will be set strategically on the green space along the walkways creating 5 themed areas visible from the water. Will include Happy Holidays, Teddy Bears, Pelicans, Manatees, Alligators, Doves, Elves and Colorful fish and Birds. All 24 Volt.
	Brandano Displays, Inc.	1	Lump Sum	\$6,000.00	\$6,000.00	\$5,520.00

5.4	Alternate #1: Light at least twenty-eight (28) palm trees along the main entrance/exit pathway of the park as well as the splash pad. This shall include both the tree trunks and palm fronds.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
						The 28 palm trees nearest to the curb will be lighted with 250 LED bright white 24 Volt miniature lights in each trunk and 300 lights in the fronds. All coaxial weather-proof connections.
	Brandano Displays, Inc.	1	Lump Sum	\$10,780.00	\$10,780.00	\$9,917.60

6	Cove Shipping Center Entrance Holiday Package (Hillsboro Boulevard & SE 15th Terrace)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$12,720.00	\$12,720.00	\$11,702.40

6.1	Light Pavilion roof line at the entrance					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
						1 Four (4) sides will be lighted with Cool White Blachere brand lights, at 2 levels. Lights will drape and be spaced 2" apart.
	Brandano Displays, Inc.	1	Lump Sum	\$560.00	\$560.00	\$515.20

6.2	Light eight (8) entrance palms. This shall include the trunks of the palm trees only.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$4,480.00	\$4,480.00	Eight Royal Palms at the Hillsboro Entrance will each be lighted with 1000 Cool White LED miniature lights each, Blachere Type. All weather-proof connections
					\$4,121.60	

6.3	Alternate #1: Light eight (8) entrance palms. This shall include both the tree trunks and the palm fronds.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$7,680.00	\$7,680.00	Eight (8) Royal Palms at the Hillsboro Entrance will each be lighted with 1000 Cool White LED miniature lights in the trunks and 500 lights in the fronds, Blachere Type. All weather-proof connections.
					\$7,065.60	

6.4	Light eight (8) entrance palms. This shall include the trunks of the palm trees only.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$0.00	\$0.00	Same as 6.2
					\$0.00	

6.5	Alternate #1: Light eight (8) entrance palms. This shall include both the tree trunks and palm fronds.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$0.00	\$0.00	same as 6.3
					\$0.00	

7	Tennis Center at Pioneer Park (222 NE 2nd Avenue)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$14,014.00	\$14,014.00	\$12,892.88

7.1	Light roof line of the Center.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$745.00	\$745.00	110 ' LED roofline lighting
					\$685.40	

7.2	Light at least seven (7) palm trees around entranceway of the Center. This shall include the trunk of the palm trees only.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$3,885.00	\$3,885.00	\$3,574.20 17 Palm Trees lighted with cool white miniature lights
7.3	Light at least six (6) planter palms around the entranceway of the Center.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$840.00	\$840.00	\$772.80 6 Planter Palms lighted with cool white miniature lights
7.4	Drape garland and red velvet bows along the porch fence.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$1,147.00	\$1,147.00	\$1,055.24 120' of Garland Draped over the Porch with 16" Red Velvet Bows
7.5	Provide at least three (3) displays for in front of the Center.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$597.00	\$597.00	\$549.24 Deer Scene Sculptures; 7' looking up, 7' grazing, 4' Baby.
7.6	Alternate #1: Light at least seven (7) palm trees around entranceway of the Center. This shall include both the tree trunks and palm fronds.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$6,800.00	\$6,800.00	\$6,256.00 17 palm trees
8	Constitution Park & Arboretum (2841 W. Hillsboro Boulevard)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$7,824.00	\$7,824.00	\$7,198.08
8.1	Light roof line of the Center.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$1,821.00	\$1,821.00	\$1,675.32 254 ' LED roofline lighting

8.2	Light at least three (3) palm trees in front of the Center. This shall include the trunk of the palm trees only.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$840.00	\$840.00	3 Palm Trees lighted with cool white miniature lights
8.3	Light at least one (1) oak tree in front of the Center. This shall include the trunk of the tree only.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$1,750.00	\$1,750.00	1 Oak Tree with 50 sets of cool white miniature lights
8.4	Mount wreath with bow over entrance.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$250.00	\$250.00	4' Diameter Lighted wreath and Bow mounted over entrance
8.5	Drape garland and red velvet bows over entrance.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$428.00	\$428.00	36' of Garland Draped over entrance with 16" Red Velvet Bows
8.6	Provide at least three (3) displays for in front of the Center.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$1,195.00	\$1,195.00	10' tall Girl Building a Snowman, This scene has a width of 8 1/2' and a height of 9 1/2'. Up North Deer Scene; 7' looking up, 7' grazing, 4' Baby.
8.7	Alternate #1: Light at least three (3) palm trees in front of the Center. This shall include both the tree trunks and palm fronds.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$1,540.00	\$1,540.00	
9	Oveta McKeithen Recreational Complex (445 SW 2nd Street)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$10,631.00	\$10,631.00	

9.1	Light roof line of the Center and gymnasium.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$2,359.00	\$2,359.00	190 ' LED roofline lighting on the Tigner Community Center, 175' LED roofline lighting on the Leo J. Robb Memorial Gymnasium
						\$2,170.28
9.2	Light at least eight (8) palm trees in front of the Center and gymnasium. This shall include the trunk of the palm trees only.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$2,240.00	\$2,240.00	8 Palm Trees lighted with cool white miniature lights
						\$2,060.80
9.3	Provide at least two (2) displays to be mounted on the roof of the Center.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$597.00	\$597.00	12' Tall x 11' Wide Puppy in a Package Display, or comparable Tigner center
						\$549.24
9.4	Provide at least two (2) displays to be mounted on the roof line of the gymnasium.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$1,195.00	\$1,195.00	Santa and Sleigh Display with 3 deer. 9' Tall x 30' Wide or comparable Robb Gym Rooftop
						\$1,099.40
9.5	Alternate #1: Light at least eight (8) palm trees in front of the Center and gymnasium. This shall include both the tree trunks and palm fronds.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$4,240.00	\$4,240.00	
						\$3,900.80
10	Highlands Community Center (1650 NE 50th Court)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$9,835.00	\$9,835.00	
						\$9,048.20

10.1	Light roof line of the Center.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$573.00	\$573.00	80 ' LED roofline lighting, multi colored c-7 bulbs
						\$527.16

10.2	Light at least nine (9) palm trees around front of the Center. This shall include the trunk of the palm trees only.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$2,520.00	\$2,520.00	9 Palm Trees lighted with Cool White and Red miniature lights, LED Coaxial weatherproof type
						\$2,318.40

10.3	Mount two (2) wreaths with bows on building.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$1,027.00	\$1,027.00	Two 48" wreaths and 18' of lighted Garland Draped over The Wreaths with 16" Red Velvet Bows
						\$944.84

10.4	Provide at least three (3) displays to be mounted on the roof of the Center.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$1,195.00	\$1,195.00	9' Santa and Sleigh with 3 Deer, This display has a width of 30' and a height of 9'.
						\$1,099.40

10.5	Alternate #1: Light at least nine (9) palm trees around front of the Center. This shall include both the tree trunks and palm fronds.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$4,520.00	\$4,520.00	
						\$4,158.40

11	Hillsboro Community Center (50 Hillsboro Technology Drive)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$9,835.00	\$9,835.00	
						\$9,048.20

11.1	Light roof line of the Center.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$573.00	\$573.00	
						\$527.16

11.2	Light at least nine (9) palm trees around front of the Center. This shall include the trunk of the palm trees only.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$2,520.00	\$2,520.00	9 Palm Trees lighted with Cool White and Red miniature lights, LED Coaxial weatherproof type.
						\$2,318.40
11.3	Mount two (2) wreaths with bows on building.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$1,027.00	\$1,027.00	Two 48" wreaths and 36' of lighted Garland Draped over The Wreaths with 16" Red Velvet Bows
						\$944.84
11.4	Provide at least three (3) displays to be mounted on the roof of the Center.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$1,195.00	\$1,195.00	9' Santa and Sleigh with 3 Deer or comparable, this display has a width of 30' and a height of 9'.
						\$1,099.40
11.5	Alternate #1: Light at least nine (9) palm trees around front of the Center. This shall include both the tree trunks and palm fronds.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$4,520.00	\$4,520.00	
						\$4,158.40
12	Fire Station 4 (Hillsboro and Federal Hwy)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$573.00	\$573.00	
						\$527.16
12.1	Provide one (1) 8" lighted menorah display					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$573.00	\$573.00	This sculpture presents the traditional Menorah. The unit is 8' tall and 8' wide and lighted with LED c-7 Bulbs
						\$527.16

13	Fire Station 75 (71 SE 21ST Ave)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$3,925.00	\$3,925.00	The Tree is traditionally at Station #4, and the Elf with the Firehose is at Station # 75 - see the added value items.
						\$3,611.00

13.1	Prepare and decorate one (1) City owned 20' holiday tree					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$3,925.00	\$3,925.00	Installation, Daily Maintenance, Dismantling and storage of 20' Christmas Tree. Lighted with LED miniature lights and colorful ornaments.
						\$3,611.00

14	Value Added Products or Services					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$8,215.00	\$8,215.00	
						\$7,557.80

14.1	Value Added Item					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	\$795.00	\$795.00	•Item 14.1 Station #75 71 SE 21st Ave (Beach). City Owned Elf with Hose Display 9' Tall x 16' Wide, 24Volt. Installed, maintained and stored.
						\$731.40

14.2	Value Added Item					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
						Item 14.2 Ocean Way Lighted Way 3rd street to 4th Street Trees. The 12 palm trees nearest to the curb between the 3rd and 4th street will be lighted with 300 LED bright white miniature lights each. All 24 Volt with weatherproof connections. Includes wiring harness and transformers
	Brandano Displays, Inc.	1	Lump Sum	\$2,520.00	\$2,520.00	\$2,318.40

14.3	Value Added Item					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
						Item 14.3 Daily service and maintenance will be provided which include turning on the displays at 5:30 each night and powering down at sunrise in the morning. A Technician will be on site each evening while the displays are illuminated to insure everything is operating safely and properly for an uninterrupted guest experience.
	Brandano Displays, Inc.	1	Lump Sum	\$4,900.00	\$4,900.00	\$4,508.00

14.4	Value Added Item					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	No Bid		

14.5	Value Added Item					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	No Bid		
14.6	Value Added Item					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	No Bid		
14.7	Value Added Item					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	No Bid		
14.8	Value Added Item					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	No Bid		
14.9	Value Added Item					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	No Bid		
14.10	Value Added Item					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	No Bid		
14.11	Value Added Item					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	No Bid		
14.12	Value Added Item					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brandano Displays, Inc.	1	Lump Sum	No Bid		



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1402

Agenda Date: 8/2/2022

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 Award of Request for Proposals #22-28-JW for the design, supply, and install of playground equipment for Oveta McKeithen Park; authorizing execution of an agreement with the top-ranked, responsive and responsible proposer Playmore West, Inc. for the services in an amount not to exceed \$546,931.00 with a 10% contingency; approving the use of target area trust funds in an amount not to exceed \$300,000.00; providing for appropriation of funds, implementation and an effective date. (Funds from Account #399-7035-572-62-00 - OMRC Playground & Target Area Trust Fund - Transfer to General Capital Project Fund)

Recommended Action

Commission to Vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$600,000

Account Name: OMRC Playground

Account Number: 399-7035-572-62-00 for \$300,000

Secondary Account Name: Target Area Trust Fund - Transfer to General Capital Project Fund (\$300,000)

Background/History

The Parks and Recreation Department was awarded funding from the Community Development Block Grant program for the installation of a replacement playground in Oveta McKeithen Park. The total grant for FY22 was \$300,000 and it was appropriated in the General Capital Project Fund. The department determined that the importance of a unique, community-designed destination playground in this area was essential to improving the quality of life for the entire community.

Centrally located within the City, Oveta McKeithen Park is one of three community parks in Deerfield Beach. In March, when it was safe to begin in-person meetings with the community, Parks and Recreation began hosting a Community Engagement Cafe (CEC) for the design of a playground. With the input from this engagement project, the schematic design, and theme of the playground were developed.

This will be the largest playground within our park system and will serve not only as a playground but as a community space designed to share the history and culture of Deerfield Beach in a fun and interactive way.

Current Activity

Proposals were received on June 17, 2022, and evaluated on July 11, 2022. The top proposal was from Playmore West, Inc. at approximately \$496,931.00. The specifications called for the final selection of equipment to be done in coordination with the Director of Parks and Recreation. This will allow the community that designed this playground to have a final review of this destination playground. Once approved, the Director and representatives from Playmore will present the design at the next Community Engagement Cafe. The community engagement feature is estimated to be a maximum of \$50,000. It is requested that the Commission approve an amount of \$546,931.00, which includes the bid response of \$496,931, the community engagement feature at \$50,000. Staff is also recommending approval of a 10% contingency. Funding is being requested from the Target Area Trust Fund (not to exceed \$300,000) to cover the gap from the CDBG funding, for a total project cost not to exceed \$546,931.00, with a 10% contingency.

Recommendation

Staff recommends City Commission approval to award the contract to Playmore Recreation Products for the design, purchase, and installation of a destination playground at Oveta McKeithen Park.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF REQUEST FOR PROPOSALS #22-28-JW FOR THE DESIGN, SUPPLY, AND INSTALL OF PLAYGROUND EQUIPMENT FOR OVETA MCKEITHEN PARK; AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE TOP RANKED, RESPONSIVE AND RESPONSIBLE PROPOSER PLAYMORE WEST, INC. FOR THE SERVICES IN AN AMOUNT NOT TO EXCEED \$546,931.00 WITH A 10% CONTINGENCY; APPROVING THE USE OF TARGET AREA TRUST FUNDS IN AN AMOUNT NOT TO EXCEED \$300,000.00; PROVIDING FOR APPROPRIATION OF FUNDS, IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City is seeking a contractor to provide the design, supply, and installation of playground equipment for Oveta McKeithen Park (the “Services”); and

WHEREAS, the City issued Request for Proposals No. 22-28-JW (the “RFP”) for Design, Supply, and Install Playground Equipment for Oveta McKeithen Park (the “Project”); and

WHEREAS, the RFP was advertised in the legal notices section of the Sun Sentinel on May 18, 2022, and the notice was also sent to 41 prospective respondents via the e-Procurement Marketplace; and

WHEREAS, ten firms viewed the RFP documents; and

WHEREAS, on June 17, 2022 at 9:00 a.m., the due date and time for the responses, the Purchasing and Contract Division (the “Division”) closed and unsealed the three proposals that were timely received, and reviewed the proposals to ensure it met the RFP requirements; and

WHEREAS, one proposer was deemed nonresponsive due to not submitting the required bid bond prior to the RFP closing date and time; and

WHEREAS, the evaluation committee independently reviewed and scored the two responsive proposals in accordance with the weighted criteria stated in the RFP prior to the first evaluation committee meeting; and

WHEREAS, the evaluation meeting was held on July 11, 2022, to score the proposals based on the weighted criteria stated in the RFP; and

WHEREAS, the evaluation committee was unanimous in their decision to recommend award of the RFP to Playmore West, Inc. (“Playmore”), as the top ranked responsive and responsible proposer; and

WHEREAS, Playmore submitted a proposal for the Services in an amount not to exceed \$496,931.00; and

WHEREAS, the evaluation committee recommends that the City Commission approve the award of the RFP to the top ranked, responsive and responsible proposer, Playmore and authorize execution of an agreement with Playmore for the Services; and

WHEREAS, Playmore's proposal included an option for the design and installation of an elevated, concrete ramp structure to the playground area (the "Concrete Ramp") in an amount of \$50,000.00; and

WHEREAS, City staff including the Concrete Ramp in the Project, for a total amount not to exceed \$546,931.00 with a 10% contingency for the Services; and

WHEREAS, the playground at Oveta McKeithen Park is located within the target area designated pursuant to City Code Section 2-344 for use of City target area trust funds; and

WHEREAS, pursuant to City Code Section 2-344, the City Commission may approve such projects and expenditures within the target area for use of target area trust fund moneys that it believes will aid in the redevelopment and improve the quality of life in the target area; and

WHEREAS, City staff is recommending the use of \$300,000 in target area trust funds to help fund the Services and playground project at Oveta McKeithen Park (the "Project").

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

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

Section 2. The City Commission hereby approves the award of the RFP to Playmore for the Services.

Section 3. The City Manager is hereby authorized to execute an agreement with Playmore for the Services for in an amount not to exceed \$546,931.00 with a 10% contingency, consistent with the terms of the RFP, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The City Commission hereby finds that the Services and Project will aid in the redevelopment and improve the quality of life in the target area, and hereby approves the Services and Project for use of target area trust funds in an amount not to exceed \$300,000.

Section 5. The appropriate City officials are authorized to make the necessary appropriations from the target area trust fund to fund expenditures for the Services and Project and to do all things necessary to carry out the aims of this Resolution.

Section 6. 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: Teresa Rynard, Director of Parks and Recreation

FROM: Paul Collette, Buyer

THRU Stephanie Tinsley, Chief Financial Officer

DATE: July 12, 2022

RE: **Design, Supply and Install Playground Equipment for Oveta McKeithen Park, RFP #22-28-JW**

The Purchasing and Contract Administration Division recently issued a Request for Proposals (RFP) for Design, Supply and Install Playground Equipment for Oveta McKeithen Park, RFP #22-28-JW. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- The RFP was advertised in the legal notices section of the Sun-Sentinel on May 18, 2022.
- The notice was also sent to forty-one (41) prospective Offeror's via the e-Procurement Marketplace.
- Ten (10) vendors viewed the documents of the RFP.
- On May 23, 2022 at 9:00 AM EST, a Non-Mandatory Site Visit and Examination was held.
- On May 23, 2022 at 10:15 AM EST, a Non-Mandatory Pre-Proposal Conference was held in person and via Zoom.
- On June 17, 2022, at 1:00 PM EST, the due date and time, the Purchasing and Contract Administration Division closed and unsealed three (3) proposals. The proposals were reviewed by the Purchasing and Contract Administration Division to ensure the proposals met the RFP requirements.
- One (1) Offeror, Bliss Products and Services, Inc. response was deemed non-responsive. Reason: They did not submit the required Bid Bond prior to the RFP closing date and time (June 17, 2022 at 1:00 p.m. EST) as a condition of responsiveness. Offerors who do not submit a bid security prior to the competitive solicitation close date and time, shall be deemed non-responsive and rejected from the award.
- Subsequently, each member of the evaluation committee appointed by the City Manager received their evaluation packages that consisted of: evaluation committee policies and procedures, and the evaluation sheets.
- Each Evaluation Committee Member independently reviewed and scored the two (2) responsive proposals according to the weighted criteria stated in the RFP prior to the public evaluation meeting held on July 11, 2022 at 11:00 AM EST in person.

- The Evaluation Committee consisted of: Teresa Rynard, Director of Parks and Recreation; Sherry Wilson, Assistant Director of Parks and Recreation; Jeffrey Brazil, Construction Project Manager.
- The proposals were evaluated based on the following weighted criteria:

Criteria	Weight
Experience and Qualifications	3
Past Performances	3
Product Design	3
Ability to Meet Completion Time and Budget Requirements	3
References	2
Price	1

- The proposals were scored and ranked (after Evaluation Committee Members Independent Review) as follows:

Ranking	Teresa Rynard	Sherry Wilson	Jeffrey Brazil	Total	Ranking
Playmore West, Inc.	122 ¹	124 ¹	96 ²	4	1
MBR Construction, Inc.	81 ²	113 ²	111 ¹	5	2

- None of the Proposers provided evidence for the Disadvantage Business Enterprise Program stated in the RFP documents, as per City Ordinance Section 38-130, which allows their scores to be adjusted upward by five (5%) percent.
- There were no changes to the scores and ranking after Committee Members' discussion of the proposals.
- A motion was made by Jeffrey Brazil to recommend to the City Commission to approve the ranking and award a contract to the first ranked Proposer, Playmore West, Inc. The motion was seconded by Teresa Rynard. The Evaluation Committee was unanimous in their decision.
- Documentation related to this solicitation may be obtained by e-mailing Sandra Francis, Administrative Assistant at sfrancis@deerfield-beach.com or Paul Collette, Buyer at pcollette@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, the Evaluation Committee is recommending to the City Commission to approve the ranking and award a contract to the first ranked Proposer, Playmore West, Inc.

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

Att: Tabulation Sheets, Tabulation Summary, Scope of Work

1	Design, Supply and Install Playground Equipment for Oveta McKeithen Park as per bid documents.						Playground Description/Model #'s
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
							These playground structures are Challenger models, with one designed for children 2-5 years old and one for children 5-12 years old. The total playground area is 7,552 square feet and can accommodate 170 children. The design includes a custom Train Action Vehicle and all the playground equipment is both ASTM and CPSC certified.
	Playmore Recreational Products and Services (Playmore West, Inc.)	1	Lump Sum		\$321,806.00	\$321,806.00	
	MBR Construction, Inc.	1	Lump Sum		\$590,918.00	\$590,918.00	Included with Response Attachments

2	Installation of ASTM, CPSI Approved artificial playground turf meeting or exceeding all safety standards.						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	MBR Construction, Inc.	1	Lump Sum		\$112,573.00	\$112,573.00	
	Playmore Recreational Products and Services (Playmore West, Inc.)	1	Lump Sum		\$125,000.00	\$125,000.00	

3	Installation of a 6" Concrete around all playground surfacing						Product Description/Part #'s
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
							Playmore is providing the City with a \$50,000 allowance to design and install an elevated, concrete ramp structure to the playground area.
	Playmore Recreational Products and Services (Playmore West, Inc.)	1	Lump Sum		\$13,125.00	\$13,125.00	The safety surfacing is artificial turf, as requested. We have included a 4" x 6" concrete curb around the entire playground area for containment and protection of the surfacing.
	MBR Construction, Inc.	1	Lump Sum		\$20,488.00	\$20,488.00	Included with Response Attachments

4	Bonding and Insurances.						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	MBR Construction, Inc.	1	Lump Sum		\$9,616.00	\$9,616.00	
	Playmore Recreational Products and Services (Playmore West, Inc.)	1	Lump Sum		\$12,000.00	\$12,000.00	

5	Permitting.						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	MBR Construction, Inc.	1	Lump Sum		\$15,189.00	\$15,189.00	
	Playmore Recreational Products and Services (Playmore West, Inc.)	1	Lump Sum		\$25,000.00	\$25,000.00	

Event Number	22-28-JW Addendum 1	Organization	City of Deerfield Beach
Event Title	Design, Supply and Install Playground Equipment	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach is actively seeking proposals for the design, supply and installation of playground equipment for the City of Deerfield Beach.	Event Owner	Jeremin Worlds
Event Type	RFP	Email	jworlds@deerfield-beach.com
Issue Date	5/18/2022 11:04:02 AM (ET)	Phone	(954) 480-4415
Close Date	6/17/2022 01:00:00 PM (ET)	Fax	(954) 480-4388

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Playmore Recreational Products and Services (Playmore West, Inc.)	Fort Myers	FL	6/16/2022 03:00:47 PM (ET)	5	\$496,931.00
MBR Construction, Inc.	Ft. Lauderdale	FL	6/17/2022 11:41:21 AM (ET)	5	\$748,784.00

City of Deerfield Beach

Design, Supply and Install Playground Equipment for Oveta McKeithen Park, RFP #22-28-JW

SECTION VI - SCOPE OF WORK

1. General

- a. The City of Deerfield Beach hereinafter referred to as City, is actively seeking proposals from qualified Offerors for the Oveta McKeithen Park Playground Design, Furnish, and Install Project. The project consists of improvements, which include: The design should be inclusive and not just accessible. Additionally, the vendor will work with the Park Director on equipment selection to accomplish the community's desire to include historical elements of Deerfield Beach. Installation includes shade structures, playground equipment, artificial turf which meets all ASTM and Certified Playground Safety Standards, and all materials necessary to complete the playground project. This park is currently operational and heavily utilized by the community. The park will remain open during construction with only the construction zone closed to public access. The work shall be performed in full accordance with the terms, conditions, the scope of work, and exhibits contained in this Request for Proposal (RFP).
- b. The awarded Contractor shall provide all labor, materials, equipment, tools, travel, supervision, inspections, insurances, bonding, permits, and incidentals for supply and install playground, surfacing and shade structures at Oveta McKeithen Park, 445 SW 2nd St, Deerfield Beach, FL 33441.
- c. This is a federally funded project through the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant Program (CDBG). The Federal Davis-Bacon Act Wage Rates for each different type of work are specified and must be complied with in this RFP. The City complies with Section 3 Clause of the Housing and Urban Development Act of 1968, which offers an equal opportunity without regard to race, color, sex, religion, and/or national origin, and encourages the participation of small, minority, and women-owned businesses.
- d. Absence of any variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.

2. Scope of Work

The design theme for the playground is representative of Deerfield Beach and our history. The general scope of the project should include the following:

- a. The playground layout design should provide the maximum number of play elements and the maximum number of inclusive play elements.
- b. The playground should provide a challenging and exciting play experience for children.
- c. Play area for children ages 2-5 years old: This playground area shall contain slides, climbers, and inclusive and accessible interactive ground and elevated components.
- d. Play area for children ages 5-12 years old: This playground area shall contain slides, climbers, and inclusive and accessible interactive ground and elevated components.
- e. Four to six (4-6) swings will be acceptable for various age groups and ability levels. Swing styles shall include toddler, belt style, disc, accessible (Americans with Disabilities Act (ADA) compliant). Other styles will also be considered.
- f. One (1) playground entrance sign and any small placard or play feature signage.
- g. Play surface shall be artificial turf surfacing meeting all ASTM and Playground Safety Standards with proper fall zones in all required areas. A 6" concrete edge curb will be required around all playground surfacing areas.

City of Deerfield Beach

Design, Supply and Install Playground Equipment for Oveta McKeithen Park, RFP #22-28-JW

- h. Playground shall have at least one-half of the features inclusive.
- i. Contractor should not include in their proposal any site amenities such as benches, trash receptacles, water fountains, barbecue grills, or tables.
- j. Contractor will be responsible for providing any necessary fencing around the playground area to prevent theft or use of the equipment during construction. Fencing shall be removed by the Contractor upon final acceptance by the City.
- k. All playground equipment surfacing and installation shall meet all ASTM Standards
- l. Playground shall have stand-alone shade structures (sail styles) over the playground area. Colors to be determined.

3. Important Design Considerations

- a. Estimated Budget: \$300,000
- b. Size / Area: The anticipated size of the playground area is approximately: 50' x 120' = 6,000 square feet.
- c. Target Age Group: Ages 2 through 12
- d. Design Theme: Deerfield Beach
- e. Playground must be highly vandal resistant. The use of wood materials is not desirable.
- f. The City desires playground equipment that will promote play activity.

4. Installation

All new playground equipment and playground surfacing shall be installed per manufacturers' specifications and ASTM Standards.

5. Design Format

The proposed design shall be provided in a conceptual rendering. Offerors shall submit one (1) Deerfield Beach-themed design. Product information (pictures, diagrams, manufacturer, and part numbers) shall be included with the Offeror's Response Attachments for all proposed products and play features.

6. Playground Equipment Warranty

a. Lifetime Limited Warranty

On all stainless-steel hardware, metal posts, aluminum posts, aluminum caps, and aluminum clamps against structural failure due to natural deterioration or corrosion, or defects in materials or workmanship.

b. Twenty-Five (25) Year Limited Warranty

On all cast aluminum Spring Rider castings against structural failure due to defects in materials or workmanship.

c. Fifteen (15) Year Limited Warranty

On all metal rails, metal slides, handles, rungs, loops, and walls, all coated perforated steel decks, steps, and bridges, all rotationally molded and HDPE sheet plastic components, excluding recycled plastic components, against structural failure due to defects in materials or workmanship.

City of Deerfield Beach

Design, Supply and Install Playground Equipment for Oveta McKeithen Park, RFP #22-28-JW

d. Ten (10) Year Limited Warranty

On all shade canopy fabric made of UV Stabilized HDPE monofilament yarn and tape against significant fading.

e. Three (3) Year Limited Warranty

On all springs, moving swing parts, swing seats, and other swing components, as well as all recycled plastic components against failure due to defects in materials or workmanship.

f. One (1) Year Limited Warranty

On any other products or parts not specifically covered above against failure due to defects in materials or workmanship.

7. Equipment Availability

The City has a very aggressive project schedule for the playground area. Equipment availability, lead time, and point of origin are all important for the success of this project. An evaluation factor for this has been included in the overall evaluation criteria. Offerors shall provide lead times on all equipment proposed in their design. In addition to the lead times, Offerors shall provide the point of origin of the equipment whether the equipment is produced in the United States or it is produced outside the United States.

8. Condition of Materials

- a. All materials and products supplied by the Contractor in conjunction with this proposal shall be new, warranted for their merchantability, fit for a particular purpose, free from defects, and consistent with industry standards. The products shall be delivered to the City in excellent condition. That any of the products supplied to the City are found to be defective or do not conform to the specifications/scope of work, the City reserves the right to return the product to the Contractor at no cost to City.
- b. Successful Contractor shall furnish all guarantees for Material or Equipment manufacturer warranties to the Project Contract Manager before final acceptance and payment by the City. Warranty periods shall commence upon final acceptance of the product by the City.

9. Contractors' Responsibilities

- a. Contractor shall be responsible for verifying all measurements and dimensions of the playground area to maximize the space for the playground equipment.
- b. Contractor shall provide design, permitting, and installation of contracted playground equipment.
- c. Contractor shall provide all labor, material, equipment, tools, travel, supervision, insurances, bonds, permits, and incidentals for the proper installation of the contracted playground equipment and safety surface.
- d. All materials shall be of the highest quality and must meet the following standards:
 - i. ADA - Americans with Disabilities Act
 - ii. ASTM - The American Society for Testing Materials
 - iii. IPEMA - The International Playground Equipment Manufacturers Association
 - iv. CPSC - Consumer Product Safety Commission
- e. Work shall be completed with following the latest editions of all Federal, State, County, and City requirements, including but not limited to South Florida Building Code, Broward County Code of Ordinances, City of Deerfield Beach Code of Ordinances, City of Deerfield Beach Engineering and Building Department requirements.

City of Deerfield Beach

Design, Supply and Install Playground Equipment for Oveta McKeithen Park, RFP #22-28-JW

10. Maintenance of Traffic (MOT)

- a. Contractor shall provide all items necessary to protect, warn and/or maintain vehicular and pedestrian traffic during the course of work.
- b. If necessary, the Contractor shall arrange for the services of a Traffic Engineer, registered as a Professional Engineer in the State of Florida, to prepare detailed Maintenance of Traffic (MOT) Plans for approval by the City and other governmental agencies having jurisdiction prior to the start of work activities.
- c. The Maintenance of Traffic Plan and all traffic warning and control devices shall conform to the applicable provisions of the latest editions of the national "Manual on Uniform Traffic Control Devices" (MUTCD), the 600 series of the Florida Department of Transportation's "Roadway and Traffic Design Standards", and Broward County's Minimum Standards Applicable to Public Rights of Way Under Broward County Jurisdiction".
- d. There will be no separate payment for the fee for Engineering Services if required.

11. Site Conditions

- a. Staging and Material Storage limited to City-owned property. The Contractor shall be responsible to properly secure all equipment and material from theft or vandalism.
- b. Working site-site (noise, safety requirements, hours, dust control, etc.) Noise Ord. - City Ord. #2001/008 & Ord. #2000/013 – Non-working hours.
- c. Follow Traffic Regulations - Maintenance of Traffic (MOT) of the RFP documents.

12. Protection of Property

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

13. Quality Assurance

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

14. Personnel

- a. The City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate, or otherwise objectionable and whose presence on City property is not in the best interests of the City. The City shall not have any duty to implement or enforce such requirements and such obligation shall be the sole responsibility of the Contractor to immediately address upon the City's

City of Deerfield Beach

Design, Supply and Install Playground Equipment for Oveta McKeithen Park, RFP #22-28-JW

notification to the Contractors supervisory staff on-site or the managerial point of contact designated to the contract.

- b.** The Contractors employees performing work on City property shall be in uniforms with the company's name, clean, courteous, sober, and competent. The Contractor agrees to be responsible for such personnel. All Contractors' personnel dealing with the public under this contract, shall be identified by name through the use of a nametag or embroidered name on his/her uniform. The Contractor agrees that the owners of the company, or officers of a corporation, shall be held fully responsible, except as otherwise prohibited by law, for acts of their personnel while on duty.
- c.** At least one (1) employee in a supervisory role at the worksite must be able to communicate clearly and fluently in the "English" language.

15. Contractor's Vehicles

The contractor's vehicles used on City projects shall be clean and presentable, in working condition, and identified with the name of the company and proper licensing.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1403

Agenda Date: 8/2/2022

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with National Fitness Campaign for the purchase and installation of an outdoor fitness court and art wall in an amount not to exceed \$227,350.00; approving the use of target area trust funds in an amount not to exceed \$227,350.00; providing for appropriation of funds, implementation and an effective date. (*Funds from Target Area Trust Funds - Improvement Other than Buildings*)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$227,350

Account Name: Target Area Trust Fund - Improvement Other Than Buildings

Background/History

In October 2021, the City of Deerfield Beach Parks and Recreation Department was approached by the National Fitness Campaign to apply for 1 of 10 Jean-Michel Basquiat art-inspired fitness courts.

Current Activity

In May, the City was approved as a site to select one of the ten pieces of art and display it as part of the Fitness Court. The site selected was to be in an area with health disparities. The City submitted an area along Pastor William Ford Linear Park and this site was approved. Additionally, the City selected "Boy and Dog in Johnnypump" a piece from Basquait that was completed in 1982 and recently sold for \$1M. The City Commission approved the piece, location and partnership with the National Fitness Campaign at the meeting on June 21, 2022. This request is to approve a purchase agreement for the art and fitness court in the amount of \$227,350 to be funded 100% from the Target Area Trust Fund.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AGREEMENT WITH NATIONAL FITNESS CAMPAIGN FOR THE PURCHASE AND INSTALLATION OF AN OUTDOOR FITNESS COURT AND ART WALL IN AN AMOUNT NOT TO EXCEED \$227,350.00; APPROVING THE USE OF TARGET AREA TRUST FUNDS IN AN AMOUNT NOT TO EXCEED \$227,350.00; PROVIDING FOR APPROPRIATION OF FUNDS, IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, each year, the National Fitness Campaign (the “NFC”) partners with an artist or artist foundation to include murals on 10 courts throughout the country; and

WHEREAS, the City of Deerfield Beach was approached by the NFC to gauge interest in partnering on an outdoor fitness court in a community with health disparity; and

WHEREAS, the City was selected to host the art piece entitled, “Boy and Dog in a Johnnypump” by Jean-Michel Basquiat (the “Artwork”), which was sold in 2020 for \$100 million; and

WHEREAS, the City was also awarded a small grant from the NFC to kick off the fundraising campaign for the installation of the Artwork; and

WHEREAS, on June 21, 2022, the City Commission approved the Artwork and location of the fitness court, and the partnership with NFC; and

WHEREAS, pursuant to Section 38-116(3)(b) of the City’s Procurement Code, acquisitions of or contracts for arts and entertainment (artistic services) may be made without utilizing a sealed competitive method or the written quotations method; further, NFC has provided documentation indicating that the NFC retains the ownership of the trademark, and all engineering, design, and manufacturing rights for the Fitness Court; and

WHEREAS, City staff recommends entering into an agreement with the NFC for the purchase and installation of the Artwork and fitness court in an amount not to exceed \$227,350.00 (the “Agreement”); and

WHEREAS, the Artwork and fitness court are located within the target area designated pursuant to City Code Section 2-344 for use of City target area trust funds; and

WHEREAS, pursuant to City Code Section 2-344, the City Commission may approve such projects and expenditures within the target area for use of target area trust fund moneys that it believes will aid in the redevelopment and improve the quality of life in the target area; and

WHEREAS, City staff is recommending the use of \$227,350 in target area trust funds to fund the purchase and installation of the Artwork and fitness court (the “Project”).

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

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

Section 2. The City Commission hereby approves an agreement with the NFC for the purchase and installation of the Artwork and fitness court in an amount not to exceed \$227,350.00.

Section 3. The City Manager is hereby authorized to execute the Agreement with NFC for the purchase and installation of the Artwork and fitness court, together with such terms as may be acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The City Commission hereby finds that the Project will aid in the redevelopment and improve the quality of life in the target area, and hereby approves the Project for use of target area trust funds in an amount not to exceed \$227,350.

Section 5. The appropriate City officials are authorized to make the necessary appropriations from the target area trust fund to fund expenditures for the purchase and installation of the Artwork and fitness court and to do all things necessary to carry out the aims of this Resolution.

Section 6. 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



Deerfield Beach, FL Jean-Michel Basquiat/NFC Campaign 2022 Funding Cycle License Program Requirements (L.P.R.)

MILESTONE 1: ADOPTION

- **Summary:** Commit to project adoption and confirm matching funding
 - **Requirement A:** Countersigned License Program Requirements Document
 - **Deadline:** As soon as possible
 - **Requirement B:** Resolution of Adoption or Letter of Support
 - **Deadline:** As soon as possible - after next council meeting
- *Purchase Order Will Satisfy Adoption Requirement if Submitted Within 60 Days of Grant Award

MILESTONE 2: AUTHORIZATION TO PROCEED - FUNDING CONFIRMED

- **Summary:** Execute budgeting and fundraising plan (as needed) and confirm total required funding
 - **Requirement:** Funding confirmation document submitted to NFC for remaining program funding (typically P.O)*
- *Refer to Official Quote and Funding Requirements Summary for details
- **Deadline:** Aug 1, 2022 - pending sponsorship development

MILESTONE 3 : SHIPMENT FOR STORAGE

- **Summary:** Identify Fitness Court® storage location and schedule Fitness Court® delivery
- **Requirement:** Accept Fitness Court® delivery and store at a secure location, prepare to be invoiced for program funds
- **Deadline:** 1 day to -3 weeks following Milestone 2 Aug 10, 2022 -Aug 25, 2022

MILESTONE 4: INSTALL CONCRETE SLAB & ART APPROVAL

- **Summary:** Review slab drawings & schedule concrete installer, confirm Fitness Court orientation, Approve art print preview
- **Requirement:** Install concrete slab (cure time of 28 days before Fitness Court® installation)
- **Deadline:** September 2022 or as soon as possible - pending weather

MILESTONE 5: FITNESS COURT® ASSEMBLY

- **Summary:** Select Fitness Court® Assembly Team - NFC Factory Team EIS recommended, (EIS scope includes art install)
- **Requirement:** Confirm EIS or local contractor timeline with NFC, provide completed installation photos for NFC inspection
- **Deadline:** September 2022 - pending weather

MILESTONE 6: PRESS LAUNCH CEREMONY

- **Summary:** hold Fitness Court® press launch event & ribbon cutting
- **Requirement:** Promote press release, hold launch event within campaign year (weather permitting)
- **Deadline:** November 2022 - pending weather

Trent Matthias, Director
National Fitness Campaign

David Santucci, City Manager Deerfield Beach, FL

It is noted by the National Fitness Campaign and the municipality, school or organization listed above that this document in no way constitutes a binding agreement, or requirement to proceed with the NFC Program at any time. Formal commitment occurs upon receipt of complete local match funding by the program awardee, with submission of Funding Confirmation Documentation to National Fitness Campaign.



National Fitness Campaign
July 6th, 2021

To Whom it may concern,

This letter is written to clarify that National Fitness Campaign LP retains the ownership of the USPTO trademark (Reg. No. 4,307,958), all engineering, design, and manufacturing rights for the Fitness Court®.

National Fitness Campaign LP is an interdisciplinary consulting firm, design and manufacturing organization that was founded by Mitch Menaged in 1979. The organization builds funding and partnerships that support cities and schools to join a unique wellness campaign based around a free outdoor gym called the Fitness Court®. This program improves quality of life across America by making world-class fitness free in public spaces. Mitch Menaged is the Founder and Director of the Campaign, and remains the Founder and Director of the Campaign at the time of the writing of this letter.

National Fitness Campaign LP invented the Fitness Court®, patented the Fitness Court®, and remains the sole owner of the design and engineering of the system. NFC has a manufacturing partner that has been approved to manufacture the Fitness Courts® under NFC's direction and license. All IP, engineering and design drawings associated with the Fitness Court® are owned by National Fitness Campaign LP.

For additional information regarding the NFC initiative, USPTO Trademark documents, and additional sole source documentation, please reference the NFC Sole Source Letter and Appendix.

Should you have any questions regarding this letter, please feel free to contact NFC Executive Director, Trent Matthias, at trent@nfchq.com. We appreciate the opportunity to support your community as a partner in the National Fitness Campaign program, and look forward to working together to impact health and wellness across your region.

Best Regards,

Trent Matthias

Executive Director, National Fitness Campaign

trent@nfchq.com



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1394

Agenda Date: 8/2/2022

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 Black & Veatch Corporation in an amount not to exceed \$249,811.00 for professional consulting services for the water treatment plant ammonia conversion and 4-log disinfection implementation project; authorizing execution of the Work Authorization; providing for implementation and an effective date. (Funds from Account #413-5000-536-60-31 - Improvements Other than Buildings/ARPA (Ammonia Conversion Project & Account #186-8000-581-90-45 - Transfer to the Utilities Fund)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$249,811.00

Account Name: Improvements Other Than Buildings/ ARPA (Ammonia Conversion Project)

Account Number: 413-5000-536-60-31

Account Name: Transfer to the Utilities Fund

Account Number: 186-8000-581-90-45

Background/History

The City of Deerfield Beach owns and operates a 23.6 MGD water treatment plant (WTP) that provides safe, reliable, and cost-effective drinking water to its residents. Historically, the WTP has operated using anhydrous ammonia storage and feed systems. As the regulatory requirements for this gaseous chemical have become more stringent, water treatment plant staff are converting the gas chemical systems to liquid chemical systems.

The City has elected to convert its existing ammonia gas system to a liquid ammonia storage and feed system utilizing liquid ammonium sulfate or aqua ammonia. There are two possible site layout options that our consultant will evaluate and select with City input. The first option is a new liquid ammonia facility located in the existing sodium hypochlorite containment area. The existing sodium hypochlorite storage tank will be converted to liquid ammonia service and the liquid ammonia metering pumps will be located in a doghouse near the bulk chemical container. The second option is a new liquid ammonia facility with two new storage tanks and a modified containment area and the liquid ammonia metering pumps would be located in the same location that our current gas feeding system is located. After the determination of the best location for the new liquid facility, the Consultant will develop full permit drawings.

Current Activity

The City selected Black & Veatch Corporation as the most qualified CCNA contractor to provide design and permitting services for the Water Treatment Plant Ammonia Conversion and 4-Log Disinfection Implementation Project. The Consultant's scope associated with this project will include, but not be limited to, project management, a basis of design report, detailed design drawings and specifications, permitting support services, and procurement bid package support. The outcome of the consultants' work will provide the City with final construction and bid documentation so the project can be advertised and eventually constructed. This project will be 100% directly funded through transfer from the ARPA Fund to the Utilities Fund.

Recommendation

It is recommended that the City Commission approve a work authorization between the City of Deerfield Beach and Black & Veatch Corporation for professional services, and authorize the Mayor and City Manager to execute the work authorization.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A WORK AUTHORIZATION WITH BLACK & VEATCH CORPORATION IN AN AMOUNT NOT TO EXCEED \$249,811.00 FOR PROFESSIONAL CONSULTING SERVICES FOR THE WATER TREATMENT PLANT AMMONIA CONVERSION AND 4-LOG DISINFECTION IMPLEMENTATION PROJECT; AUTHORIZING EXECUTION OF THE WORK AUTHORIZATION; PROVIDING FOR IMPLEMENTATION AND 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 Black & Veatch Corporation (“Black & Veatch”), for the provision of professional architectural and engineering consulting services on an as needed basis (the “Continuing Contract”); and

WHEREAS, City staff requested qualifications from three firms in the City’s pool of continuing contracts for professional services to provide design and permitting services for its Water Treatment Plant Ammonia Conversion and 4-Log Disinfection Implementation Project (the “Project”); and

WHEREAS, City staff evaluated the qualifications received and deemed Black & Veatch to be the most qualified firm to perform the Project; and

WHEREAS, the services for the Project will include, but are not limited to, project management, a basis of design report, detailed design drawings and specifications, permitting support services, and procurement bid package support (collectively, the “Services”); and

WHEREAS, City Staff recommends the City Commission approve, and authorize execution of, a work authorization with Black & Veatch, attached as Exhibit “A,” for the Services in an amount not to exceed \$249,811.00 (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 Black & Veatch, attached as Exhibit “A,” for the Services in an amount not to exceed \$249,811.00.

Section 3. The City Manager is hereby authorized to execute the Work Authorization with Black & Veatch 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

EXHIBIT “A”
WORK AUTHORIZATION
BETWEEN
THE CITY OF DEERFIELD BEACH
AND
BLACK & VEATCH CORPORATION
FOR
PROFESSIONAL SERVICES

This Work Authorization is entered into this _____ 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 Black & Veatch Corporation, a Delaware Corporation with its business address located at 3111 N. University Drive, Suite 700, Coral Springs, FL 33065, herein after referred to as “Consultant.”

RECITALS

WHEREAS, Consultant is a pre-qualified Consultant of the City pursuant to RFQ No. 21-11-IG and the Continuing Contract between the City and Consultant, dated April 12, 2021 (the “Continuing Contract”); 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 the Continuing Contract and 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

Consultant agrees to perform certain professional services for the City, as specifically described in the scope of services attached as Exhibit “A-1” to this Work Authorization (the “Services”), which by this reference is incorporated into this Work Authorization in its entirety during the Term and within the timeline provided for in this Work Authorization.

SECTION 2
COMPENSATION

- 2.1 In consideration for the Services to be performed by Consultant, the City agrees to pay Consultant in an amount not-to-exceed \$249,811., as further detailed in Exhibit “A-1,” which amount shall be accepted by Consultant as full compensation for all such work. It is acknowledged and agreed by Consultant that this amount is the

maximum payable and constitutes a limitation upon City's obligation to compensate Consultant for the Services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon Consultant's obligation to perform all items of work required by or which can be reasonably inferred from the Contract. No amount shall be paid to Consultant to reimburse its expenses, unless authorized in this Contract.

- 2.2 Compensation due to the Consultant shall be payable in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes, following submission of a proper invoice by the Consultant to the City.
- 2.3 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

The term of this Work Authorization shall commence upon the date of execution hereof and shall remain in effect for fifteen (15) months pursuant to Section 4 of this Work authorization. The City retains the option to renew this Work Authorization for two (2) additional 2-month renewal period(s) upon thirty (30) days' prior written notice to Consultant.

SECTION 4

TERMINATION OF WORK AUTHORIZATION

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 TERMS AND CONDITIONS

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

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

In Consultant's performance of Services under this Work Authorization, Consultant shall indemnify and hold harmless City, and its officers and employees, from all 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, or other persons employed or utilized by Consultant in the performance of this Contract. The provisions of this section shall survive the expiration or earlier termination of this Work Authorization. To the extent considered necessary by Contract may be retained by the City until all of the City's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 8

INSURANCE AND BONDING

- 8.1 Consultant shall procure and maintain insurance in accordance with the insurance requirements set forth in the Continuing Contract.
- 8.2 This Work Authorization shall not be deemed approved until the Consultant has obtained all insurance required under the Continuing Contract and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance and endorsement.

SECTION 9

NON-APPROPRIATION OF FUNDS

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

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
- 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 and the Continuing Contract. 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 the Continuing Contract constitutes the entire agreement 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 elective 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

Whenever either party desires to give notice to the other, it must be given by written notice in accordance with the requirements of Section 10.11 of the Continuing Contract.

SECTION 14

GOVERNING LAW AND VENUE

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

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

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

Consultant agrees to comply with the provisions of Chapter 119, Florida Statutes, as outlined in Section 10.3.4 of the Continuing Contract. 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

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

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

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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**WORK AUTHORIZATION BETWEEN THE CITY OF DEERFIELD BEACH AND
BLACK & VEATCH CORPORATION 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: _____

David Santucci, City Manager

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

Black & Veatch Corporation, a Delaware
corporation

By: _____

Name: Rafael E. Frias III

Title: Associate Vice President

This _____ day of _____, 2022

Exhibit “A-1”
SCOPE OF SERVICES
Design and Permitting

**4-LOG VIRUS INACTIVATION AND
AMMONIA CHEMICAL FEED**

B&V PROJECT NO. 00343263,

PREPARED FOR



City of Deerfield Beach, Florida

20 JULY 2022



Table of Contents

1.0	Introduction	1
1.1	Chemical Feed and 4-Log Disinfection Implementation.....	1
2.0	Scope of Services	1
2.1	Task 1: Project Management and Coordination	1
2.1.1	Data Collection and Initial Information Requests	1
2.1.2	Project Kickoff Meeting and Progress Meetings	1
2.1.3	Site Visit Investigations	1
2.1.4	Project Management and Administration	1
2.1.5	Quality Assurance/Quality Control Plan.....	2
2.2	Task 2: 4-Log Virus Inactivation Alternatives Evaluation and Preliminary Design.....	2
2.2.1	Preliminary Engineering Report	Error! Bookmark not defined.
2.2.2	Client Workshop.....	2
2.3	Task 3: FDEP Permitting	2
2.4	Task 4: Detailed Design	3
2.5	Task 5: Bid Phase Services.....	6
2.5.1	Prepare Bidding Documents	6
2.5.2	Addenda and Request for Information Responses	6
2.5.3	Evaluate Bids	6
3.0	Schedule.....	7
4.0	Compensation	7

LIST OF TABLES

Table 1	Proposed Fee Breakdown	7
---------	------------------------------	---

1.0 Introduction

1.1 Chemical Feed and 4-Log Disinfection Implementation

The City of Deerfield Beach, Florida (CITY) owns and operates a 23.6 million gallons per day (mgd) water treatment plant (WTP). This facility provides safe, reliable, and cost-effective drinking water to its customers. Historically, the WTP has operated using anhydrous ammonia storage and feed systems. As the safety risk of this gaseous chemical becomes more prevalent and the regulatory requirements more stringent, owners are converting their gas chemical systems to liquid chemical systems.

The CITY has elected to convert their existing ammonia gas system to a liquid ammonia storage and feed system utilizing liquid ammonium sulfate or aqua ammonia. During the kick-off meeting the benefits and disadvantages of these chemical will be discussed to determine the CITY's preference for the chemical to be used in the design of the replacement of the existing ammonia feed system.

There are two possible site layout options that Black & Veatch Corporation (CONSULTANT) will evaluate and select with the CITY's concurrence.

Option 1: The first option is a liquid ammonia facility located in the existing sodium hypochlorite containment area. The existing sodium hypochlorite storage tank will be removed and replaced, or the existing tank will be converted to store liquid ammonia. The new liquid ammonia metering pumps will be located in a new climate-controlled enclosure near the bulk tank or in the current ammoniator room, located in the existing chemical building.

Option 2: The second option is a liquid ammonia facility with two new storage tanks and a modified containment area within the footprint of the existing sodium hypochlorite. The new liquid ammonia metering pumps will be located in a climate-controlled enclosure near the bulk tank or in the current ammoniator room, located in the existing chemical building.

The level of effort included with this scope of services is based on the Option 2, with two new storage tanks, modifications to the existing sodium hypochlorite containment area, and the new liquid ammonia metering pumps located in a climate-controlled enclosure near the bulk tanks.

The CITY has elected to convert their existing disinfection process with a more resilient process that will provide 4-Log virus inactivation. This higher standard of disinfection of the CITY's finished water is necessary to avoid a system wide boil water notice in the event that any of the water supply wells become bacteriologically contaminated. The risk of wells becoming bacteriologically contaminated occurs during extreme weather events such as hurricanes. By the CITY taking this additional measure to protect its customers, it will ensure that the reliability and confidence built over years of providing safe and reliable water is maintained. The project will analyze modifications to the existing finished water clearwell and the relocation of existing chemical injection points necessary to facilitate this change.

The CONSULTANT shall provide design and permitting services for the WTP Ammonia Conversion and 4-Log Disinfection Implementation Project. The CONSULTANT's scope associated with this Project will include the tasks as described in the subsequent sections of this document.

2.0 Scope of Services

2.1 Task 1: Project Management and Coordination

2.1.1 Data Collection and Initial Information Requests

CONSULTANT will prepare and submit a data request to the CITY. The data request will include, but not be limited to, all operational performance data for the existing ammonia gas from the past 3 years, assess previous reports, exiting CT analysis and calculations, construction documents. Once received, CONSULTANT will review and analyze the operational performance data. This information will be used to establish baseline operating conditions for the new liquid ammonia system, water treatment plant configuration and historical performance with respect to production capacity and regulatory compliance.

2.1.2 Project Kickoff Meeting and Progress Meetings

CONSULTANT will schedule and facilitate a Project Kickoff Meeting with the following objectives:

- Identify and meet key team members from the CITY and CONSULTANT.
- Establish the project roles and communication channels.
- Identify and discuss the project objectives and scope.
- Review planned activities.
- Review data provided by the CITY to date and identify additional requirements.
- Distribute an updated Project schedule.
- Conduct technical discussions to facilitate key project tasks.
- Progress Meetings Bi-Monthly (every other month) progress meeting will be coordinated by the CONSULTANT with the CITY'S staff to discuss the progress and ongoing activities for this project

2.1.3 Site Visit Investigations

A site visit will be performed to the WTP to investigate the existing conditions of the anticipated physical location of the project. During the site visit the engineering team will gather additional information to support the evaluation and design tasks under this scope of services.

2.1.4 Project Management and Administration

CONSULTANT will perform general administrative duties associated with the Project, including project setup, resources allocation, progress monitoring, scheduling, quality assurance/quality control (QA/QC) plan development and updating, general correspondence, office administration, and invoicing.

CONSULTANT will maintain an accurate project documentation and project cost accounting system throughout the project to include the following:

- Maintain a project filing system throughout the duration of the Project to use for storage and retrieval of Project documents.
- Prepare monthly status reports and invoices for engineering services in a format agreed upon by the CITY and CONSULTANT following the kickoff meeting. Status reports will include a summary of work completed during the previous month.

CONSULTANT will update the project execution schedule based on the CITY Notice to Proceed (NTP) date and distribute the updated schedule at the project initiation meeting. The project schedule will identify the following information:

- Key project tasks and deliverables.
- Critical dates for data submission, deliverable reviews, and decisions by the Owner.

CONSULTANT will review, update, and submit to CITY updated Project schedule periodically upon completion of major project elements. Each updated schedule will track original target completion dates. The fee for project management and administration services is based on the estimated project duration of fifteen (15) months.

2.1.5 Quality Assurance/Quality Control Plan

CONSULTANT will prepare a QC-Verification plan and monitoring checklist and maintain continuous control over the quality of all its work efforts. This will include oversight and review by the lead technical engineer(s), project manager, senior technical staff, and managerial staff. This task includes time for development and management of the QA/QC plan/program. Hours for actual QC reviews have been included in other associated tasks.

2.2 Task 2: 4-Log Virus Inactivation Alternatives Evaluation

2.2.1 4-Log Virus Inactivation Alternatives Evaluation

Following review of CT calculations, water quality data, and past reports, CONSULTANT will work with the CITY and identify alternative plans for achieving 4-log virus inactivation under the following two conditions:

- Current conditions where water is treated through lime softening, nanofiltration, and reverse osmosis. CT calculations will be performed based on historic disinfectant residuals at the maximum flow rate and minimum water temperature.
- Future conditions where water is treated through nanofiltration and reverse osmosis. CT calculations will be performed based on historic disinfectant residuals at the maximum flow rate and minimum water temperature.

Impacts to the CT calculations from the following improvements will be evaluated:

- Relocation of sodium hypochlorite and/or liquid ammonium sulfate to optimize disinfectant contact time. Up to three relocation options will be considered.

2.2.2 4-Log Virus Inactivation Alternatives Evaluation Workshop

2.3 Following completion of the draft Alternatives Evaluation Report, CONSULTANT will conduct a Workshop meeting to review the alternatives and recommendations and obtain feedback. The comments and decisions from the Workshop meeting will be included in the final Alternatives Evaluation Report. The final Evaluation Report will be submitted to the CITY in electronic format. Task 3: FDEP Permitting

CONSULTANT will assist the CITY in the preparation of the FDEP application for a minor modification of the treatment system to demonstrate 4-log virus inactivation. The application will be submitted by the

CITY. The information provided by the CONSULTANT will include the Alternatives Evaluation Report demonstrating the new approach to disinfection, the FDEP application form (FAC 62-555.900), and updated CT calculations. CONSULTANT will prepare responses for up to one (1) request for additional information (RAI) following the initial application.

CONSULTANT will coordinate a preapplication meeting at the Southeast District office of the Florida Department of Environmental protection to meet with this agency having jurisdiction (AHJ) over the project to review the draft PER that will be used to secure the construction permit for this project and gain approval for this operational change to the disinfection process.

DEP Minor Modification anticipated permit fee is \$4,000 shall be paid by the CITY.

2.4 Task 4: Detailed Design

Following the alternatives evaluation, CONSULTANT will prepare drawings and specifications to implement the required plant modifications to achieve the selected alternative.

A. Liquid Ammonia Chemical System Design:

1. **Basis of Design Report** – A Basis of Design Report (BODR) will be prepared for the liquid ammonia chemical feed system. The specific liquid ammonia system will be as determined by the CITY from the information provided during the kickoff meeting – Aqueous Ammonia versus Liquid Ammonium Sulfate. The BODR will be developed to communicate scope, objectives, and design criteria details of the project to the CITY, regulatory agencies, and the design team. The BODR will include the following information for the new liquid ammonia system:
 - a. General project scope and background references.
 - b. Design criteria, including:
 - i. Process flows.
 - ii. Chemical dosages.
 - iii. Chemical equipment capacities.
 - c. Summary of required permits.
 - d. Applicable codes and standards, including fire and safety codes.
 - e. Conceptual design drawings.
 - f. Piping and instrumentation drawings.

Deliverables:

 - a. Draft Submittal – One hard copy and an electronic copy of the BODR and Conceptual Design Drawings.
 - b. Final Submittal – One hard copy and an electronic copy of the BODR and Conceptual Design Drawings.
 - c. Class 3 OPCC
2. **Detailed Design Services** – CONSULTANT will provide detailed design services to develop design documents suitable for permitting and suitable for development of a bid

package for public advertising. Design documents will consist of design drawings and technical specifications.

Design drawings will be prepared by CONSULTANT in AutoCAD format. Drawings will be prepared based on CONSULTANT's drafting standards on 22" X 34" size sheets.

Technical specifications will be based on CONSULTANT's standards and customized for the project. Construction Specifications Institute (CSI) 16 Division format will be utilized. General conditions and special conditions will be standard EJCDC documents.

CONSULTANT's services will include development of an Opinion of Probable Construction Cost (OPCC). All OPCC developed will follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R with regard to methodology and accuracy. Since the CONSULTANT has no control over the cost of labor, material, or equipment furnished by others not under contract to Consultant, Consultant's OPCC for construction of the work will be made on the basis of experience and qualifications as an Engineer. CONSULTANT does not guarantee or warranty that proposals, bids, or actual project costs will not vary from Consultant's OPCC. The cost opinion level of accuracy presented by the Consultant will be in accordance with accepted industry guidelines and as defined by AACE.

- a. **60% Level Design** – CONSULTANT will prepare design drawings and specifications to a 60 percent level of completion. An internal quality control review will be conducted on the 60 percent design and review comments incorporated. Drawings and specifications will be provided CITY review in electronic file pdf format. Design is anticipated in the following areas:
 - i. **Civil/Process Mechanical** – CONSULTANT will design and prepare civil plan, section, and detail drawings for the overall layout. Consultant will also prepare process mechanical plan, section, and detail drawings for the equipment, piping, and valve layouts of the liquid ammonia chemical equipment.
 - ii. **Structural** – CONSULTANT will design and prepare structural plan, section, and detail drawings for the liquid ammonia chemical equipment and containment area.
 1. **City will use the information provided by the CONSULTANT to attain a geotechnical test for the installation of the additional concrete to support the new ammonia tank.**
 - iii. **Electrical** – CONSULTANT will design and prepare power and control power drawings and associated details for installation of the liquid ammonia chemical equipment.
 - iv. **Instrumentation & Control** – CONSULTANT will prepare piping and instrumentation diagram (P&ID) and general control descriptions associated with the liquid ammonia chemical equipment.
 - v. **Technical Specifications** – CONSULTANT will prepare draft technical specifications for all disciplines under design, following the CSI 16 Division format. At 60 percent design completion, this will only include additional major equipment specifications.

- vi. **60% Level Review Workshop** – CONSULTANT will conduct a Workshop with CITY staff to review the 60 percent level design documents and discuss City comments. Consultant will prepare an agenda, meeting roster, and other materials as may be necessary to support the meeting. Key members of the design team will attend in person, and select discipline leads will attend remotely, as needed. Following the meeting, the Consultant will prepare and distribute meeting minutes.
- b. **90% Level Design** – CONSULTANT will progress the design to a 90 percent level of completion. An internal quality control review will be conducted on the 90 percent design and review comments incorporated. Consultant will produce and submit a 90 percent design deliverable package of drawings and specifications. Drawings and specifications will be provided for CITY review in electronic file pdf format.
 - i. **90% Level Review Workshop** – CONSULTANT will conduct a Workshop with CITY staff to review the 90 percent level design documents and discuss CITY comments. CONSULTANT will prepare an agenda, meeting roster, and other materials as may be necessary to support the meeting. Key members of the design team will attend in person, and select discipline leads will attend remotely, as needed. Following the meeting, CONSULTANT will prepare and distribute meeting minutes.
 - ii. **Update OPCC** – CONSULTANT will update the OPCC based on the 90 percent level design and comments received at the 90 percent review workshop to produce a Class 2 level OPCC for the City.
- c. **Final Design Documents** – CONSULTANT will prepare final documents for construction that incorporate the 90 percent review comments from CITY and that are suitable for construction purposes. The final design submittal will consist of signed and sealed electronic files of drawings and specifications in electronic pdf format for the CITY use in handoff to the awarded Contractor. Class 1 OPCC will be included with this submittal.

Final construction documents will consist of an estimated thirty-two (32) drawings and associated technical specifications. The following is a summary of drawing sheets anticipated for the project:

- Cover – 1 sheet
- General – 3 sheets
- Civil – 5 sheets
- Demolition – 2 sheets
- Structural – 4 sheets
- Process Mechanical – 3 sheets
- Building Mechanical – 1 sheet
- Electrical – 7 sheets
- Instrumentation – 7 sheets

2.5 Task 5: Bid Phase Services

The Project will be advertised for construction by a general contractor. CONSULTANT will provide the following services prior to, during, and immediately following Project advertisement.

2.5.1 Prepare Bidding Documents

CONSULTANT will provide the CITY the Construction Project Manual and Plans, as the Bid Documents necessary to bid the project. CITY will solicit bids for this project through its Procurement Department by advertising the project utilizing the Bid Documents provided by the CONSULTANT.

- Assist CITY in preparing Construction Contract Documents for distribution by CITY for the construction project, using the CITY's Invitation to Bid documents conformed to this project, construction contract General and Specific Conditions, and conform the Division 01 specification to the provide a Construction Project Manual, with the Specification from the Final Design Documents.
- Provide the following transmittals to the CITY for copying and reproduction by CITY for distribution to prospective bidders:
 - Construction Project Manual and Plans
- Deliverables or Activities:
 - Electronic Construction Project Manual and Plans, as pdf image.

2.5.2 Addenda and Request for Information Responses

CONSULTANT will address inquiries prior to the bid opening from contractors, subcontractors, suppliers, and public officials. Interpret bidding documents. Prepare up to three (3) addenda to the Construction Contract Documents, as required.

Pre-Bid Conference

- CONSULTANT will attend and assist CITY, at a date and time selected and a place provided by CITY. The CITY will facilitate the Pre-Bid meeting and provide the minutes of this meeting to the CONSULTANT. The purpose of this mandatory pre-bid conference to complete the following:
 - Confirm the types of information required by the Construction Contract Documents and the format in which bids are to be presented.
 - Review special Project requirements and Construction Contract Documents in general.
 - Receive requests for interpretations that will be issued to plan holders by addendum, if necessary.
- Pre-bid conference meeting minutes will be issued as one of the addenda noted in this task.

2.5.3 Evaluate Bids

Assist the CITY in reviewing the bids for completeness and accuracy. Consult, advise, and submit information on the responsiveness of the apparent low Bidder, the acceptability of its major subcontractors, and the substitution of material and equipment proposed by the apparent low Bidder. Pre-award services will include the following:

- Review and evaluate the qualifications of the apparent successful bidder and the proposed major or specialty subcontractors. The review and evaluation will include financial resources and reference checks on previous experience.
- Prepare and distribute a signed and sealed bid tabulation sheet, evaluate bids, and make a recommendation to CITY concerning contract award.

3.0 Schedule

The proposed implementation schedule for the 4-Log Virus Inactivation and Ammonia Chemical Feed is fifteen (15) months, including a month contingency. The NTP shall be the date of approval of the Work Assignment by the Owner. The schedule assumes that Owner's reviews will be completed within 2 weeks and that the Owner's staff can be available for participation in meetings and workshops. The timeline of the project schedule is provided below.

4.0 Compensation

For the Scope of Services described in this Work Assignment, the CONSULTANT shall be compensated an amount not-to-exceed of \$249,811 invoiced based on the progress completion for each task as outlined in the Table 1. The detailed level of effort and compensation for this project is provided in Table 2.

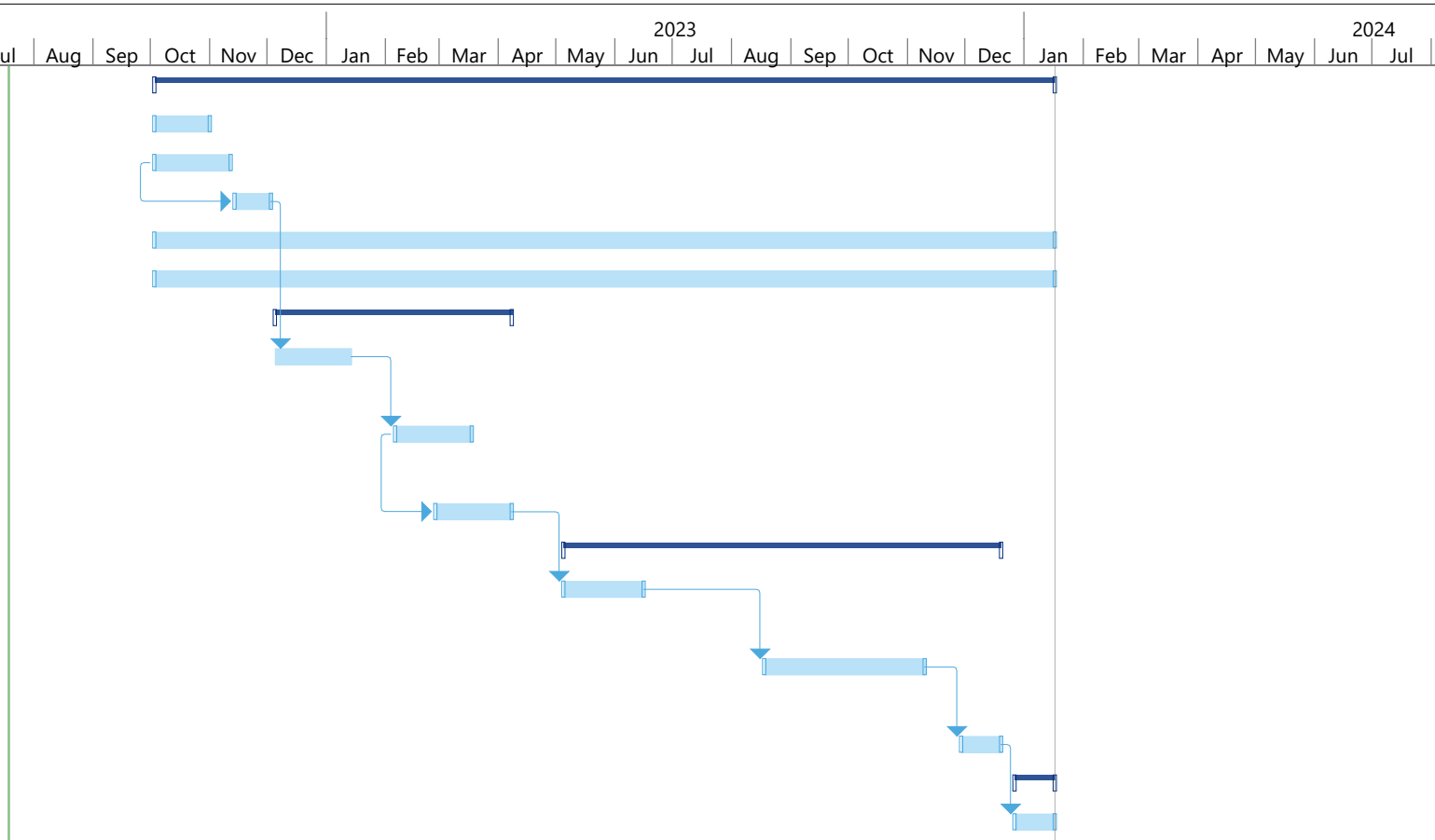
Table 1 Proposed Fee Breakdown

Task Description	Fee Compensation
Task 1 – Project Management and Coordination	\$31,670.00
Task 2 – 4 Log Inactivation Alternatives Evaluation	\$49,463.00
Task 3 – FDEP Permitting	\$6,873.00
Task 4 – Detailed Design	\$145,333.00
Task 5 – Bid Phase Services	\$16,472.00
Lump Sum Subtotal	\$249,611.00
Expenses	\$200.00
Work Authorization Total	\$249,811.00

5.0 Assumptions

- Within two weeks of the kickoff meeting, the CITY will make the selection liquid ammonium sulfate or aqua ammonia to allow the CONSULTANT to proceed with the design tasks.
- CONSULTANT'S standard drawing details and technical specifications will be used for the development of the detailed design documents.
- Two OPCC are included in the scope of services (BODR and final design submittals).
- Additional Services Not Included:

- If relocation of sodium hypochlorite and/or liquid ammonium sulfate feed points is unable to improve CT to the extent required to achieve 4-log inactivation, or if state regulators require additional studies for demonstration of inactivation credits, CONSULTANT will work with the CITY to define the additional scope of services to meet the requirements. Additional scope may include the following:
 - a. Bench-scale testing to determine disinfection byproduct formation potential and free-chlorine dose limitations.
 - b. Tracer testing to determine the characteristic baffling factor in the degasifier clearwell/transfer pump station.
 - c. Determining baffling configurations to improve baffling conditions in the degasifier clearwell/transfer pump station.

ID	Task Name	Duration	Start	Finish	2022												2023												2024																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
					Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
1	Task 0. Project Coordination and Meetings	337 days	10/3/22	1/16/24																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					

Project: Deerfield Ammonia Pur Date: 7/19/22	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

Owner: Deerfield Beach

Project: 4-LOG VIRUS INACTIVATION AND AMMONIA CHEMICAL

PHASE/Task (Billing Rate, \$\$,Hr.)		Sr. Project Manager	Engineering Manager	Civil Engineer	Structural Director/QC	Structural Sr. Engineer	Structural Engineer	Chem Feed Director/QC	Chem Feed Sr. Engineer	Chem Feed Engineer	Electrical Director/QC
		\$246.00	\$184.00	\$112.00	\$229.00	\$211.00	\$153.00	\$251.00	\$157.00	\$138.00	\$220.00
WORK BREAKDOWN STRUCTURE	PHASE										
TASK 1 - PROJECT MANAGEMENT AND COORDINATION		-	-	-	-	-	-	-	-	-	-
1.1 Data Collection and Initial Information Requests		-	2	2	-	-	-	-	4	-	-
1.2 Kick-Off Meeting and Progress Meetings		9	11	16	-	-	-	-	8	-	-
1.3 Site Visit Investigations		-	2	2	-	-	-	-	-	-	-
1.4 Project Management & Administration		19	21	15	-	-	-	-	-	-	-
1.5 Quality Assurance/Quality Control Plan		2	2	2	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-
TASK 2 - 4-LOG VIRUS INACTIVATION ALTERNATIVES EVALUATION AND PREL		-	-	-	-	-	-	-	-	-	-
2.1 Preliminary Engineering Report		2	2	4	3	7	5	2	66	56	-
2.2 Client Workshop		2	2	4	-	-	-	-	-	-	-
TASK 3 - FDEP Permitting		4	12	8	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-
TASK 4 - DETAILED DESIGN		-	-	-	-	-	-	-	-	-	-
4.1 60% Design		4	8	8	8	20	28	4	48	70	-
60% Design Workshop		2	4	4	-	-	-	-	-	-	-
4.2 90% Design		4	12	12	6	13	15	4	48	30	8
90% Design Workshop		2	4	4	-	-	-	-	-	-	-
4.3 Final Design		4	12	12	2	4	5	-	36	12	-
		-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-
TASK 5 - BID PHASE SERVICES		-	-	-	-	-	-	-	-	-	-
5.1 Addenda & RFI Responses		4	8	8	-	2	2	-	20	4	-
5.2 Evaluate Bids		2	4	4	-	-	-	-	20	-	-
		-	-	-	-	-	-	-	-	-	-
Total, Hours		60	106	105	19	46	55	10	250	172	8
Total, Billings		\$ 14,760	\$ 19,504	\$ 11,760	\$ 4,351	\$ 9,706	\$ 8,415	\$ 2,510	\$ 39,250	\$ 23,736	\$ 1,760

Owner: Deerfield Beach

Project: 4-LOG VIRUS INACTIVATION AND AMMONIA CHEMICAL

PHASE/Task (Billing Rate, \$\$,Hr.)		Electrical Sr. Engineer	Electrical Engineer	Electrical Sr. Technician	I&C Director/QC	I&C Sr. Engineer	I&C Engineer	I&C Technician	Process Director/QC	Process Sr. Engineer	BIM Coordinator
		\$244.00	\$153.00	\$116.00	\$244.00	\$214.00	\$122.00	\$119.00	\$153.00	\$199.00	\$144.00
WORK BREAKDOWN STRUCTURE	PHASE										
TASK 1 - PROJECT MANAGEMENT AND COORDINATION		-	-	-	-	-	-	-	-	-	-
1.1 Data Collection and Initial Information Requests		-	4	-	-	1	-	-	1	4	-
1.2 Kick-Off Meeting and Progress Meetings		-	1	-	-	1	-	-	1	1	-
1.3 Site Visit Investigations		-	8	-	-	8	-	-	-	-	-
1.4 Project Management & Administration		-	-	-	-	-	-	-	-	-	-
1.5 Quality Assurance/Quality Control Plan		-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-
TASK 2 - 4-LOG VIRUS INACTIVATION ALTERNATIVES EVALUATION AND PRE		-	-	-	-	-	-	-	-	-	-
2.1 Preliminary Engineering Report		-	4	-	4	10	14	6	57	8	5
2.2 Client Workshop		-	4	-	-	2	-	-	5	4	-
TASK 3 - FDEP Permitting		-	-	-	-	-	-	-	13	4	-
		-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-
TASK 4 - DETAILED DESIGN		-	-	-	-	-	-	-	-	-	-
4.1 60% Design		3	32	24	4	16	30	3	-	-	12
60% Design Workshop		-	-	-	-	-	-	-	-	-	-
4.2 90% Design		2	28	30	4	10	24	2	-	-	10
90% Design Workshop		-	-	-	-	-	-	-	-	-	-
4.3 Final Design		2	7	7	-	3	6	1	-	-	5
		-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-
TASK 5 - BID PHASE SERVICES		-	-	-	-	-	-	-	-	-	-
5.1 Addenda & RFI Responses		2	6	-	-	4	4	-	-	-	2
5.2 Evaluate Bids		-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-
Total, Hours		9	94	61	12	55	78	12	77	21	34
Total, Billings		\$ 2,196	\$ 14,382	\$ 7,076	\$ 2,928	\$ 11,770	\$ 9,516	\$ 1,428	\$ 11,781	\$ 4,179	\$ 4,896

Owner: Deerfield Beach

Project: 4-LOG VIRUS INACTIVATION AND AMMONIA CHEMICAL

PHASE/Task		BIM Sr Technician	BIM Technician	Sr. Estimator	Finance	Proj Cont Director/QC	Project Controls	Geotech Sr. Engineer	SUBTOTAL, Hours	SUBTOTAL, Billings \$	Hourly Expense By Rate
		\$141.00	\$101.00	\$199.00	\$111.00	\$164.00	\$101.00	\$223.00			
(Billing Rate, \$\$,Hr.)											\$ -
WORK BREAKDOWN STRUCTURE	PHASE										
TASK 1 - PROJECT MANAGEMENT AND COORDINATION		-	-	-	-	-	-	-	-	\$ -	\$ -
1.1 Data Collection and Initial Information Requests		-	-	-	-	-	-	-	18	\$ 2,995	\$ -
1.2 Kick-Off Meeting and Progress Meetings		-	-	-	-	-	-	-	48	\$ 8,005	\$ -
1.3 Site Visit Investigations		-	-	-	-	-	-	-	20	\$ 3,528	\$ -
1.4 Project Management & Administration		-	-	-	15	15	15	-	100	\$ 15,858	\$ -
1.5 Quality Assurance/Quality Control Plan		-	-	-	-	-	-	-	6	\$ 1,084	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
TASK 2 - 4-LOG VIRUS INACTIVATION ALTERNATIVES EVALUATION AND PRE		-	-	-	-	-	-	-	-	\$ -	\$ -
2.1 Preliminary Engineering Report		10	10	-	-	-	-	14	289	\$ 45,554	\$ -
2.2 Client Workshop		-	-	-	-	-	-	-	23	\$ 3,909	\$ -
TASK 3 - FDEP Permitting		-	-	-	-	-	-	-	41	\$ 6,873	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
TASK 4 - DETAILED DESIGN		-	-	-	-	-	-	-	-	\$ -	\$ -
4.1 60% Design		24	24	26	-	-	-	12	408	\$ 64,103	\$ -
60% Design Workshop		-	-	-	-	-	-	-	10	\$ 1,676	\$ -
4.2 90% Design		21	21	-	-	-	-	20	324	\$ 50,904	\$ -
90% Design Workshop		-	-	-	-	-	-	-	10	\$ 1,676	\$ -
4.3 Final Design		10	10	17	-	-	-	12	167	\$ 26,974	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
TASK 5 - BID PHASE SERVICES		-	-	-	-	-	-	-	-	\$ -	\$ -
5.1 Addenda & RFI Responses		6	-	-	-	-	-	-	72	\$ 11,656	\$ -
5.2 Evaluate Bids		-	-	-	-	-	-	-	30	\$ 4,816	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
Total, Hours		71	65	43	15	15	15	58	1,566		
Total, Billings		\$ 10,011	\$ 6,565	\$ 8,557	\$ 1,665	\$ 2,460	\$ 1,515	\$ 12,934		\$ 249,611	\$ -

Owner: Deerfield Beach

Project: 4-LOG VIRUS INACTIVATION AND AMMONIA CHEMICAL

PHASE/Task		EXPENSES				SUBTOTAL, EXPENSES	TOTAL Billings
		Travel/Per Diem Expenses	Major Repro- duction Expenses	Procurement Expenses	Other Expenses		
(Billing Rate, \$\$,Hr.)							
WORK BREAKDOWN STRUCTURE	PHASE						
TASK 1 - PROJECT MANAGEMENT AND COORDINATION		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.1 Data Collection and Initial Information Requests		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,995
1.2 Kick-Off Meeting and Progress Meetings		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,005
1.3 Site Visit Investigations		\$ 200	\$ -	\$ -	\$ -	\$ 200	\$ 3,728
1.4 Project Management & Administration		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,858
1.5 Quality Assurance/Quality Control Plan		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,084
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TASK 2 - 4-LOG VIRUS INACTIVATION ALTERNATIVES EVALUATION AND PRE		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.1 Preliminary Engineering Report		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,554
2.2 Client Workshop		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,909
TASK 3 - FDEP Permitting		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,873
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TASK 4 - DETAILED DESIGN		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.1 60% Design		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,103
60% Design Workshop		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,676
4.2 90% Design		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,904
90% Design Workshop		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,676
4.3 Final Design		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,974
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TASK 5 - BID PHASE SERVICES		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.1 Addenda & RFI Responses		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,656
5.2 Evaluate Bids		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,816
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total, Hours							
Total, Billings		\$ 200	\$ -	\$ -	\$ -	\$ 200	\$ 249,811



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1395

Agenda Date: 8/2/2022

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 Florida Technical Consultants, LLC, in an amount not to exceed \$79,500.00 to provide consulting services to support the Environmental Services Department Asset Management Program; authorizing execution of the Work Authorization; providing for implementation and an effective date. (Funds from Account #401-5010-536-32-99 - Other Contractual Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$79,500

Account Name: OTHER CONTRACTUAL SERVICE

Account Number: 401-5010-536-32-99

Background/History

Pursuant to RFQ #21-11-IG and Section 287.055, Fla. Stat., the City entered into multiple continuing contracts with qualified firms, including Florida Technical Consultants, LLC ("FTC"), for the provision of professional architectural and engineering consulting services on an as needed basis. City staff requested qualifications from firms in the City's pool of continuing contracts for consulting services to perform a sewer condition assessment and provide the related database for the condition of the sewer system to the City in order to complete the HB -53 sewer assessment report that was submitted to the state by end of June 2022 (the "Phase 1 Services"). City staff evaluated the qualifications received and deemed FTC to be the most qualified firm to perform the design services for the Phase 1 Services. On March 3, 2022, the City of Deerfield Beach awarded a contract totaling \$29,000 to FTC for the Phase 1 Services.

FTC developed a GIS dashboard and completed the below tasks:

- Reviewed the existing data
- Adjusted application configuration to support the condition assessment
- Populated database with existing information
- Created a reporting dashboard
- Trained staff to populate the information in GIS
- Established plan for the pipe to be lined
- Monitored lining/inspection process

Current Activity

During the Phase 1 Services, City staff identified additional configuration support services needed for implementation of the City's Computerized Maintenance Management System (CMMS) across other City assets. The City requested FTC to provide a proposal to continue these services.

On July 14, 2022, FTC provided a proposal. The method of compensation for services under this proposed project shall be "time and materials" with a not-to-exceed amount for Phase 2 Services of \$29,500 and Phase 3 to be conducted in FY23 in the amount of \$50,000. This provides for continuity of services and flexibility to established City data collection and reporting practices. It is also the most cost-effective.

The City plans to schedule phase 3 services in FY23. The total amount of \$29,500 is to be authorized in the FY22 budget and the additional service for phase 3, totaling \$50,000, will be encumbered in the FY23 budget separately.

New tasks under this project are described as follows:

- City Works Configuration Support
- Lead Copper Inventory Application
- Work Order Application
- Additional Implementation Needs not Specifically Addressed

Recommendation

It is recommended that the City Commission approve an agreement between the City of Deerfield Beach and Florida Technical Consultant for professional services, and authorize the Mayor and City Manager to execute the contract.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A WORK AUTHORIZATION WITH FLORIDA TECHNICAL CONSULTANTS, LLC, IN AN AMOUNT NOT TO EXCEED \$79,500.00 TO PROVIDE CONSULTING SERVICES TO SUPPORT THE ENVIRONMENTAL SERVICES DEPARTMENT ASSET MANAGEMENT PROGRAM; AUTHORIZING EXECUTION OF THE WORK AUTHORIZATION; PROVIDING FOR IMPLEMENTATION AND 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 Florida Technical Consultants, LLC (“FTC”), for the provision of professional architectural and engineering consulting services on an as needed basis (the “Continuing Contract”); and

WHEREAS, City staff requested qualifications from firms in the City’s pool of continuing contracts for consulting services to perform a sewer condition assessment and provide the related database for the condition of the sewer system to the City (the “Phase 1 Services”); and

WHEREAS, City staff evaluated the qualifications received and deemed FTC to be the most qualified firm to perform the Phase 1 Services; and

WHEREAS, on March 3, 2022, the City and FTC entered into a work authorization for the Phase 1 Services in an amount not to exceed \$29,000.00; and

WHEREAS, during the Phase 1 Services, City staff identified additional configuration support services needed for implementation of the City’s computerized maintenance management system across other City assets; and

WHEREAS, the City requested FTC to provide a proposal for additional tasks, including City Works configuration support, lead copper inventory application, work order application, and additional implementation needs not specifically addressed (collectively, the “Services”); and

WHEREAS, the total amount of the Services is an amount not to exceed \$79,500.00, with \$29,500.00 to be encumbered in Fiscal Year 2022 (the “Phase 2 Services”) and \$50,000.00 to be encumbered in Fiscal Year 2023 (the “Phase 3 Services”); and

WHEREAS, City Staff recommends the City Commission approve, and authorize execution of, a work authorization with FTC, attached as Exhibit “A,” for the Services in an amount not to exceed \$79,500.00 (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 FTC, attached as Exhibit “A,” for the Services in an amount not to exceed \$79,500.00.

Section 3. The City Manager is hereby authorized to execute the Work Authorization with FTC 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

EXHIBIT A

WORK AUTHORIZATION

BETWEEN

THE CITY OF DEERFIELD BEACH

AND

FLORIDA TECHNICAL CONSULTANTS

FOR PROFESSIONAL SERVICES

This Work Authorization is entered into this ____ 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

Florida Technical Consultants, a Florida Limited Liability Corporation authorized to do business in Florida, with its business address located at 533 East Ocean Avenue, Boynton Beach, FL 33435, 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, (The 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 \$29,500 for Phase 2 ending Sept 30, 2022 and \$50,000 for Phase 3 ending Sept 30, 2023, 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 FLORIDA TECHNICAL CONSULTANTS 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:

City Attorney

CONSULTANT



By: Florida Technical Consultants

Name: James Barton

Title: President

This 7th day of July, 2022.

EXHIBIT A

SCOPE OF SERVICES CITY WORKS IMPLEMENTATION 2022 PHASE 2

FTC will provide the following services on an as-needed basis:

Initiate City Works Configuration Support

- Coordinate with City Works
- Determine User Access
- Review Existing Applications
- Configure Access to all users
- Staff Training

Create a Sanitary Utilities Review Group

- Manage Map Update Points from Utility Review Group
- Review and Edit Sanitary Sewer Online Map
- Staff Training

Create Lift Station Basin Delineation Layer

Number all Unnumbered Sanitary Manholes

- Review all Manhole Attributes with Staff

Update Data Driving Atlas

- Add Sheet Boundaries to Online Maps

Create PDF document of the New Sanitary Atlas

Other Implementation Needs not Specifically Addressed

- Implementation Support and Coordination
- Additional Applications
- Training
- Data Collection and Updates
- Interface with 3rd Party Software
- Coordination with City, Departments, Regulatory Agencies

ESTIMATED COMPENSATION SUMMARY
FOR
CITY WORKS IMPLEMENTATION:
PHASE 2 ending Sept 30, 2022
PHASE 3 ending Sept 30, 2023

FTC will provide all services on a time and materials basis, not to exceed:

- Phase 2: \$29,500, ending Sept 30, 2022
- Phase 3: \$50,000, ending Sept 30, 2023

This provides the most flexibility to adapt the asset management platform to match existing City practices. It is also the most cost effective.

FTC will use the following rate table.

Position	Rate / hr
Project Manager	\$150
Senior GIS Consultant	\$140
Asset Management Analyst	\$135
Asset Management Technician	\$125
Clerical	\$60



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.

PO220233

**PO NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, LABELS, BILLS OF LADING, AND
CORRESPONDENCE FOR PAYMENT TO BE
PROCESSED**

Vendor: FLORIDA TECHNICAL CONSULTANTS - V00026507
533 EAST OCEAN AVENUE
SUITE 02

BOYNTON BEACH, FL 33435

Ship To: WEST WATER PLANT
WEST WATER PLANT
WATER PLANT OPERATIONS
290 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	PR220338	Status	PO	Requested By: Melissa Namor	Terms: N30	Date Issued:	03/03/22
				Buyer: PAUL E. COLLETTE 480-4418	Date Required:		
#	Quantity	Unit	Description	Account Number:	Unit Price	Tax/Other	Extended Amt
0001	1.00	LOT	CMMS Support Services-Cityworks Implementation	4015020-5333099 (100%)	\$29,000.00	0.00	\$29,000.00

PO TOTAL: \$29,000.00

Purchase Order in accordance with RFQ
#21-11-IG. All terms. Conditions,
specifications and pricing shall apply.
Approved by City Commission on Resolution
#2021/045, dated 4/6/21. Contract Term:
4/12/21 to 4/11/24. There are 2 additional
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.
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

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

Face Sheet File Number: I.D. 2022-1396

Agenda Date: 8/2/2022

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 the Sole Source purchase of a programmable logic controller (PLC) network and IO upgrades for water plant operations from AWC, Inc., in the amount of \$792,000.00; providing for execution and an effective date. (Funds from Account #413-5000-536-60-31 - ARPA (PLC Upgrades))

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$792,000

Account Name: ARPA (PLC Upgrades)

Account Number: 413-5000-536-60-31

Background/History

The Environmental Services Department desires to purchase a Programmable Logic Controller (PLC) Control System and Network and IO Upgrades for Water Plant Operations from AWC, Inc. with the American Rescue Plan Act (ARPA) funding, in accordance with the City's procurement code requirements and Federal requirements. This is a sole source procurement as the vendor, AWC, Inc., is the sole factory authorized supplier of Siemens Automation in the State of Florida. This is an approved project in the ARPA expenditure plan approved by the City Commission.

The Purchasing and Contract Administration issued Sole Source Public Notification #22-29-PC. Details of the Sole Source process are as follows:

- On June 14, 2022, the Sole Source Public Notification was advertised for twenty-one (21) days and issued to three hundred seventy-six (376) vendors via the e-Procurement Marketplace.
- Seven (7) vendors viewed the documents of the Sole Source Notification.
- On July 6, 2022 at 4:00 p.m. EST, responses to the Sole Source Notification were due. No responsive responses were received.
- One (1) No Bid was received from BCI Technologies, Inc. (Blackburn Controls, Inc.). Reason: They do not have enough Siemens expertise to qualify or be competitive at this time.

Current Activity

Staff requests approval from the City Commission for the sole source purchase of Programmable Logic Controller (PLC) Network and I/O Upgrades for Water Plant Operations in the amount of \$792,000. The sole source justification recommends AWC, Inc. as the vendor for the items

considered as the sole source because they are the sole source factory authorized supplier of Siemens Automation in the State of Florida.

The American Rescue Plan Act provides direct funding in the amount of \$250,000. An unencumbered expenditure balance is available in the amount of \$542,000 from the Bulk Chemical Storage Tank line item as this project came in under estimate. The balance of that appropriation will be applied to fully fund this initiative.

Recommendation

Staff recommends approval from the City Commission to proceed with a Sole Source purchase for Programmable Logic Controller Network and I/O Upgrades for Water Plant Operations.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING THE SOLE SOURCE PURCHASE OF A PROGRAMMABLE LOGIC CONTROLLER (PLC) NETWORK AND IO UPGRADES FOR WATER PLANT OPERATIONS FROM AWC, INC., IN THE AMOUNT OF \$792,000.00; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the City's current programmable logic controller ("PLC") network is outdated and is being discontinued by the manufacturer Siemens Automation ("Siemens"); and

WHEREAS, the City desires to purchase a new PLC network and IO upgrades to migrate to Siemen's new system; and

WHEREAS, Siemens submitted correspondence to the City indicating that AWC, Inc. ("AWC") is the exclusive authorized distributor for all SIMATIC Automation products in Florida, including PLCs, HMI, Ethernet switches, and software; and

WHEREAS, on June 14, 2022, the Purchasing and Contract Administration Division issued Sole Source Notification 22-29-PC for Programmable Logic Controller (PLC) Network and IO Upgrades 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 a PLC network and IO upgrades from AWC in the amount of \$792,000.00 (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 AWC in the amount of \$792,000.00.

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: Stephanie Tinsley, Chief Financial Officer

DATE: July 12, 2022

RE: **Programable Logic Controller (PLC) Network and IO Upgrades for Water Plant Operations, Sole Source #22-29-PC**

The Purchasing and Contract Administration Division was recently engaged by the Environmental Services Staff to issue a Sole Source Public Notification for Programmable Logic Controller (PLC) Network and IO Upgrades for Water Plant Operations with the American Rescue Plan Act (ARPA) funding, in accordance with the City's procurement code requirements and Federal requirements. The Purchasing and Contract Administration issued Sole Source Public Notification #22-29-PC. Details of the Sole Source process are as follows:

- On June 14, 2022, the Sole Source Public Notification was advertised for twenty-one (21) days and issued to three hundred seventy-six (376) vendors via the e-Procurement Marketplace.
- Seven (7) vendors viewed the documents of the Sole Source Notification.
- On July 6, 2022 at 4:00 p.m. EST, responses to the Sole Source Notification were due. No responsive responses were received.
- One (1) No Bid was received from BCI Technologies, Inc. (Blackburn Controls, Inc.). Reason: They do not have enough Siemens expertise to qualify or be competitive at this time.

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 Programmable Logic Controller (PLC) Network and I/O Upgrades for Water Plant Operations. The sole source justification recommends AWC, Inc. as the vendor for the items considered as sole source because they are the sole source factory authorized supplier of Siemens Automation in the State of Florida. The Programmable Logic Controller (PLC) Network and I/O Upgrades will replace the existing Siemens PLC Network for the Water Plant Operations. This purchase includes innovative solutions in technology, project delivery, and financing to design, programming, SCADA integration, network

connections, materials, installation, and functionality test for upgrading the existing Water Treatment Plant Programming Logic Controllers (PLCs) following the Manufacturer's (Siemens) migration guide.

The estimated expenditure is \$792,000.00; therefore, City Commission approval is required for this Sole Source purchase.

In summary, AWC, Inc. is the sole source factory authorized supplier of Siemens Automation in the State of Florida for the Programmable Logic Controller (PLC) Network and I/O Upgrades for Water Plant Operations; therefore, City staff recommends the City award the purchase to AWC, Inc. 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 City Commission Meeting.

Att: Sole Source Public Notification, Sole Source Justification Form, Sole Source Letter, Recommended Vendor's Proposal



June 14, 2022

SOLE SOURCE NOTIFICATION

PROGRAMMABLE LOGIC CONTROLLER (PLC) AND I/O UPGRADES FOR WATER PLANT OPERATIONS

RESPONSES ARE DUE: WEDNESDAY, JULY 6, 2022 AT 4:00 PM EST

This is a notification that the City of Deerfield Beach intends to award the purchase of Programmable Logic Controller (PLC) Network and I/O Upgrades for Water Plant Operations to AWC, Inc. AWC, Inc. is the sole source factory authorized supplier of Siemens Automation in the State of Florida. The Programmable Logic Controller (PLC) Network and I/O Upgrades will replace the existing Siemens PLC Network for the Water Plant Operations. This purchase includes innovative solutions in technology, project delivery, and financing to design, programming, SCADA integration, network connections, materials, installation, and functionality test for upgrading the existing Water Treatment Plant Programming Logic Controllers (PLCs) following the Manufacturer's (Siemens) migration guide. Prospective vendors are asked to provide information regarding their ability to provide the products and services described herein.

Vendors who believe that they can provide the products and services 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	WEST Water TREATMENT Plant
Point of Contact	Hamid Nikvan
Phone Number	954-298-2148
Vendor	
Company Name	AWC
Address	29713 Network Place Chicago IL 60673
Phone Number	407-914-8010
Point of Contact and Title	Jon Hanger
What other vendors were contacted? (List company name, contact, and phone number and explain why they were not suitable)	The Purchasing & Contract Admin. Division issued a Sole Source Public Notification to (376) vendors via the e-Procurement Marketplace for (21) days. No responses were received. AWC, Inc. is the Sole Source factory authorized supplier of Siemens Automation in the State Florida.
Product or Service	
Product/Service Name	PLC and Network equipment and solutions upgrades.
Manufacturer	Siemens
Make/Model #	
Price	\$792,000.00
Did you negotiate the terms or prices with the vendor? X ☐ Yes ☐ No Staff reviewed and negotiated the price with vendor to meet budgetary requirement.	
Why is this price considered to be fair and reasonable? YES, AWC Inc. has certified application engineers, local inventory and experienced automation specialists which will result in project development cost reduction.	
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) ☐ Yes X ☐ 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
- X ☐ 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)
- X ☐ 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. (4) Siemens Certified Programmers available for training and field service. Siemens factory application engineer, AWC Certified Siemens engineer, programmer and controls installation contractor for upgrade of the new PLC system.

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

Hamid Nikvan

Signature _____ Date 3/23/2022

2. Department Director

Signature Priscilla Cygisluk Date _____

3. Purchasing Manager or Chief Financial Officer

Based on the information provided in Sections A and B and the attached supporting documents, I recommend X ☐ / 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.

X

Signature [Signature] Date 07.13.2022

4. City Manager

I hereby certify that this purchase is a Sole Source.

Signature [Signature] Date _____



Date: January 24, 2022
RE: Authorized SIEMENS Distributor

The purpose of this letter is to provide documentation that the AWC Inc, is the exclusive authorized stocking distributor for all SIMATIC Automation products in Florida (PLC's, HMI, Ethernet Switches, Software, etc.). In addition, AWC Inc has access to products offered by the Digital Industries and Smart Infrastructure divisions of Siemens. This includes Sinamics Drives, MicroMaster Drives as well as Industrial Control, Molded Case Circuit Breakers, Safety Switches, and NEMA Motors, Motor Control Switchgear, Panelboards, Switchboards, Medium Voltage Switchgear and Low Voltage Switchgear.

AWC Inc has certified application engineers, local inventory and experienced automation and drives specialists to assist customers in the Florida area.

Please do not hesitate to call if you have any questions regarding this information.

Kristin Alexander

DI Partner Management
Siemens Digital Industries

Jon Duffie

PSS Channel Management
Siemens Smart Infrastructure



PROPOSAL

BY

**AWC, INC.
29713 NETWORK PLACE
CHICAGO, IL 60673**

FOR

**CITY OF DEERFIELD BEACH
PROGRAMMABLE LOGIC CONTROLLER (PLC)
NETWORK AND I/O UPGRADES FOR WATER
PLANT OPERATIONS**

**AUTOMATION MODERNIZATION
PLANT PLC, NETWORK, AND I/O UPGRADES**

March 15, 2022

Introduction

AWC is pleased to offer engineering, programming, and installation services to City of Deerfield for modernizing the Water plants' Siemens PLCs. This investment is important to consider as the availability of the existing PLCs and Automation system is aging to the point of obsolescence and the advantages of using a modern PLC for diagnostics, reliability, and expandability. AWC is the Sole Source factory authorized supplier of Siemens Automation in Florida with (4) Siemens Certified Programmers available for training and field service. We are an Automation, Instrumentation, Valve and Electrical Power Distributor since 1965 with over 400 employees, 25 branches and are an employee-owned company. We serve Florida customers in 4 major markets Jacksonville, Orlando, Tampa, and Miami. Many of our best customers are Municipalities Water Treatment and Water Reclamation facilities including Jacksonville Electric Authority (JEA), Orange County, City of Orlando, and Miami-Dade. We have the knowledge, experience, and personnel to upgrade the City of Deerfield Beach in a professional and systematic method. The nature of this project requires a deep understanding of the current system and programming software as well as the new software and connected systems such as the recently installed VTSCada system. Please consider AWC as the preferred vendor based on our experience in the water market, Siemens Certified Engineers, and Sole Source agreement with Siemens.

Overview

The core scope of this project includes Design, Supply, and Installation Services to replace (4) aging S7-400H PLCs, scheduled for obsolescence in 2023 with a modern Redundant PLC system. These are roughly half the cost of the existing system with many performance, security, and modular features for future expansion. They support automatic switch-over between a primary and secondary controller via fiber optic backplane. The new Redundant PLC system recommended is the S7-1500H and is designed to be used in critical processes, water and wastewater facilities, chemical plants, energy production and transmission systems that must operate 24/7 365 days annually. Also, the new system would require one PLC project to be managed for each system, a challenge with the current PLC, which makes maintaining and revising project changes easier. This system also better supports a connection to higher level controls such as SCADA with one virtual IP address to manage the connection to SCADA during back-up switch-over. This approach uses the existing cabinets, existing wiring and much of the existing PLC programming to keep the timeline and associated costs lower than installing completely new automation cabinets and reprogramming new PLCs completely as a new design. The goal is to upgrade the (4) plant PLCs while improving plant communications, improving resilience, and maintaining the newly installed VTSCada system all with minimal plant interruption. Typically, these plant upgrades and investments are expected to last 20 years and provide upgrade features to support technology advances over this period.

Defined PLC Process areas sorted by recommended order of replacement

1. PLC 5A and 5B control in the Reverse Osmosis Area
2. PLC 4A and 4B control in the Lime Treatment Area
3. PLC 3A and 3B control for the Nanofiltration Process
4. PLC 2A and 2B control the Wells and High Service Pumps
5. Associated local and remote input and output PLC IO racks including RIO 2-1, RIO 3-1 through RIO 3-6, RIO 5-1 through RIO 5-4
6. East Plant RIO 3-7
7. 2 Tanks and Wells identified as (21,22,23,17,18,19, FA1, FA2)

Network

The new PLC system addresses the desire to move from an RS485 based Profibus network to an Ethernet control network for the plant. This is much faster and easier to support via existing plant fiber optics, to connect many other devices that communicate via Ethernet or Profinet communication protocols. It addresses the need to modernize the plant network and add Power Monitoring, Network Security devices, local HMI, remote control stations and intelligent switchgear. The Ethernet / Profinet based system will replace the Profibus devices prone to failure such as the Optical Link Module which are also becoming obsolete. The new design consists of modern Industrial Switches providing control of a redundant ring created with the existing plant fiber network. This provides a higher level of redundancy through MRP (Media Redundancy Protocol) communications. Totally Integrated Automation (TIA) Portal is the latest project programming tool and is far more user friendly and capable than the previous Step7 programming tool. TIA Portal offers one tool for programming all the plant PLCs, network configuration and advanced security setup for PLC and network devices. TIA Portal offers a Windows view of the plant and is particularly useful in troubleshooting and maintaining the Plant level PLCs, comparing online/offline programs, evaluating project changes and integrating new devices.

Programming approach

In each of the 4 plant areas a systematic programming approach is planned. The largest task is using a tool to convert most of the existing programmed PLC code to the new PLC Redundant System. This reduced the complexity and cost significantly for each plant area as it does not require an application engineer to write a completely new program and validate it with the plant process. This alone is anticipated to save \$208,000 in programming costs not including the cost to validate the plant controls. Instead, the Siemens PLC project can be upgraded by Siemens Certified engineers and imported into a new Siemens PLC project for the new Redundant PLC System with about an 80% completion rate. The remaining 20% will consist of programming the Network communications, transferring blocks of code written in SCL language and proving a successful conversion by simulation before retrofitting and placing the new PLC into the existing cabinets.

The PLC upgrade also includes the Remote IO in the East Plant RIO 3-7 as part of the IO upgrades mentioned in Phase 2. Finally, Phase 3 includes the replacement of obsolete PLCs used to control Remote Tanks and Wells (21,22,23,17,18,19, FA1, FA2). This will include upgrading S7-300 and S7-200 PLCs to S7-1200 PLCs and using the existing control panels and wiring in those locations. Also, a new cellular APN network connection to these Remote Tanks and Wells.

Systematic Upgrade

The upgrade of the (4) Process areas will take place sequentially to minimize downtime. The (4) Process areas will be prioritized by the plant operations, management, based on need, level of complexity and risk. The new S7-1500H PLC system will be mounted on a rack and moved into place to be connected and tested with the existing IO. The network will be updated from Profibus to Ethernet / Profinet and will include the replacement of the OLMs with Industrial Switches and converting the remote IO heads for this process area from Profibus to Profinet. SCADA updates will be made so that the status of this PLC and I/O are accurately reported back to SCADA.

The modernization of this plant's control system can be broken down into 3 distinct phases. The first phase includes upgrading the PLCs and communication networks. This has been outlined above.

The second phase consists of updating the actual PLC IO modules associated with each of the (4) Process areas. This will address the current product lifecycle (maturing in 2023) of the existing IO. This mature status results in less support, limited inventory, and substantial cost increases to maintain the existing IO. The second phase of this project will see approximately 200 IO cards upgraded from ET200M to ET200MP. The new IO will fit inside the existing cabinets and will use connection terminals to transition the wiring from the old to the new IO. This project does not include replacing field devices or revising the wiring to the field IO devices.

The third phase includes PLC and Remote IO upgrades in the East Plant RIO 3-7. Phase 3 consists of replacing PLCs used to control Remote Tanks via PLC 2A and 2B and Wells (21,22,23,17,18,19, FA1, FA2). This will include upgrading (8) obsolete various PLCs models S7-300 and S7-200 to S7-1200 PLCs and using the existing control panels and wiring in those locations and a new cellular communication to the main plants PLC2A and PLC2B.

Preliminary Study

Provide a study to determine the baseline condition of existing S7-400H PLC, Profibus and all remote IO to identify any item in the existing automation system that is not fully functional or has failed. Together we will review the control narrative description of each process area provided by the plant and confirm the fiber network has available fiber pairs to support the new redundant controllers to SCADA and each other in a ring configuration. Furthermore, allow the plant to make any necessary corrections to the existing PLCs and connected plant equipment before installing the new PLCs.

Implementation plan

Understanding the importance of the plant for the water supply to City of Deerfield, we have planned to upgrade the PLC and Network as Phase 1, then IO modules as Phase 2 and the East Plant tanks and wells as Phase 3. To manage downtime and risk of being able to restore normal operations, if needed, we have developed a plan that consists of coordination, experienced personnel, verifying operation then final install. Any work will be coordinated with the plant manager and operations including approving of the installation plan for each process area. The task of installing new PLCs and Network requires the knowledgeable and experienced resources of the team assembled. We will have a Siemens factory application engineer, AWC Certified Siemens engineer, VTScada programmer and controls installation contractor for upgrade of the (4) new PLC system. A new plant fiber network would be established to communicate with SCADA before scheduling the (4) PLC process area upgrades. A test cart and rack will be provided with the new S7-1500H Redundant PLC. The test rack will allow for a temporary install to be proven including communications with SCADA and the existing IO before proceeding with a permanent install of the new PLC system. Using the test rack procedure would allow the plant to restore normal operations, if needed, as the test rack can be removed and the existing PLC can be reconnected to the existing IO using the existing plant network. Phase 2 for the installation of the remote IO will be accomplished in a similar manner with the IO being pre-tested and installed on a test rack with swing-arms to interface between the existing IO and the new IO racks such that the new IO racks can be proven while on the rack before permanently being installed. Phase 3 PLC replacement and cellular network will first be demonstrated for proper operation through the PLC logic and cellular connection before replacing the existing PLCs with new PLCs utilizing the existing control cabinets and wiring. This will upgrade the East plant and Wells with a common PLC platform. Finally, we will document this work and confirm proper operation with the plant SCADA and operators.

Hardware BOM

The overall scope of PLC modernization, IO replacement, Network transition from Profibus to Ethernet/ Profinet also includes peripheral devices including the PLC 24VDC Power Supply, the IO Ethernet type communication modules, and the Optical Link modules with Industrial Network switch devices. A general list is supplied for reference only for each Phase of the project and is intended to match the existing IO count and type however does not include all items provided in the scope of work or the final quantity of items supplied. This list is subject to final engineering design within the scope of work for the each Phase of the project. The plant will also be supplied with a rugged programming device with the Siemens software and licenses used for this project.

QTY	ITEM NUMBER	DESCRIPTION PHASE 1	PRICE
4	SC6ES75000HP000AB0	SIMATIC S7-1500H. CPU 1517H SYSTEM BUNDLE CONSISTING OF 2 X CPU 1517H-3 PN. 4 SYNC-MODULES 10M. 2 X SYNC-CABLES 1M. WITHOUT MEMORY CARD	
18	SC6GK52062BB002AC2	SCALANCE XC206-2 MANAGEABLE LAYER 2 IE-SWITCH 6X 10/100 MBIT/S RJ45 PORTS 2X 100 MBIT/S ST/BFOC- PORTS 1X CONSOLE PORT DIAGNOSTICS-LED RREDUNDANT POWER SUPPLY TEMP RANGE -40 C UP TO +70 C MOUNTING WALL/ DINRAIL. S7 DINRAIL C-PLUG SLOT REDUNDANCY FUNCTI...	
18	SC6GK19000AB10	C-PLUG CONFIGURATION PLUG (BACKS UP DEVICE CONFIGURATION)	
4	SC6ES71583AD100XA0	SIMATIC PN/PN COUPLER FOR DETERMINISTIC DATA EXCHANGE BETWEEN MAX.4 PN-CONTROLLER PER SUBNET. ALSO FROM SUBNET TO SUBNET. ALSO FROM SUBNET TO SUBNET. I/O-. MSI-. MSO- AND DATA RECORD COMMUNICATION. REDUNDANT POWER SUPPLY. PN- CONNECTION VIA SIMATIC BUSAD	
14	SC6ES71534BA000XB0	SIMATIC DP, ET 200M INTERFACE IM 153-4 PN IO HIGH FEATURE FOR MAX. 12 S7-300 MODULES, SUPPORTS FAIL SAFE MODULES, HART MODULES SHARED DEVICE, MEDIUM REDUNDANCY PROTOCOL	
18	SC6EP13362BA10	SITOP PSU100S 24 V/20 A 6EP1336- IP20	
1 LOT	<u>PHASE 1</u>	SUB-TOTAL MATERIALS AND PARTS SUPPLY	
1 LOT	ENGINEERING AND INSTALLATION	DESIGN, SUPPLY, INSTALL AND START-UP (4) NEW PLC SYSTEMS WITH PROFINET NETWORK	
		TOTAL AMOUNT PHASE 1	\$270,000.00

QTY	ITEM NUMBER	DESCRIPTION PHASE 2	PRICE
14	SC6ES75901AF300AA0	SIMATIC S7-1500, MOUNTING RAIL 530 MM (APPR. 13.8 INCH) INCL. GROUNDING ELEMENT, INTEGRATED DIN RAIL FOR MOUNTING OF SMALL COMPONENTS SUCH AS CLAMPS, FUSES OR RELAYS	
70	SC6ES75900BD000AA0	SIMATIC S7-1500 / ET 200MP ACTIVE BACKPLANE BUS 4 SLOTS FOR INSERTING S7-1500 I/O MODULES FOR HOT SWAPPING FOR USE IN THE ET 200MP WITH IM 155-5 PN HF (FROM FW V4.4.1); S7-1500 MOUNTING RAIL AND SLOT COVERS TO BE ORDERED SEPARATELY	
14	SC6ES71555AA000AC0	SIMATIC ET 200MP. PROFINET IO-DEVICE INTERFACEMODULE IM 155-5 PN HF FOR ET 200MP ELEKTRONIKMODULES UP TO 12 IO-MODULES WITHOUT ADDITIONAL PS UP TO 30 IO- MODULES WITH ADDITIONONAL PS SHARED DEVICE MRP IRT =0.25MS ISOCHRONICITY FW-UPDATE I (&) M0...3 ...	
51	SC6ES75217EH000AB0	SIMATIC S7-1500, DIGITAL INPUT MODULE DI 16 X 24...125V UC HF, 16 CHANNELS IN GROUPS OF 1 INPUT DELAY 0.05 ... 20MS INPUT TYPE 3 (IEC 61131) DIAGNOSIS, PROCESSALARMS	
12	SC6ES75225HH000AB0	SIMATIC S7-1500, DIGITAL OUTPUT MODULE DQ 16 X 230VAC / 2A ST RELAY 16 CHANNELS IN GROUPS OF 2, 4A PER GROUP DIAGNOSIS SUBSTITUTE VALUE	
10	SC6ES75225HF000AB0	SIMATIC S7-1500, DIGITAL OUTPUT MODULE DQ 8 X 230VAC/5A,RELAY 8 CHANNELS IN GROUPS OF 1, 5A PER GROUP DIAGNOSIS SUBSTITUTE VALUE	
147	SC6ES75921AM000XB0	SIMATIC S7-1500, FRONT CONNECTOR SCREW-TYPE, 40PIN, FOR 35MM WIDE MODULES, INCL. 4 JUMPERS, AND CABLE STRAP	
33	SC6ES75317NF000AB0	SIMATIC S7-1500. ANALOG INPUT MODULE AI 8 X U/I HF. 16 BITS OF RESOLUTION. ACCURACY 0.1%. 8 CHANNELS IN GROUPS OF 1 COMMON MODE VOLTAGE 30V	

		AC/60V DC. DIAGNOSIS. PROCESSALARMS INCL. INFEED ELEMENT. SHIELD CLAMP AND SHIELD TERMINAL	
25	SC 6ES75325ND000AB0	SIMATIC S7-1500. ANALOG OUTPUT MODULE AQ 4 X U/I HF. 16 BITS OF RESOLUTION. ACCURACY 0.1%. 4 CHANNELS IN GROUPS OF 1 COMMON MODE VOLTAGE 30V AC/60V DC. DIAGNOSIS. SUBSTITUTE VALUE INCL. INFEED ELEMENT. SHIELD CLAMP AND SHIELD TERMINAL	
11	SC6ES75317PF000AB0	SIMATIC S7-1500. ANALOG INPUT MODULE AI 8 X U/R/RTD/TC HF. 16 BITS OF RESOLUTION. ACCURACY 0.1%. 8 CHANNELS IN GROUPS OF 1 COMMON MODE VOLTAGE 30V AC/60V DC. DIAGNOSIS. PROCESSALARMS INCL. INFEED ELEMENT. SHIELD CLAMP AND SHIELD TERMINAL	
69	SC6ES79215AK200AA0	FRONT CONNECTOR MODULE W. 4X16 POLE IDC-CONNECT. FOR ANALOG 40 POL. I/O MODULES OF S7-1500 POTENTIAL SUPPLY VIA INFEED ELEMENT	
69	SC6ES79230BB000DB0	CONNECTING CABLE SHIELDED FOR SIMATIC S7-300/400 BETWEEN FRONT CONNECTOR MODULE A. TERMINAL BLOCK 16 X 0.14MM2 WITH IDC CONNECTORS, LENGTH 1.0 M	
69	SC6ES79240CC200AA0	CONNECTING MODULE TPA 3-TIER FOR ANALOG MODULES OF SIMATIC S7-1500 TYPE: SCREW-TYPE TERMINAL WITHOUT LED, PACK. UNIT = 1 PCS 16-PIN IDC CONNECTION FOR CABLE	
1 LOT	<u>PHASE 2</u>	SUB-TOTAL MATERIALS AND PARTS SUPPLY	
1 LOT	ENGINEERING AND INSTALLATION	DESIGN, SUPPLY, INSTALL AND START-UP (14) INPUT AND OUTPUT RACKS WITH ACTIVE BACKPLANE ON PROFINET NETWORK	
		TOTAL AMOUNT PHASE 2	\$345,000.00

QTY	PART NUMBER	DESCRIPTION PHASE 3	PRICE
8	SC6GK72437SX300XE0	CP 1243-7 LTE US COMMUNICATION PROCESSOR FOR CONNECTION OF SIMATIC S7-1200 TO LTE NET WITH US FREQUENCY	
8	SC6ES72411CH320XB0	SIMATIC S7-1200, COMMUNICATION MODULE CM1241, RS422/485, 9 PIN SUB D (MALE), SUPPORTS MESSAGE BASED FREEPORT	
8	SC6ES72171AG400XB0	SIMATIC S7-1200, CPU 1217C, DC/DC/DC, 24 VDC SUPPLY, (14) 24 VDC DI, (10) 24 VDC DO, (2) 0-10 VDC AI, (2) 0-20MA AO	
8	SC6ES72315ND320XB0	SIMATIC S7-1200, ANALOG INPUT, SM 1231, 4 AI, +/-10V, +/-5V, +/-2.5V, +/-1.25 OR 0-20MA/4-20 MA, 15 BIT + SIGN BIT	
8	SC6ES72211BF320XB0	SIMATIC S7-1200, DIGITAL INPUT SM 1221, (8) 24 VDC SINK/SOURCE DI	
8	SC6GK5896-4ME00-0AA0	IRC ANTENNA ANT 896-4ME FOR GSM (2G), UMTS (3G) AND LTE (4G) NETWORKS, OMNI- DIRECTIONAL CHARACTERISTIC INCL. N-FEMALE CONNECTOR 3DBI IP66 (-40-+70DGR C), PLEASE NOTE NATIONAL APPROVALS MOUNTING ON SWITCHING CABINET COMPACT MANUAL ON PAPER GERMAN / ENG...	
8	SC6XV18755LE30	SIMATIC NET N-CONNECT/SMA MALE/ MALE FLEXIBLE CONNECTION CABLE PREASSEMBLED, LENGTH 0.3M, FLEXIBLE CONNECTION CABLE SCALANCE M - ANTENNA	
8	SC6ES79548LC030AA0	SIMATIC S7. MEMORY CARD FOR S7-1X 00 CPU/SINAMICS. 3. 3 V FLASH. 4 MB	
8	SC6EP13321SH71	SIMATIC S7-1200 POWER SUPPLY PM1207 INPUT 120/230V AC OUTPUT 24V DC/2.5A	
1 LOT	<u>PHASE 3</u>	SUB-TOTAL MATERIALS AND PARTS SUPPLY	
1 LOT	ENGINEERING AND INSTALLATION	DESIGN, SUPPLY, INSTALL AND START-UP (8) TANK and WELL PLCs into EXISTING CABINETS on a 4G APN CELLULAR NETWORK via AT&T or VERIZON	

		TOTAL AMOUNT PHASE 3	\$105,000.00
	LOT PRICE TOTAL FOR PHASES 1-3	PROJECT PLC, NETWORK, IO UPGRADES, TANK and WELL AUTOMATION IMPROVEMENTS	\$720,000.00
	10% PROJECT CONTINGENCY	FOR MUTUALLY AGREED UPON REVISION OR UPGRADES OUTSIDE THE SCOPE DESCRIBED IN PHASE 1-3	\$72,000.00
	TOTAL CONTRACT		\$792,000.00

SCADA interface

Through an investigation of the new VTScada system and the plant with technical support from Trihedral and programmers certified with VTScada we have determined the new Siemens S7-1500H PLC will communicate very well with the existing VTScada system. This will use the same server-based software driver being used today and the tags and database will be maintained as they currently are offering additional savings and risk reduction for the project and plant controls. Minimal changes are needed to the IP addressing to set-up the new PLCs on the system overall this will require very few changes to the VTScada system. The anticipated changes are included in this scope of work.

Drawings and Documentation

AWC will provided new drawings for any sheets of the existing plant drawings that require a change. These will be submitted to the City for approval. As-built drawings will be provided.

Project Management, Drafting, Engineering and Installation schedule

AWC will provided a dedicated project manager and point-of-contact to schedule all deliverables including communicating, scheduling, submittal drawings and contract documents.

Timing

Phase 1 can be accomplished following Notice to Proceed within 6 months

Phase 2 can be accomplished following Notice to Proceed within 6 months

Phase 3 can be accomplished following Notice to Proceed within 3 months

Training

On-site training is provided to all plant personnel in attendance for 1 session. This includes a general understanding of the devices and function of each new PLC and IO in the (4) Process areas. AWC will provide a maintenance and trouble-shooting class on-site for 1 session, 2 days. AWC will provide 1-week formal programming class on-site for 3 days for up to 4 plant personnel. Additional training is available for a fee dependent upon the format for example there is a great library now available for self-paced learning on-line that is very reasonable for TIA Portal software, online instructor lead courses, in-person factory training.

Support

AWC will support this project with a Professional Project Manager, 2 Siemens Certified application engineers, a Florida registered Professional Engineer, a VTScada partner programmer, a local electrical contractor, and a Siemens Automation Field Engineer.

Key Personnel:

Jarrett Shuler, Project Manager
Keith Thompson, Application Engineering Manager
Mike Neumann, Application Programmer
Tom Defreitas, Electrical Engineer
Jennifer Waymire, General Control Systems VTScada programmer
Alex Cabrerra, Siemens Field Service

Qualifications

AWC is the largest Siemens Automation distributor and partner in the South-Eastern United States. Formed in 1965 we are an employee-owned company with extensive experience with Controls, Automation, Industrial Networks and Instrumentation. In Florida we support 4 major markets with local technical account managers and field application engineers. Our goal is to help customers be successful with Automation and make the best investments for the future. AWC supports many water customers throughout Florida. We are familiar with plant processes and the critical nature of delivering potable water as well reclaiming and treating wastewater. Currently we hold sole source and supply agreements with other municipalities large and small including City of Orlando, Orange County, Jacksonville Electric Authority (JEA), Miami-Dade, and others. Our Siemens Sole Source letter and copy of a few contracts with Municipal clients are included for review.

Estimated Labor per Phase

Labor Categories: Phase 1 PLC and Network upgrades		Rate
PE	PROFESSIONAL ENGINEERING	\$175.00
PRG	PLC PROGRAMMING & INTEGRATION	\$200.00
SC	SCADA PROGRAMMING & INTEGRATION	\$200.00
PJE	PROJECT DESIGN	\$85.00
PM	PROJECT MANAGEMENT	\$85.00
DFT	DRAFTING ONLY	\$85.00
DDS	DESIGN AND DRAFTING, STANDARD	\$85.00
DDX	DESIGN AND DRAFTING, EXPEDITED	\$105.00
FLDG	GENERAL FIELD SERVICE, =< 8HRS/DAY	\$110.00
FLDO	GENERAL FIELD SERVICE, >8HRS/DAY + WK	\$105.00
FLDH	GENERAL FIELD SERVICE, HOLIDAY	\$190.00
EC	ELECTRICAL INSTALLATION	\$85.00
PER DIEM	MEALS, ETC.	\$75.00
TRVL	TRAVEL EXPENSES (Including Lodging)	\$1.10
MLG	TRAVEL DISTANCE (Miles)	\$0.72
NB	NON-BILLABLE, OTHER	\$0.00

ENGINEERING

\$14,000.00

LABOR

\$141,740.00

Labor Categories: Phase 2 Local and Remote IO upgrades		Rate
PE	PROFESSIONAL ENGINEERING	\$175.00
PRG	PLC PROGRAMMING & INTEGRATION	\$200.00
SC	SCADA PROGRAMMING & INTEGRATION	\$200.00
PJE	PROJECT DESIGN	\$85.00
PM	PROJECT MANAGEMENT	\$85.00
DFT	DRAFTING ONLY	\$85.00
DDS	DESIGN AND DRAFTING, STANDARD	\$85.00
DDX	DESIGN AND DRAFTING, EXPEDITED	\$105.00
FLDG	GENERAL FIELD SERVICE, =< 8HRS/DAY	\$110.00
FLDO	GENERAL FIELD SERVICE, >8HRS/DAY + WK	\$105.00
FLDH	GENERAL FIELD SERVICE, HOLIDAY	\$190.00
EC	ELECTRICAL INSTALLATION	\$85.00
PER DIEM	MEALS, ETC.	\$75.00
TRVL	TRAVEL EXPENSES (Including Lodging)	\$1.10
MLG	TRAVEL DISTANCE (Miles)	\$0.72
NB	NON-BILLABLE, OTHER	\$0.00

ENGINEERING

\$8,750.00

LABOR

\$163,100.00

Labor Categories: Phase 3 (8) Remote PLC upgrades		Rate
PE	PROFESSIONAL ENGINEERING	\$175.00
PRG	PLC PROGRAMMING & INTEGRATION	\$200.00
SC	SCADA PROGRAMMING & INTEGRATION	\$200.00
PJE	PROJECT DESIGN	\$85.00
PM	PROJECT MANAGEMENT	\$85.00
DFT	DRAFTING ONLY	\$85.00
DDS	DESIGN AND DRAFTING, STANDARD	\$85.00
DDX	DESIGN AND DRAFTING, EXPEDITED	\$105.00
FLDG	GENERAL FIELD SERVICE, =< 8HRS/DAY	\$110.00
FLDO	GENERAL FIELD SERVICE, >8HRS/DAY + WK	\$105.00
FLDH	GENERAL FIELD SERVICE, HOLIDAY	\$190.00
EC	ELECTRICAL INSTALLATION	\$85.00
PER DIEM	MEALS, ETC.	\$75.00
TRVL	TRAVEL EXPENSES (Including Lodging)	\$1.10
MLG	TRAVEL DISTANCE (Miles)	\$0.72
NB	NON-BILLABLE, OTHER	\$0.00
ENGINEERING		\$10,500.00
LABOR		\$82,664.00

Exceptions and Exemptions

AWC work is limited to that listed in the scope of the proposal, defined through the Contract and the drawings for approval that will support all changes of the (4) PLC upgrades, Network, IO and (8) Remote PLCs. All other work will be charged per the AWC Rate sheet and terms on a time and material basis. Prices are subject to change with any change order request or unplanned cost incurred.

Progress Payments

We suggest the following payment schedule based on a schedule of percentage of completion of values for each Phase 1-3.

30% down payment when PO is issued

30% upon delivery of approval drawings

30% upon release of signed drawings and notice-to-proceed

10% upon installation and start-up

Total Value

Phase 1-3 items supplied by AWC are \$792,000. The pricing is valid through September 30, 2022 subject to hardware and labor cost escalations.

Warranty

Hardware and Workmanship warranty limited to 12 months from start-up of each PLC system.

Jonathan J. Hanger

Florida Sales Manager

Background from the Existing Water Treatment Control System Architecture comments in 2020:

The existing control system network is comprised of four major systems. The internal facility LAN that makes up the West WTP network, the leased AT&T connection between East and West WTPs, the remote site wireless radio network for water facilities, and the remote site wireless radio network for the wastewater infrastructure. The water and wastewater networks are not currently interconnected and operate as standalone networks. Additionally, enterprise level networks such as IT networks and Internet services are not connected to these networks either. Currently, these control system level networks use a combination of serial and Ethernet protocols for communication between SCADA HMI nodes, PLCs, and I/O devices, with the City preferring Ethernet.

The existing control system network at the West WTP is comprised of three major levels. The lowest level in this system is the I/O level made up mainly of Siemens remote I/O. These remote I/O send field data from instrumentation and motor controllers back to the central PLC system where control logic is performed and commands are sent back to remote I/O devices. This is a common topology to limit the amount of copper wiring from field devices which reduces costs, aids in troubleshooting, and limits interference and failures due to electromagnetic interference and lightning. The communications topology at this level is a fault tolerant redundant fiber optic ring. The communication protocol at this level is serial Profibus DP that is communicated from the PLC to remote I/O through Siemens Optical Linking Modules (OLMs) to convert copper serial communications into fiber optic communications that also supports the redundant ring topology. This is a highly reliable network topology with technology that continues to be supported. While the communications topology is very reliable and equipment is supported, the use of serial Profibus DP for communications to I/O devices can create some maintenance challenges. The use of Profibus DP requires particular rules, limitations, and best practices to be followed in order to maintain proper operation of the system. The number of nodes on a

particular Profibus DP segment must be limited based on the speed of the network, and proper cabling and bus termination must be followed. Additionally, troubleshooting can be more difficult as troublesome devices can impact the operation of properly functioning devices making fault identification difficult. The cost of components, such as OLMs, can also lead to higher network maintenance costs compared to Ethernet components.

The next level in the WTP communications system is the control level consisting of PLC-to-PLC communication. At this level PLCs communicate to each other using the Ethernet protocol PROFINET. This protocol acts like other Ethernet protocols and is transmitted on the same physical infrastructure as other Ethernet protocols. PROFINET is specific to the Siemens control system and provides some enhanced features within the protocol to ensure a more deterministic operation of the network for a real time and properly sequenced operation of the control system. This level is also a fault tolerant redundant fiber optic ring topology. Here, instead of OLMs converting serial Profibus DP into fiber optic communications, Ethernet switches are used to convert copper Ethernet connections into fiber optic communications. Each PLC has two Ethernet connections and two Ethernet switches to eliminate single points of failure. This topology is highly fault tolerant, scalable, and upgradeable. This level exists between the East and West WTPs where the West WTP servers poll data from the East WTP PLCs.

The top level within the WTP communications system is the HMI level consisting of HMI to PLC communications and HMI to HMI communications. Within this level HMI I/O servers communicate with PLCs in-order-to monitor and collect data from the I/O points in the PLCs and to communicate operational setpoint changes to the PLCs to provide operator control and monitoring of the plant process systems. These servers also function to graphically display this information and relay information to Historical databases. These HMI servers also communicate to HMI clients at this level to provide additional access points to the HMI system graphics for monitoring and control. Communication at this level of the network is multi-protocol Ethernet. The network topology at this level is a Star network mostly made up of copper cabling. This level currently has no continuous communication to any higher levels such as remote systems, Enterprise networks, Internet services, or mobile clients. The City has configured remote access to SCADA server HV1 through the use of TeamViewer application. However, access must be requested from the City before remote connection can be established. The following figures show the current network topology of the WTPs.

There are no network security solutions implemented at any level within the West WTP SCADA network. Regardless of connectivity to remote systems, a minimum level of network security should be established in accordance with industry best practices to protect systems and establish backup and recovery policies. The SCADA system has a flat network topology with Class B network IP addresses. Currently, windows servers autologin to an administrator account giving any local person access to the machine whether privileged or not. iFIX has a separate security database and application logins are configured at this level. A basic security assessment and summary of best practices is provided in Appendix G to this chapter.

As shown in the block diagram, both membrane systems are on the same network and each has its own control room for operator monitoring and control. Only one set of SCADA servers function to directly communicate with PLCs which are located at the server console. If these servers fail, or if communication to these servers is lost, then SCADA client machines at both membrane control rooms as well as other SCADA client locations will not function properly and there are no other local HMIs if this system were to fail. In some cases, local hand switches are also not available making operation difficult if the main HMI system were to fail.

Remote water sites such as wells and storage tanks utilize a GE MDS Serial radio network for communications. This system is an unlicensed 900MHz Frequency Hopping Spread Spectrum (FHSS) system. Currently, all wells communicate over serial interfaces, but upgrades are planned to convert these to Ethernet. The polling time of this network is currently between 2 and 3 minutes. This is on the edge of being an adequate polling time to capture alarms and events and not suitable to provide any type of real time control. If the speed of this system is not upgraded, then the protocol utilized should be modified to allow for a poll-by-exception environment to increase the speed of commands and alarms sent across the network. Protocols such as DNP3 meet these requirements and also have the feature of being able to store data so that a higher granularity of information from continuous analog signals can be stored and sent in batches to reduce bandwidth requirements. Additionally, the use of third-party wireless networks such as cellular could be utilized to increase transmission speeds.

The City utilizes Siemens PLCs for the water treatment system. These controllers have provided the functionality that the City has needed for their water system. Siemens PLC hardware is an industry standard platform and commonly seen in the water industry and used extensively in the state of Florida. There is no need to modify hardware standards based on non-suitability of application or limitations of the hardware. Based on the design and construction of the West WTP, these PLCs are approximately 20 years old.

The PLC system at the water plants consists of a central redundant Siemens PLC system shown in the figure below. These PLCs serve as the master controllers for the entire water treatment plant system. The iFIX HMI system polls these PLCs for all monitoring and control functions. The central redundant PLCs communicate to other plant PLCs and associated plant remote I/O systems via a Profibus DP fiber optic ring utilizing Siemens OLM modules for serial Profibus DP to fiber optic media conversion. The general topology of the system is reliable and designed well, however, technology and communications used by this system are becoming outdated. Additionally, limited hand controls are provided at the facility and almost everything goes through the PLC. This can pose a risk if the PLC were to fail.

The PLCs utilized in the plant are Siemens S7-400 and remote I/O are Siemens S7-200 operating on the Siemens S7 version 5.4 platform. The Siemens S7-400 is still a current Siemens model but is planned to begin a phasing out process in 2020. This means that new production and support will be limited but the product will still be supported for another 10 years until about 2030. Planning for migration to the new S7-1500 series

should be considered in the near future in order to migrate. Siemens has a S7-400/300 migration planning guide available to support this effort.

The S7-200 series of PLCs began its phase out period in November of 2013. This period started with one year of full parts availability until November of 2014 and is now supported only through replacement parts until November 2023. After this date, support for this product will end. Siemens recommends replacement of this level controller with the S7-1200 series controller as shown in the above Figure. A replacement plan for these controllers should be started immediately in order to ensure replacement before the end of support date. Additionally, replacement of the S7-400 controllers in tandem may be necessary in order to support higher level communication, maintain a consistent programming environment, and to prevent additional future rework.

To support Profibus DP communications over fiber, plant process control systems use the Siemens Profibus DP OLM module. Similarly, to the PLC systems, certain OLM module versions are in the phase out process. The installed OLM modules should be checked and verified to determine the remaining level of support. Newer Siemens controllers have migrated from using Profibus DP for controller and remote I/O communication to using the Ethernet based protocol PROFINET. As controllers are upgraded to new hardware, legacy Profibus DP communications should be upgraded to PROFINET and the OLMs eliminated from the control system.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1411

Agenda Date: 8/2/2022

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Johnson-Laux Construction, LLC through the Sourcewell, Inc. Indefinite Quantity Construction Agreement IFB# FL R10 GC11 111821 JLC for repairs and alterations to Fire Station 102 in an amount not to exceed \$366,258.00; providing for execution and an effective date. (Funds from Account #399-5060-519-62-00 - Buildings & Account #399-5060-529-65-30 - CIP Infrastructure)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$366,258

Account Name: Buildings

Account Number: 399-5060-519-62-00

Secondary Account Name: CIP Infrastructure

Secondary Account Number: 399-5060-529-65-30

Background/History

This item was previously approved on July 12, 2022. The sourcewell contract previously referenced has since expired and was not renewed. The contract currently in place is Sourcewell Contract FL R10 GC11 111821 JLC. The purpose of this item to reflect the new contract. There are no other changes to the item previously approved.

On April 20, 2022, RH Engineering Group performed a visual observation of the building exterior and affected interior areas of the Deerfield Beach Fire Station 102 located at 1441 FAU Research Park Blvd., as part of the building envelope assessment project (the "Assessment"). Fire Station 102 has been experiencing moisture penetration issues and the Assessment scope of work included assessment of the building envelope conditions to determine the possible cause of the moisture penetration into the building and associated repairs. The assessment included the interior area of the 3-story front entrance vestibule and the main office building portion of the Fire Station. Also completed was a review of the original architectural drawings for the building and roof condition assessment report prepared by Advance Roofing dated December 2021 with updates dated April 2022. Visual observations were made along the building exterior and flat roof areas 2 & 3. No destructive testing was done. The following are the recommendations from the Assessment (collectively, the "Work"):

- ☐ Pressure clean exterior of the building to remove the mold and mildew.
- ☐ Trim trees and palms to allow at least 3' clearance for access to the building for performing cleaning, painting and sealing activities.

- ☐ Repaint the exterior of the building with a high-performance coating. Recommended products include StoCoat Texture or Lotusan, and Sherwin Williams Loxon XP.
- ☐ Replace sealants around all openings, windows, doors, etc. that are either missing or in need of repair.
- ☐ Apply elastomeric patch over any stucco cracks.
- ☐ Replace damaged or missing expansion joints and sealant. Sealant shall be premium grade, non-sag, high movement, polyurethane hybrid silicone that is paintable. Recommended products include SikaHylex-150LM and Tremco Dymonic FC.
- ☐ Remove existing 4" decorative split face brick veneer from around the lower portion of the building.
- ☐ Apply waterproofing around lower portion of building where brick veneer was removed.
- ☐ Apply waterproofing over parapet wall in low roof areas 2 and 3.
- ☐ Repaint metal roof panels with a DTM direct to metal paint such as Sherwin Williams Protective & Marine Coating product DTM acrylic coating. Solar panels and accessories to remain in place.
- ☐ Furnish and install new brick veneer over waterproofing, including all grouting, expansion joints and sealants needed. New brick veneer shall match existing.
- ☐ Remove plantings and ground cover in landscape areas as needed to re-grade to eliminate built up fill conditions adjacent to the building. Top of landscaping fill elevation must not exceed top of ground floor slab elevation. Re-grade and re-slope so water drains away from the building. Remove all excess materials from the site.
- ☐ Modify or cap irrigation system as needed.
- ☐ Remove approximately 2' wide strip of floor tile and 2" topping slab to expose joint between building and vestibule on both the 2nd and 3rd floors. Re-cast 2" topping slab but maintain opening minimum 1" width along the joint between planks. Install interior expansion joint and cover Migutec FN 20/12 by EMSEAL. Replace floor tiles as needed.
- ☐ Flush or jet the rainwater leaders located around the building to confirm lines are clear and operating properly.
- ☐ Pressure clean exterior of the building to remove the mold and mildew.
- ☐ Trim trees and palms to allow at least 3' clearance for access to the building for performing cleaning, painting and sealing activities.
- ☐ Remove all construction debris and waste from the site.

Current Activity

Staff desires to perform recommended repair and alterations to Fire Station 102 according to the Building Envelope Assessment Report prepared by RH Engineering Group, dated May 12, 2022. The total budget for the Work is \$366,258.00. Funds are available in our Capital Project Budget for buildings and infrastructure to address the needs of our Public Service buildings.

Due to the small size and scope of the Project, use of a job order contract was recommended. Section 38-116(3)(b)10–11 of the City Code provide authority for the City to acquire or contract for non-real property, goods, or services where the City participates in joint procurement of non-real property, goods, or services with other public entities, including, but not limited to, acquisitions made pursuant to interlocal agreements entered into with other governmental entities in accordance with Chapter 163, Florida Statutes. Section 38-116(3)(b)12 of the City Code allows for the procurement of goods or services pursuant to a job order contract. Staff recommends use of the cooperative purchasing agreement with Johnson-Laux Construction, LLC ("Johnson-Laux"), through the Sourcewell, Inc. Indefinite Quantity Construction Agreement IFB# FL-R10-GC11-111821-JLC (the "Sourcewell Contract") for construction of the Project in an amount not to exceed \$366,258.00.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach award repairs and alteration for FS 102 in accordance with the Building Envelope Assessment Report by RH Engineer Group

dated May 12, 2022 to Johnson Laux Construction.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AGREEMENT WITH JOHNSON-LAUX CONSTRUCTION, LLC THROUGH THE SOURCEWELL, INC. INDEFINITE QUANTITY CONSTRUCTION AGREEMENT IFB# FL R10 GC11 111821 JLC FOR REPAIRS AND ALTERATIONS TO FIRE STATION 102 IN AN AMOUNT NOT TO EXCEED \$366,258.00; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, Fire Station 102 has been experiencing moisture penetration issues; and

WHEREAS, on April 20, 2022, the City’s consultant, RH Engineering Group, performed a visual observation of the building exterior and affected interior areas of the Deerfield Beach Fire Station 102 located at 1441 FAU Research Park Blvd., as part of the building envelope assessment project (the “Assessment”); and

WHEREAS, upon completion of the Assessment, RH Engineering Group made various recommendations for repairs and alterations to Fire Station 102 to resolve the moisture penetration issues; and

WHEREAS, staff recommends performing the repairs and alterations to Fire Station 102 according to the Assessment (the “Project”); and

WHEREAS, due to the small size and scope of the Project, use of a job order contract was recommended; and

WHEREAS, Section 38-116(3)(b)10–11 of the City Code provide authority for the City to acquire or contract for non-real property, goods, or services where the City participates in joint procurement of non-real property, goods, or services with other public entities, including, but not limited to, acquisitions made pursuant to interlocal agreements entered into with other governmental entities in accordance with Chapter 163, Florida Statutes; and

WHEREAS, Section 38-116(3)(b)12 of the City Code allows for the procurement of goods or services pursuant to a job order contract; and

WHEREAS, staff recommends use of the cooperative purchasing agreement with Johnson-Laux Construction, LLC (“Johnson-Laux”), through the Sourcewell, Inc. Indefinite Quantity Construction Agreement IFB# FL R10 GC11 111821 JLC (the “Sourcewell Contract”) for construction of the Project in an amount not to exceed \$366,258.00; and

WHEREAS, staff has confirmed that the Sourcewell Contract is in effect; and

WHEREAS, staff recommends that the City Commission approve an agreement with Johnson-Laux for construction of the Project, utilizing the Sourcewell Contract in an amount not to exceed \$366,258.00 (the “Agreement”).

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

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

Section 2. The City Commission hereby approves the Agreement with Johnson-Laux for construction of the Project in an amount not to exceed \$366,258.00.

Section 3. The City Manager is authorized to execute the Agreement with Johnson-Laux, consistent with the Sourcewell Contract, together with additional terms 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 take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Indefinite Delivery-Indefinite Quantity Construction Contract

Contract Number: FL-R10-GC11-111821-JLC

This Indefinite Delivery-Indefinite Quantity Construction Contract (Contract) is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 and **Johnson-Laux Construction**, 650 Garden Commerce Parkway, suite 100, Winter Garden, FL 34787 (Contractor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state and municipal governmental entities, K-12 and higher education entities, nonprofit entities, tribal governments, and other public entities located within the United States.

The Contractor desires to contract with Sourcewell to provide construction services to entities that access Sourcewell's indefinite delivery-indefinite quantity (IDIQ) construction contracts within the Region.

I. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract, including the General Terms and Conditions incorporated by reference, is effective upon the later of December 29, 2021, or the date of the final signature below.

B. **EXPIRATION DATE AND EXTENSION.** This Contract expires **December 28, 2022**, unless it is terminated sooner pursuant to Article XX of the General Terms and Conditions, which are incorporated into this Contract by reference. This Contract may be extended up to two additional one-year periods upon request of Sourcewell and with written agreement by the Contractor, not to exceed a total of three years.

II. REGION

The Contractor's Region is as follows: Region 10 - Southern Florida.

III. ADJUSTMENT FACTORS

The Contractor will perform any or all Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the following Adjustment Factors. See the General Terms and Conditions for additional information.

A. **Normal Working Hours Projects:** Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: **1.2372**.

B. **Other Than Normal Working Hours Projects:** Work performed from 4:00 p.m. to 7:00 a.m. Monday to Friday, and any time Saturday, Sunday, and Holidays. The Contractor will perform Tasks during Other

Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.2491.

C. **Non pre-priced Adjustment Factor:** To be applied to Work determined not to be included in the CTC but within the general scope of the work: 1.2972.

IV. AUTHORIZED REPRESENTATIVE

A. Sourcewell's Authorized Representative is its Chief Procurement Officer.

B. The Contractor's Authorized Representative is Kevin Johnson. If the Contractor's Authorized Representative changes at any time during this Contract, Contractor must promptly notify Sourcewell in writing.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0ED2A139D06489...

Jeremy Schwartz, CSSBB, CPPO

Title: Chief Procurement Officer

Date: 12/28/2021 | 2:33 PM CST

Johnson-Laux Construction

DocuSigned by:
By: Kevin Johnson
11E0207E04764EE...

Kevin Johnson

Title: Vice President

Date: 12/28/2021 | 2:24 PM EST

Date: June 17th, 2022

**Deerfield Beach Fire Station 102
Engineer's Recommended Repair Budget**

Summary Scope

Perform recommended repairs, alterations, and to Fire Station 102 according to Building Envelope Assessment Report prepared by RH Engineering Group dated May 12th, 2022.

Project Total Budget: \$366,258.00

Detailed Scope

- Pressure clean exterior of the building to remove the mold and mildew.
- Trim trees and palms to allow at least 3' clearance for access to the building for performing cleaning, painting and sealing activities.
- Repaint the exterior of the building with a high-performance coating. Recommended products include StoCoat Texture or Lotusan, and Sherwin Williams Loxon XP.
- Replace sealants around all openings, windows, doors, etc. that are either missing or in need of repair.
- Apply elastomeric patch over any stucco cracks.
- Replace damaged or missing expansion joints and sealant. Sealant shall be premium grade, non-sag, high movement, polyurethane hybrid silicone that is paintable. Recommended products include SikaHylex-150LM and Tremco Dymonic FC.
- Remove existing 4" decorative split face brick veneer from around the lower portion of the building.
- Apply waterproofing around lower portion of building where brick veneer was removed.
- Apply waterproofing over parapet wall in low roof areas 2 and 3.
- Repaint metal roof panels with a DTM direct to metal paint such as Sherwin Williams Protective & Marine Coating product DTM acrylic coating. Solar panels and accessories to remain in place.
- Furnish and install new brick veneer over waterproofing, including all grouting, expansion joints and sealants needed. New brick veneer shall be match existing.
- Remove plantings and ground cover in landscape areas as needed to re-grade to eliminate built up fill conditions adjacent to the building. Top of landscaping fill elevation must not exceed top of ground floor slab elevation. Re-grade and re-slope so water drains away from the building. Remove all excess materials from the site.
- Modify or cap irrigation system as needed.
- Remove approximately 2' wide strip of floor tile and 2" topping slab to expose joint between building and vestibule on both the 2nd and 3rd floors. Re-cast 2" topping slab but maintain opening minimum 1" width along the joint between planks. Install interior expansion joint and cover Migutec FN 20/12 by EMSEAL. Replace floor tiles as needed.
- Flush or jet the rainwater leaders located around the building to confirm lines are clear and operating properly.
- Remove all construction debris and waste from the site.

Clarifications

- A Payment and Performance Bond has been included in the proposal price.
- No Builder's Risk insurance included.
- No Architectural or Engineering Services have been included.
- No Signed and Sealed drawings have been included.
- Estimated Permit Fee has been included.
- No roof repairs or parapet coping caps included in this proposal.
- Exterior hollow metal doors and frames to be repainted. Storefront and/or aluminum doors and frames shall not be repainted. Large vehicle bay doors not to be repainted.
- Solar panels to remain in place. No painting of metal roof panels under solar panels.
- No replacing of plantings or shrubs. Contractor to install 3" of wood mulch only in disturbed areas.
- No repairs to the rainwater leaders or piping are included in this proposal.



May 12, 2022

Johnson Laux Construction
Mr. Richard Reinhart, Project Manager
4350 Oakes Road, Unit 514
Davie, FL 33314

**RE: Deerfield Beach Fire Station 102
Building Envelope Assessment Report
RHEG Project #2217**

Dear Mr. Reinhart,

On April 20, 2022, our office performed a visual observation of the building exterior and affected interior areas of the Deerfield Beach Fire Station 102 located at 1441 FAU Research Park Blvd., in Deerfield Beach, Fla. as part of the building envelope assessment project. Fire Station 102 has been experiencing moisture penetration issues and the project work scope is to assess the building envelope conditions to determine the possible cause of the moisture penetration into the building and associated repairs. The assessment included the interior area of the 3-story front entrance vestibule and the main office building portion (only) of the Fire Station. Also completed was review of original architectural drawings for the building and roof condition assessment report prepared by Advance Roofing dated December 2021 with updates dated April 2022. No original structural drawings for the building were provided for review. Visual observations were made along the building exterior, and flat roof areas 2 & 3. No destructive testing was done. A portion of existing cracked tile was removed at the 2nd floor front entrance vestibule. We have the following comments:

Building Structure

1. Fire Station 102 complex was termed Mitigation Operation Center in the original architectural drawings for the building. Architectural drawings were prepared by Perez & Perez Architects and Planners and are dated May 2005.
2. The structure complex is comprised of the following:
 - a. 3 story main building that includes fire offices, dorms, kitchen, classrooms, conference rooms, general offices, bathrooms, and computer rooms.
 - b. 2 story high open vaulted roof structure at center of complex that houses fire & rescue trucks and apparatus equipment.
 - c. 2 story building to the south that includes electrical room, gear, clothing, generator, filing, and storage rooms.
 - d. 3 story front entrance vestibule building appendage located at the west elevation.
 - e. Overall complex size is approximately 250' x 120'.
 - f. Architectural drawings do not indicate any building expansion joint between any portion of the building complex.

3. The building structures are comprised of the following general components:
 - a. Concrete spread footing foundations.
 - b. Perimeter 12" thickness tilt up concrete walls.
 - c. Concrete ground floor slab on grade.
 - d. Interior steel columns and beams.
 - e. 2nd and 3rd floor framing are 10" precast hollow core planks with 2" of poured concrete topping.
 - f. Roof framing consist of 8" precast hollow core planks with 2" of concrete topping. Main building has trusses over top of the hollow core planks. Center fire truck storage has exposed steel truss framing.
 - g. Majority of building complex has a standing seam metal roof. There are portions of the building that have flat roofs with modified bitumen membrane roofing.
 - h. Stairs are steel with concrete filled metal pans.
 - i. Drawings show a concrete cap over top of perimeter parapet walls.

Observations and Recommendations

1. Existing paint on walls has a textured finish over top of the tilt up concrete walls. **See Photo 1.**
2. Throughout all portions of the building complex, the existing paint has faded and there are mold and mildew stains at multiple locations. **See Photos 2 through 7.** Pressure cleaning with detergent solution to remove mold and mildew is required. Re-painting of the building complex with a high-performance acrylic coating is required. Recommended products include StoCoat Texture or Lotusan, and Sherwin Williams Loxon XP. Final coating selection should provide a breathable and weatherproof finish. Application must follow manufacturers recommendations regarding surface preparation for tilt up concrete construction. We did not observe at ground floor level moisture penetration around window and door openings. During future repair project with use of high reach equipment we recommend that existing sealants be examined more closely to determine if deterioration of sealants has commenced, and replacement is required.
3. Existing paint over tilt up concrete wall joint sealants has de-bonded and failed at many locations. **See Photos 8 through 10.** There is also evidence of failed tilt up joint sealant which requires removal and replacement at several locations. Damaged sealants must be removed and recommend new sealant selection to be a premium grade, non-sag, high movement, polyurethane hybrid silicone sealant that is paintable. Recommended products include SikaHylex-150LM and Tremco Dymonic FC. Application must follow manufacturers recommendations regarding surface preparation including backer rod material and size for tilt up concrete construction.
4. Landscaping areas along building perimeter are typical throughout building complex except at center area fire & rescue truck storage. **See Photos 11 and 12.**
5. Landscaping area at west elevation is built up against existing building wall. Fill material built up is approximately 12" to 16" above building ground floor slab elevation. **See Photo 13.** There is evidence of moisture penetration inside the building offices that are located along the west wall where built up fill material is located.
6. Landscaping areas have an irrigation system that is located near building walls at several locations. **See Photos 14 through 16.** Modify irrigation locations as needed.
7. During rain events building roof runoff is collected through rainwater leaders located around the building perimeter. Leaders are directed to unknown underground drain areas. This rainwater collection system was not referenced in the architectural drawings for the complex. **See Photos 17 and 18.** It is unknown if the rainwater collection system is affecting the perimeter concrete walls and further investigation may be required. At minimum flush or jet the system to confirm lines are clear and operating properly.

8. Building perimeter has existing decorative 4" split face brick veneer throughout the lower portion of the building complex. Brick veneer height is approximately 48". Brick veneer is in direct contact with all landscaping areas and exposed to continual wet conditions from rain events and landscape irrigation system. **See Photo 19.**
9. Detailed examination of construction conditions between the brick veneer and tilt up concrete wall directly behind, revealed that no waterproofing or seal coating was applied on the concrete wall. Therefore, the tilt up concrete wall is fully exposed to moisture penetration from the built-up landscaping areas, landscaping irrigation system, and possibly the rainwater collection system. **See Photo 20.**
10. General condition of the brick veneer throughout the building perimeter is poor. There were numerous locations observed where brick veneer is damaged – cracked, broken, loose and de-bonded from concrete wall. **See Photos 21 through 27.**
11. Based on moisture penetration currently occurring through concrete walls behind the veneer and general existing poor veneer conditions observed throughout, we recommend that all 100% brick veneer is removed.
12. Brick veneer repair options –
 - A. *Re-design finish conditions:* Permanently re-grade landscaping areas to eliminate built up fill conditions against concrete walls. Top of landscaping fill elevation must not exceed top of ground floor slab elevation. Remove 100% of brick veneer. Apply seal/paint coating to all exposed tilt up concrete wall surface. Brick veneer can be eliminated or re-installed per owner decision. If new brick veneer will be re-installed, then review of surface treatment application is required to assure adequate bond between veneer and wall is obtained. Also, sealant application along perimeter of veneer is required to limit water penetration behind the veneer which can cause de-bonding.
 - B. *Re-build existing finish conditions:* Landscaping areas will be temporarily re-graded to allow work to be performed along building perimeter. Remove 100% of brick veneer. Apply a UV resistant elastomeric waterproof coating to all exposed tilt up concrete wall surface where brick veneer will be located. Selection of waterproof coating to have Florida Product Approval and additional procedures that are required for allowance of a tile surface installation over the coating. New brick veneer will be re-installed. Apply sealant application along perimeter of veneer to limit water penetration behind the veneer. Re-grade landscaping area and re-slope fill away from building walls.
13. Tilt up concrete wall joint sealant between 3 story west front entrance vestibule and 3 story main building has failed. **See Photos 28 through 30.** Sealant is cracked and delaminated indicating joint movement that is larger than allowed by the sealant material tolerance. Joint sealant is located along grid 5 in the architectural drawings – see attached drawings for referenced location.
14. Tile finish surface at interior of vestibule along grid 5 joint is cracked at 2nd and 3rd floors. **See Photo 31.** Portion of tile was removed at the 2nd floor which revealed a large fracture in the concrete topping slab over the precast hollow core floor planks. **See Photo 32.**
15. Review of floor structural framing from below the ceiling area along grid 5 revealed different support conditions to the east and west along the same joint. West side of joint has parallel hollow core planks supported by a steel channel. **See Photo 33.** East side of joint has perpendicular hollow core planks supported by the 12" tilt up concrete wall. **See Photo 34.** Structural framing conditions are not contiguous along the joint (grid 5) and based on damaged conditions observed a building expansion condition appears to exist.

16. *Recommended repair along grid 5 between front entrance vestibule and main building-*
 - A. Exterior: Remove existing tilt up wall joint sealant 100%. Install an expansion joint material – Colorseal by EMSEAL that can accommodate anticipated building movement.
 - B. Interior at each floor level: Remove approximately 2'-0" wide strip of 2" topping slab and expose joint between hollow core floor planks. Re-cast 2" topping slab but maintain open minimum 1" width along the joint between planks. Install interior expansion joint & cover Migutec FN 20/12 by EMSEAL.
17. There is evidence of interior water penetration inside and adjacent to stair#2 that appears to be coming from the roof level. **See Photos 35 through 37.**
18. Stair#2 is located directly below roof area 3 as designated in Advance Roofing Report.
19. Roof area 3 has fully exposed bare concrete parapet walls. **See Photos 38 and 39.** Although original architectural drawings indicated a concrete cap to be placed over top of perimeter parapet walls, this was not done. Recommend that parapet wall concrete surface be fully protected and encapsulated with either a roofing membrane, waterproof coating, or metal cap.
20. Roof area 3 is flat with slope to drains and has several HVAC mechanical equipment anchored to the roof. Existing roofing membrane is in poor condition. **See Photos 40 and 41.** Recommend that a new roofing membrane be installed.
21. Adjacent to roof area 3, decorative plank finish within the tilt up concrete wall has numerous cracks which can allow moisture penetration. **See Photo 42.** Recommend applying elastomeric patch over cracks during re-painting of building.
22. Sealant over metal flashing in roof area 3 has failed at several locations. **See Photo 43.** New sealant application 100% is required in roof area 3.
23. Low roof area 2 as designated in Advance Roofing Report is over entry area at north side of building.
24. Low roof area 2 is flat with slope to drains and has kitchen hood exhaust equipment anchored to the roof. Existing roofing membrane is in poor condition. **See Photos 44 and 45.** Recommend that a new roofing membrane be installed.
25. Roof area 2 has exposed concrete parapet walls with a thin coat of stucco placed over top which is de-bonded and failed. **See Photos 46 and 47.** Although original architectural drawings indicated a concrete cap to be placed over top of perimeter parapet walls, this was not done. Recommend that parapet wall concrete surface be protected and encapsulated with either a waterproof coating, or metal cap.
26. Per Advance Roofing report, roof area 1 has metal roof panels that are fading and has minor deterioration starting to occur at roof edges. Report recommends contacting a painting contractor for corrective actions. Recommend for deteriorated panel joint and edge locations, apply new sealant and waterproof coating that is approved for metal applications. Regarding faded paint of the metal panels, if new paint application is desired by owner, apply a DTM (direct to metal paint) coating system i.e., Sherwin Williams Protective & Marine Coatings products DTM Acrylic Coating.

Summary

1. There are numerous issues and major concerns related to existing conditions of the building envelope coatings, sealants and roofing as outlined in this report.

2. Overall building envelope condition is poor as numerous areas of moisture penetration exists. Continual moisture intrusion into the building can cause damages within interior areas and can result in mold growth that lead to unhealthy conditions. Recommend that required repairs and re-painting of the building complex be completed as soon as possible.

If after reviewing the report there are any questions, please contact my office so that we may discuss.

Roberto Hernandez

Roberto L. Hernandez, P.E.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 1: West side entrance general building condition.



Photo 2: Faded paint on walls with mold and mildew stains. West building elevation.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 3: Faded paint on walls with mold and mildew stains. North building elevation.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 4: Faded paint on walls with mold and mildew stains. South building elevation.



Photo 5: Faded paint on walls with mold and mildew stains. South building elevation.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 6: Faded paint on walls with mold and mildew stains. South building elevation.



Photo 7: Faded paint on walls with mold and mildew stains. West building elevation.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 8: Failed paint over building concrete wall joint sealant.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 9: Failed paint over building concrete wall joint sealant.



Photo 10: Failed paint over building concrete wall joint sealant.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 11: Landscaping area building west elevation.



Photo 12: Landscaping area building north elevation.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 13: Landscaping area building west elevation. Landscaping built up against wall.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 14: Irrigation system within landscaping area.



Photo 15: Irrigation system within landscaping area and near building walls.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 16: Irrigation system within landscaping area and near building walls.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 17: Rain water leaders at building perimeter drains to unknown underground areas.



Photo 18: Rain water leaders at building perimeter drains to unknown underground areas.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 19: Existing decorative 4" split face brick veneer found throughout the lower portion of building.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 20: Close view of bottom portion of decorative 4" split face brick veneer found throughout building with existing bare concrete wall behind. No waterproofing on existing concrete wall.



Photo 21: Damaged 4" split face brick veneer. North east building elevation.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 22: Damaged and de-bonded 4" split face brick veneer. East building elevation.



Photo 23: Damaged and de-bonded 4" split face brick veneer. East building elevation.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 24: Damaged 4" split face brick veneer. East building elevation – fire truck storage.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 25: Damaged and loose 4" split face brick veneer. South building elevation.



Photo 26: Damaged and loose 4" split face brick veneer. South building area.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 27: Damaged 4" split face brick veneer. South west building elevation.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 28: Failed sealant at interface between building area grid 5 front entrance vestibule south elevation.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 29: Failed sealant at interface between building area grid 5 front entrance vestibule north elevation.



Photo 30: Failed sealant at interface between building area grid 5 front entrance vestibule south elevation.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 31: Crack tile in vestibule interior at interface between building area at grid 5.



Photo 32: Tile removed interior exposing fracture in topping slab over structural hollow core plank floor system. Damage is located at 2nd & 3rd floors in vestibule at interface between building areas at grid 5.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 33: Steel channel ledge support of parallel hollow core planks floor system on west side of grid 5. Steel channel is supporting the 2nd floor structural hollow core plank floor system as seen from ceiling.



Photo 34: Concrete wall support of perpendicular hollow core planks floor system on east side of grid 5. Wall is supporting the 2nd floor structural hollow core plank floor system as seen from ceiling.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 35: Water leaks stains inside stair#2.



Photo 36: Water leaks stains inside stair#2.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 37: Damaged paint on wall adjacent to stair#2 inside fire truck storage.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 38: Above stair#2, exposed concrete at parapet walls in roof area 3 per Advance Roofing Report.



Photo 39: Above stair#2, exposed concrete at parapet walls in roof area 3 per Advance Roofing Report.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 40: Loose granules from deteriorated roof membrane are accumulating around drains in roof area 3.



Photo 41: Loss of granules from deteriorated roof membrane in roof area 3. Excessive wear of membrane.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 42: Cracks in wall to decorative finish adjacent to roof area 3 and over stair#2.



Photo 43: Failed sealant at flashing of roof area 3 located over stair#2.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 44: Low roof area 2 per Advance Roofing Report over entry at north side of building has damaged roofing exhibiting wear and deterioration. Roofing membrane has loss of granules.



Photo 45: Low roof area 2 per Advance Roofing Report over entry at north side of building has damaged roofing exhibiting wear and deterioration. Roofing membrane has loss of granules.

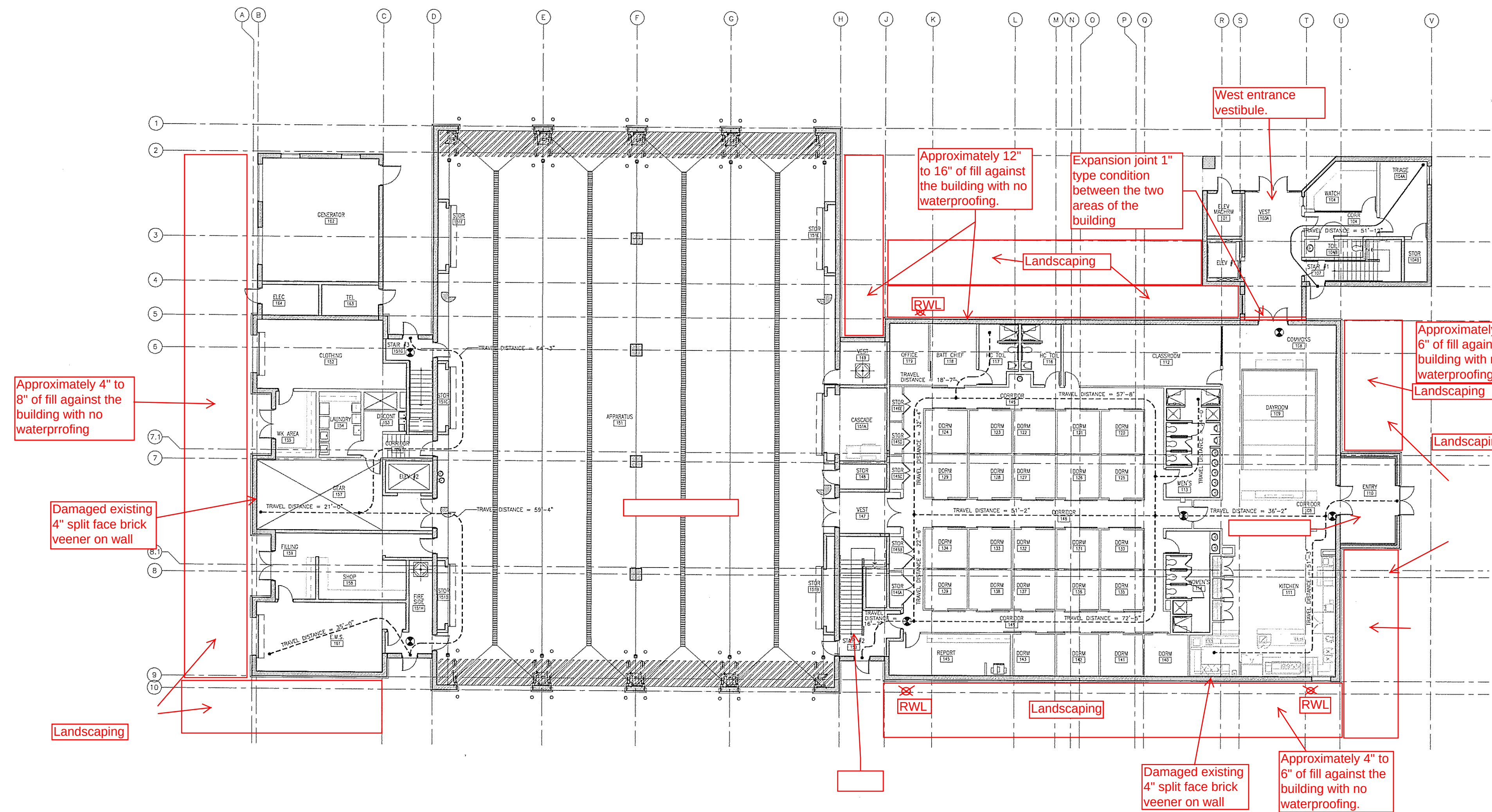
Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 46: Low roof over entry area at north side of building has damaged stucco over top of parapet wall in roof area 2 per Advance Roofing Report. Stucco is cracked, spalled and loose.



Photo 47: Low roof over entry area at north side of building has damaged stucco over top of parapet wall in roof area 2 per Advance Roofing Report. Stucco is cracked, spalled and loose.



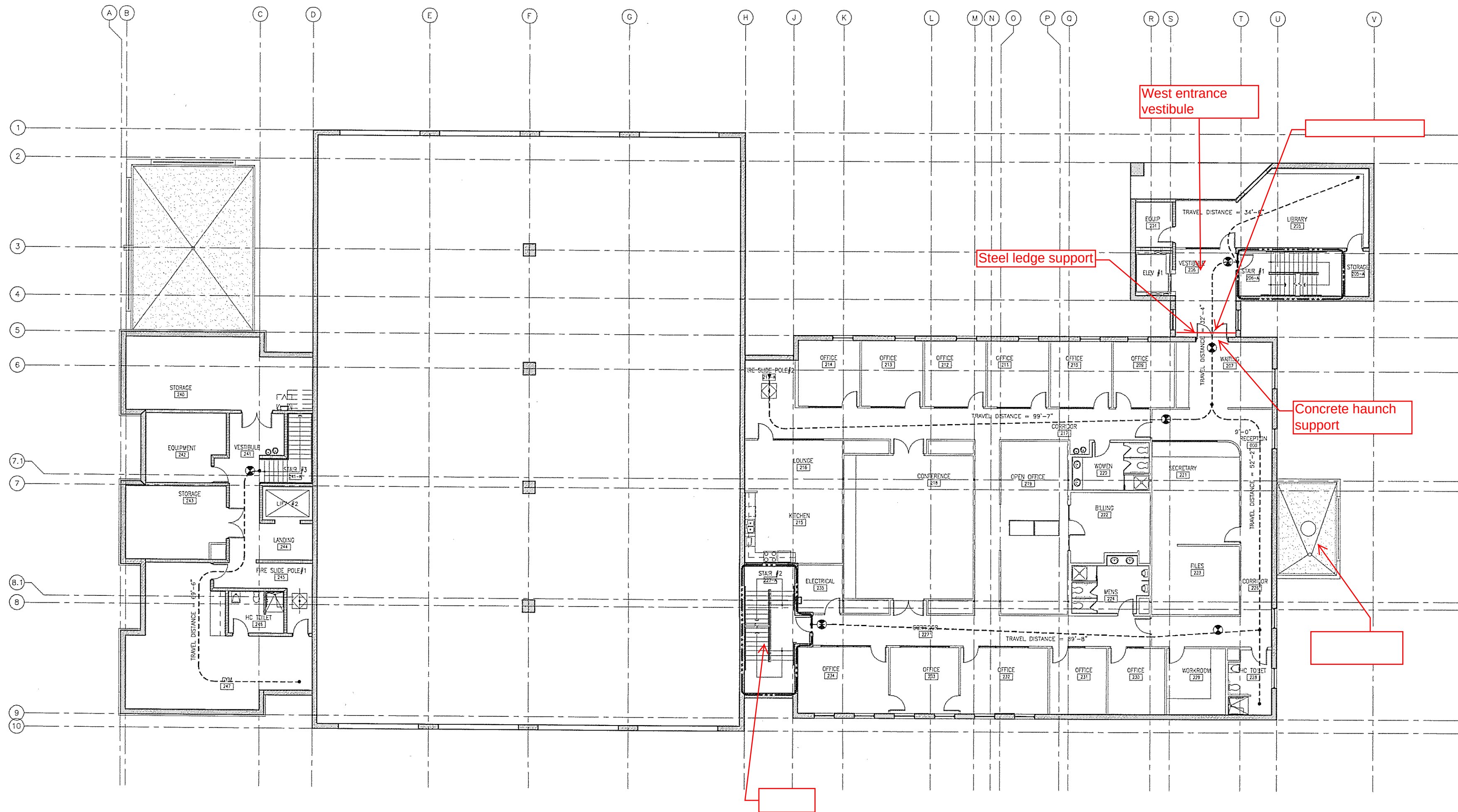
LIFE SAFETY LEGEND

	NEW LIGHTED FIRE EXIT SIGN
	TRAVEL DISTANCE



FIRST FLOOR LIFE SAFETY PLAN

SCALE: 1/8" = 1'-0"



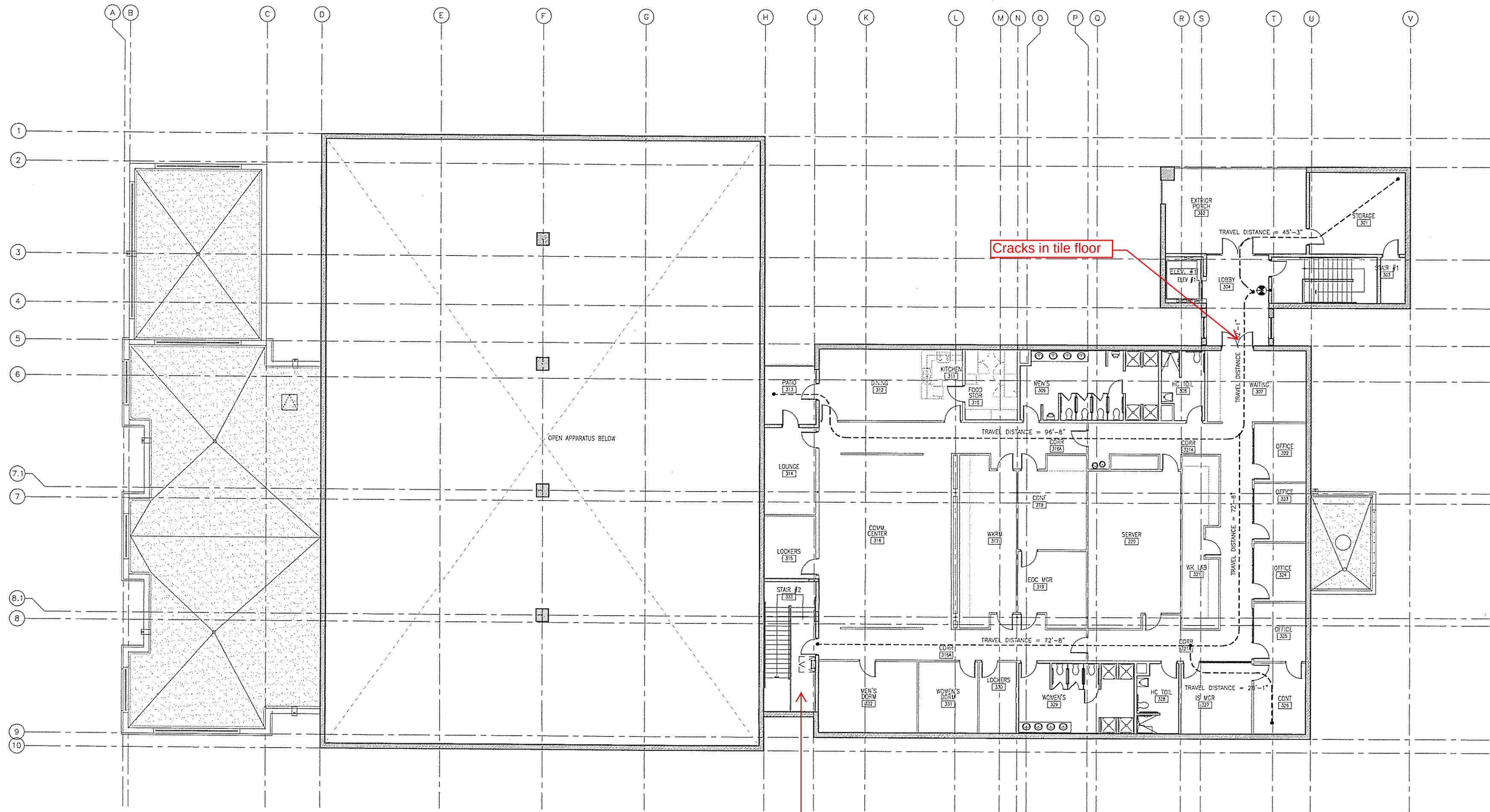
LIFE SAFETY LEGEND

	NEW LIGHTED FIRE EXIT SIGN
	TRAVEL DISTANCE
	2 HR



SECOND FLOOR LIFE SAFETY PLAN

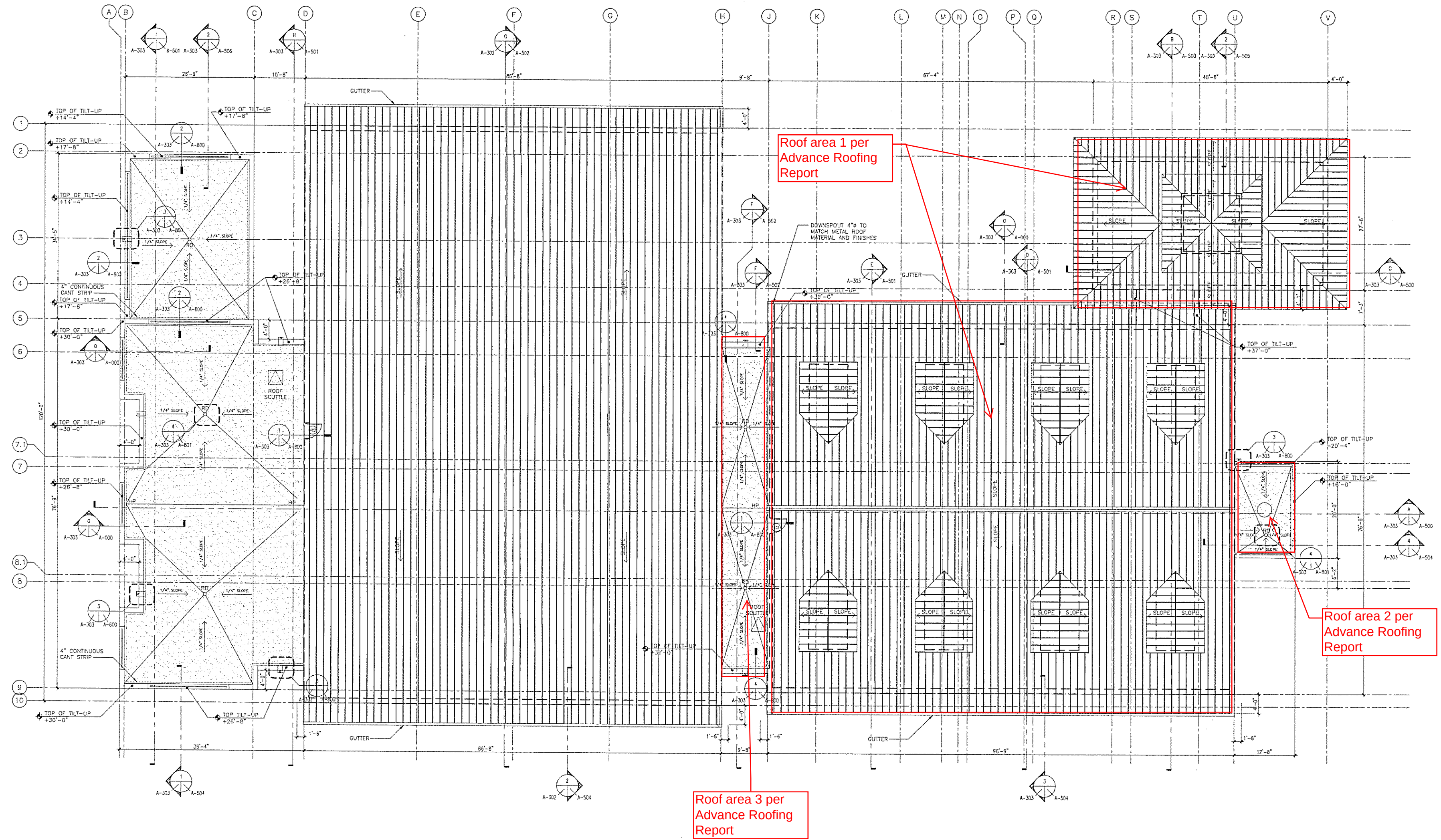
SCALE: 1/8" = 1'-0"



LIFE SAFETY LEGEND

	NEW LIGHTED FIRE EXIT SIGN
	TRAVEL DISTANCE

Date:	5-24-2005
Drawn:	J.C.
Checked:	D. PEREZ
Proj. No.:	P&P 767-05
Cad. File:	A-202.DWG
P&P PEREZ & PEREZ ARCHITECTS PLANNERS, INC. 2003	



ROOF PLAN
SCALE: 1/8" = 1'-0"

PEREZ & PEREZ
ARCHITECTS PLANNERS
2121 Douglas Road, Miami, Florida 33145 • 305/444-4545 • Fax 444-4524

CONSULTANTS

MITIGATION OPERATION CENTER
M.O.C.
STATION 102
CITY OF DEERFIELD BEACH

FLORIDA
DEERFIELD BEACH

PROJECT TITLE

REVISIONS

DATE: 5-24-2005
DRAWN: J.C.
CHECKED: D. PEREZ
PROJ. NO.: P&P 767-05
CAD FILE: A-303.DWG
P&P PEREZ ARCHITECTS PLANNERS, INC. 2005

DRAWING DATA

SEAL

A-303

SHEET No.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1258

Agenda Date: 8/2/2022

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission for the City of Deerfield Beach, Florida, approving the Award of Invitation to negotiate #2018-19/19 for advanced metering infrastructure (AMI); authorizing execution of a negotiated agreement with the top ranked, responsive and responsible proposer Core & Main, LP for the project in an amount not to exceed \$4,993,186.10, with a 10% contingency; providing for implementation and an effective date. (Funds from Account #413-5000-536-60-31 - Utilities Capital Fund - Improvement Other than Buildings)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs:\$4,968,521.10

Account Name: Utilities Capital Fund - Improvement Other Than Buildings

Account Number: 413-5000-536-60-31

Background/History

The City is seeking a qualified vendor to provide for the planning, installation, and commissioning of an Advanced Meter Infrastructure project. Advanced Meter Infrastructure ("AMI") is an integrated system of smart meters, communication networks, and data management which enables communication between utilities and customers. It provides for the ability to automatically measure water use, connect and disconnect services, detect tampering, and provides customers with real-time data on their water usage to better detect leaks and reduce overall costs. This is an approved indirect project in the ARPA expenditure plan approved by the City Commission.

In 2018, the Purchasing and Contract Administration Division issued Invitation to Negotiate #2018-19/19 for Advanced Metering Infrastructure ("AMI") for the Water System (the "ITN"). This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- The ITN was advertised in the legal notices section of the Sun-Sentinel on December 28, 2018.
- The notice was also sent to fifty (50) prospective Offeror's via the e-Procurement Marketplace.
- Twenty-five (25) vendors viewed the documents of the ITN.
- Two (2) addenda were issued to make changes and additions to the bid documents.
 - On February 19, 2019 at 11:00 a.m., the due date and time, the Purchasing and Contract Administration Division closed and unsealed the eight (8) proposals received. The proposals were reviewed by the Purchasing and Contract Administration Division to ensure each proposal met to the ITN requirements. One (1) Proposers did not meet the ITN requirements and was deemed unresponsive.
- A "No Bid" was received from Badger Meter, Inc. dba National Meter & Automation who declined to

participate in this solicitation at this time.

- The Evaluation Committee consisted of: Tom Good, Assistant City Manager; Allen Fathi, Environmental Service Assistant Director; Hamid Nikvan, Electrical/SCADA Supervisor; Faye Webster, Utility Billing Manager; and Ron McKenzie, Information Technology Chief Information Officer.

- On September 6, 2019 at 1:00 p.m., the Evaluation Committee met for an Evaluation Committee/Workshop meeting, in which the City's Consultant Black and Veatch (the "Consultant") made a presentation to the Evaluation Committee evaluating the seven responsive proposals received.

Following the Consultant's presentation, the Evaluation Committee recommended shortlisting and evaluating the following five (5) proposals: Aclara, ConquestIS, Core & Main, Ferguson, and Fortiline.

- Subsequently, each member of the Evaluation Committee received their evaluation packages that consisted of: evaluation committee policies and procedures, original ITN, addenda, submittals, and the evaluation sheets.

- Each Evaluation Committee member independently reviewed and scored the proposals in accordance with the weighted criteria stated in the ITN prior to the second public evaluation committee meeting held on October 1, 2019 at 10:00 a.m.

- Following the initial ranking, the Evaluation Committee concluded and was unanimous in their decision to conduct Oral Interviews/Presentations with the five (5) proposers.

- On November 12, 2019 at 9:00 a.m., an Evaluation Committee meeting was held to discuss the presentations. The Evaluation Committee members concluded and were unanimous in their decision to shortlist and rank the proposers in this order: 1) Core & Main, 2) ConquestIS, and 3) Ferguson.

- At the November 12, 2019 meeting, the Evaluation Committee requested reference checks on the top three ranked proposers with the intent to meet and discuss the references.

- On December 12, 2019 at 9:00 a.m., an Evaluation Committee meeting was held to discuss the references received.

- The Evaluation Committee members concluded and were unanimous in their decision to change the ranking due to the unresponsiveness in references for ConquestIS. The Evaluation Committee re-ranked the proposers in the following order: 1) Core & Main, 2) Ferguson, and 3) ConquestIS. The Evaluation Committee requested the top three proposers be moved to the negotiation phase.

- On January 17, 2020, the Negotiation Team, consisting of Tom Good, Allen Fathi¹, and Ron McKenzie, appointed by the City Manager, met to discuss negotiation strategies, method of negotiation to be utilize, open sealed pricing envelopes, and develop a schedule for the negotiation meetings.

- The Purchasing Manager recommended, and the negotiation team agreed, to carry out concurrent negotiations with the top three ranked proposers.

- On February 6, 2020, contract negotiation meetings were held with the top three (3) ranked proposers: Core & Main, Ferguson, and ConquestIS.

- Subsequent to the February 6th meeting, the Negotiation Team requested Core & Main to provide additional information.

- On March 6, 2020, a Negotiation Team meeting was held to discuss additional supplemental information requested to clarify prices submitted. The Negotiation Team was unanimous in its decision to further negotiate with Core & Main and Ferguson and to get clarification on their pricing.

- On March 12, 2020, a Negotiation Team meeting was held, at which a unanimous decision was made to continue negotiations and schedule two-hour sessions with the top two proposers for negotiations.

- On June 2, 2020, a Negotiation Team meeting was held with Core & Main. The following topics were discussed:

- o Review of the cost proposal
- o Vendors solution for cost savings
- o Additional cost for smart City complements, installation, and integration services
- o Additional services for meter and equipment installations

- o Equipment and services fixed pricing terms and conditions
- o System and component warranties
- o Implementation of Phase I and Phase II, cost & schedules
- o Terms and conditions of the agreement
- On June 9, 2020, a Negotiation Team meeting was held to discuss negotiation strategy and the best and final offers requested and submitted from the top three ranked proposers. The Negotiation Team was unanimous in its decision to request revised price tabulations from the top proposers for their best and final offers.
- On July 30, 2020, a Negotiation Team meeting was held to discuss the best and final offers from the top three ranked proposers. The Negotiation Team was unanimous in its decision to have further negotiations with Core & Main and schedule a negotiation meeting with Core & Main to further clarify their submittal and negotiate a final contract.
- On August 11, 2021, a Negotiation Team meeting was held to discuss pricing clarification. The Negotiation Team was unanimous in its decision to authorize the City Attorney to negotiate a contract with Core & Main's attorney, and to have a follow-up meeting to discuss the final negotiated contract with the Negotiation Team.

Current Activity

- On April 26, 2022, City staff requested a best and final offer from Core & Main with updated pricing based on negotiated items.
- On June 14, 2022, the City Manager approved a revised Negotiating Team (Priscilla Cygielnik, Hamid Nikvan, Ron McKenzie, Alternate: Stephanie Tinsley) and a revised Evaluation Committee (Horace McHugh, Priscilla Cygielnik, Hamid Nikvan, Ron McKenzie, Faye Webster, Alternate: Stephanie Tinsley).
- On June 30, 2022 at 10:00 a.m., Negotiating Team discussed and made the recommendation on the negotiated agreement and Best and Final Offer (BAFO) from the first ranked proposer Core & Main.
- On June 30, 2022 at 11:00 a.m., Evaluation Committee Meeting discussed and made a recommendation on the negotiated agreement and Best and Final Offer (BAFO) from the first ranked proposer Core & Main.

The project is funded over three (3) years. The American Rescue Plan, through the General Fund reimbursement of BSO contract, will indirectly fund up to \$3 million towards this project initiative in years one and two. The balance of funds for this contract will be funded from the Utilities Capital project fund in year three.

Recommendation

It is recommended the City Commission for the City of Deerfield Beach approve a contract with Core and Main for the installation of automatic meters.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF INVITATION TO NEGOTIATE #2018-19/19 FOR ADVANCED METERING INFRASTRUCTURE (AMI); AUTHORIZING EXECUTION OF A NEGOTIATED AGREEMENT WITH THE TOP RANKED, RESPONSIVE AND RESPONSIBLE PROPOSER CORE & MAIN, LP FOR THE PROJECT IN AN AMOUNT NOT TO EXCEED \$4,993,186.10, WITH A 10% CONTINGENCY; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City is seeking a contractor to provide advanced metering infrastructure in the City (the “Project”); and

WHEREAS, in 2018, the City issued Invitation to Negotiate #2018-19/19 (the “ITN”); and

WHEREAS, the ITN was advertised in the legal notices section of the Sun Sentinel on December 26, 2018, and the notice was also sent to 50 prospective respondents via the e-Procurement Marketplace; and

WHEREAS, 25 firms viewed the ITN documents; and

WHEREAS, on February 19, 2019 at 11:00 a.m., the due date and time for the responses, the Purchasing and Contract Division (the “Division”) closed and unsealed the eight proposals that were timely received, and reviewed the proposals to ensure they met the ITN requirements; and

WHEREAS, one proposer did not meet the ITN requirements and was deemed nonresponsive; and

WHEREAS, on September 6, 2019 at 1:00 p.m., the Evaluation Committee met for an Evaluation Committee/Workshop meeting, in which the City’s Consultant Black and Veatch (the “Consultant”) made a presentation to the Evaluation Committee evaluating the seven responsive proposals received; and

WHEREAS, following the Consultant’s presentation, the Evaluation Committee recommended shortlisting and evaluating the following five proposals: Aclara Technologies LLC, ConquestIS, Core & Main LP (“Core & Main”), Ferguson Waterworks, and Fortiline, Inc.; and

WHEREAS, the Evaluation Committee independently reviewed and scored the five shortlisted responsive proposals in accordance with the weighted criteria stated in the ITN prior to the second Evaluation Committee meeting; and

WHEREAS, the second Evaluation Committee meeting was held on October 1, 2019, to score the proposals based on the weighted criteria stated in the ITN; and

WHEREAS, following the initial ranking, the Evaluation Committee concluded and was unanimous in their decision to conduct oral interviews/presentations with the five shortlisted proposers; and

WHEREAS, on November 12, 2019 at 9:00 a.m., an Evaluation Committee meeting was held to discuss the presentations and the Evaluation Committee members concluded and were unanimous in their decision to shortlist and rank the proposers in the following order and request references from: 1) Core & Main, 2) ConquestIS, and 3) Ferguson Waterworks; and

WHEREAS, on December 12, 2019 at 9:00 a.m., an Evaluation Committee meeting was held to discuss the references received, recommended that the top three proposers move forward to the negotiation phase, and re-ranked the proposers in the following order: 1) Core & Main, 2) Ferguson Waterworks, and 3) ConquestIS; and

WHEREAS, the negotiation phase began on February 6, 2020 with the top three proposers; and

WHEREAS, on July 30, 2020, a Negotiation Team meeting was held to discuss the best and final offers from the top three ranked proposers and the Negotiation Team was unanimous in its decision to have further negotiations with Core & Main; and

WHEREAS, on June 30, 2022, after multiple Negotiation Team meetings, a Negotiating Team Meeting was held to discuss and make a recommendation on the negotiated agreement from the first ranked proposer Core & Main; and

WHEREAS, the Negotiation Team was unanimous in its decision to accept the negotiated agreement with minor changes and recommend to the Evaluation Committee award of the ITN to Core & Main; and

WHEREAS, on June 30, 2022, an Evaluation Committee meeting was held and the Evaluation Committee was unanimous in its decision to recommend award of the ITN to Core & Main, as the top ranked responsive and responsible proposer; and

WHEREAS, the Evaluation Committee recommends that the City Commission approve the award of the ITN to the top ranked, responsive and responsible proposer, Core & Main and authorize execution of the negotiated agreement with Core & Main, attached as Exhibit "A," for the Project in an amount not to exceed \$4,993,186.10 with a 10% contingency.

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

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

Section 2. The City Commission hereby approves the award of the ITN to Core & Main for the Project.

Section 3. The City Manager is hereby authorized to execute the negotiated agreement with Core & Main, attached as Exhibit “A,” for the Project in an amount not to exceed \$4,993,186.10 with a 10% contingency, 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, including appropriating funds to provide for the Project.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Memorandum

TO: Priscilla Cygielnik, Director of Environmental Services

FROM: Paul Collette, Buyer

THRU: Stephanie Tinsley, Chief Financial Officer

DATE: July 6, 2022

RE: **Advanced Metering Infrastructure (AMI) for Water System, ITN #2018-19/19**

In 2018, the Purchasing and Contract Administration Division issued Invitation to Negotiate #2018-19/19 for Advanced Metering Infrastructure ("AMI") for the Water System (the "ITN"). This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- The ITN was advertised in the legal notices section of the Sun-Sentinel on December 28, 2018.
- The notice was also sent to fifty (50) prospective Offeror's via the e-Procurement Marketplace.
- Twenty-five (25) vendors viewed the documents of the ITN.
- Two (2) addenda were issued to make changes and additions to the ITN documents.
- On February 19, 2019 at 11:00 a.m., the due date and time, the Purchasing and Contract Administration Division closed and unsealed the eight (8) proposals received. The proposals were reviewed by the Purchasing and Contract Administration Division to ensure each proposal met the ITN requirements. One (1) Proposer did not meet the ITN requirements and was deemed unresponsive.
- A "No Bid" was received from Badger Meter, Inc. dba National Meter & Automation who declined to participate in this solicitation at this time.
- The Evaluation Committee consisted of: Tom Good, Assistant City Manager; Allen Fathi, Environmental Service Assistant Director; Hamid Nikvan, Electrical/SCADA Supervisor; Faye Webster, Utility Billing Manager; and Ron McKenzie, Information Technology Chief Information Officer.
- On September 6, 2019 at 1:00 p.m., the Evaluation Committee met for an Evaluation Committee/Workshop meeting, in which the City's Consultant Black and Veatch (the "Consultant") made a presentation to the Evaluation Committee evaluating the seven responsive proposals received.

- Following the Consultant's presentation, the Evaluation Committee recommended shortlisting and evaluating the following five (5) proposals: Aclara Technologies LLC, ConquestIS, Core & Main LP, Ferguson Waterworks, and Fortiline, Inc.
- Subsequently, each member of the Evaluation Committee received their evaluation packages that consisted of: evaluation committee policies and procedures, original ITN, addenda, submittals, and the evaluation sheets.
- Each Evaluation Committee member independently reviewed and scored the proposals in accordance with the weighted criteria stated in the ITN prior to the second public evaluation committee meeting held on October 1, 2019 at 10:00 a.m.
- The proposals were evaluated based on the following weighted criteria:

Criteria	Weight
Ability to Meet Functional & Technical Requirements	2
References and Past Performance of the Firm	2
Understanding the Project and City's Goals	2
Project Equipment and Services	4
System Life Expectancy & Post Installation Maintenance & Support	2
Innovative solutions in Smart City technologies and project delivery	2

- The proposals were ranked as follows:

Initial Ranking and Short listing	Faye Webster	Allen Fathi	Hamid Nikvan	Tom Good	Ron McKenzie	Total	Ranking
Core & Main LP	66/ ²	128/ ¹	102/ ¹	124/ ¹	110/ ³	8	1
Aclara Technologies LLC	68/ ¹	114/ ⁴	100/ ²	120/ ³	112/ ²	12	2
ConquestIS	40/ ⁵	122/ ²	98/ ³	122/ ²	114/ ¹	13	3
Ferguson Waterworks	56/ ³	116/ ³	74/ ⁴	112/ ⁴	102/ ⁴	18	4
Fortiline, Inc.	50/ ⁴	104/ ⁵	70/ ⁵	110/ ⁵	96/ ⁵	24	5

- Following the initial ranking, the Evaluation Committee concluded and was unanimous in their decision to conduct Oral Interviews/Presentations with the five (5) proposers.
- Presentations were conducted in the following order, dates and times:

PROPOSER	DATE	TIME
Core & Main LP	10/30/2019	1:00 PM
Aclara Technologies LLC		2:45 PM
ConquestIS	11/5/2019	1:00 PM
Ferguson Waterworks		2:45 PM
Fortiline, Inc.	11/8/2019	8:30 AM

- On November 12, 2019 at 9:00 a.m., an Evaluation Committee meeting was held to discuss the presentations. The Evaluation Committee members concluded and were unanimous in their decision to shortlist and rank the proposers in this order: 1) Core & Main LP, 2) ConquestIS, and 3) Ferguson Waterworks. The Evaluation Committee requested reference checks on the top three ranked proposers with the intent to meet and discuss the references.
- On December 12, 2019 at 9:00 a.m., an Evaluation Committee meeting was held to discuss the references received. The Evaluation Committee members concluded and were unanimous in their decision to change the ranking due to the unresponsiveness in references for ConquestIS. The Evaluation Committee re-ranked the proposers in the following order: 1) Core & Main LP, 2) Ferguson Waterworks, and 3) ConquestIS. The Evaluation Committee requested the top three proposers be moved to the negotiation phase.
- On January 17, 2020, the Negotiation Team, consisting of Tom Good,¹ Allen Fathi², and Ron McKenzie, appointed by the City Manager, met to discuss negotiation strategies, method of negotiation to be utilized, open sealed pricing envelopes, and develop a schedule for the negotiation meetings.
- The Purchasing Manager recommended, and the negotiation team agreed, to carry out concurrent negotiations with the top three ranked proposers.
- On February 6, 2020, contract negotiation meetings were held with the top three (3) ranked proposers: Core & Main LP, Ferguson Waterworks, and ConquestIS.
- Subsequent to the February 6th meeting, the Negotiation Team requested Core & Main LP to provide additional information.
- On March 6, 2020, a Negotiation Team meeting was held to discuss additional supplemental information requested to clarify prices submitted. The Negotiation Team was unanimous in its decision to further negotiate with Core & Main LP and Ferguson Waterworks and to get clarification on their pricing.
- On March 12, 2020, a Negotiation Team meeting was held, at which a unanimous decision was made to continue negotiations and schedule two-hour sessions with the top two proposers, Core & Main LP and Ferguson for negotiations.
- On May 19, 2020, a Negotiation Team meeting was held with Ferguson. The Negotiating Team requested Ferguson to submit additional information about costs for pilot program, Smart City, License Software Contract, Cost Savings Direct Owner Purchases, costs saving if faster schedule to implement. To review documents requested and schedule a follow up meeting with only the negotiation meeting.
- On June 2, 2020, a Negotiation Team meeting was held with Core & Main LP. The following topics were discussed:
 - Review of the cost proposal
 - Vendors solution for cost savings
 - Additional cost for smart City complements, installation, and integration services
 - Additional services for meter and equipment installations
 - Equipment and services fixed pricing terms and conditions
 - System and component warranties
 - Implementation of Phase I and Phase II, cost & schedules
 - Terms and conditions of the agreement

¹ Tom Good was replaced by Priscilla Cygielnik after Mr. Good left the City.

² Allen Fathi was replaced by Hamid Nikvan after Mr. Fathi left the City.

- On June 9, 2020, a Negotiation Team meeting was held to discuss negotiation strategy and the best and final offers requested and submitted from the top three ranked proposers. The Negotiation Team was unanimous in its decision to request revised price tabulations from the top proposers for their best and final offers.
- On July 30, 2020, a Negotiation Team meeting was held to discuss the best and final offers from the top three ranked proposers. The Negotiation Team was unanimous in its decision to have further negotiations with Core & Main LP and schedule a negotiation meeting with Core & Main LP to further clarify their submittal and negotiate a final contract.
- On August 11, 2021, a Negotiation Team meeting was held to discuss pricing clarification. The Negotiation Team was unanimous in its decision to authorize the City Attorney to negotiate a contract with Core & Main LP's attorney, and to have a follow-up meeting to discuss the final negotiated contract with the Negotiation Team.
- On April 26, 2022, City staff requested a best and final offer from Core & Main LP with updated pricing based on negotiated items.
- On June 14, 2022, the City Manager approved a revised Negotiating Team (Priscilla Cygielnik, Hamid Nikvan, Ron McKenzie, Alternate: Stephanie Tinsley) and a revised Evaluation Committee (Horace McHugh, Priscilla Cygielnik, Hamid Nikvan, Ron McKenzie, Faye Webster, Alternate: Stephanie Tinsley).
- the City Manager approved a revised Negotiating Team (Priscilla Cygielnik, Hamid Nikvan, Ron McKenzie, Alternate: Stephanie Tinsley).
- On June 30, 2022 at 10:00 a.m., a Negotiating Team Meeting was held to discuss and make a recommendation on the negotiated agreement from the first ranked proposer Core & Main LP. After discussion, Priscilla Cygielnik made a motion to accept the agreement with minor changes to be provided by the City Attorney and hand-over the agreement to the Evaluation Committee for their recommendation.
- On June 30, 2022, an Evaluation Committee Meeting was held to discuss and make a recommendation on the negotiated agreement with the first ranked proposer Core & Main LP. The Negotiating Team met prior to this meeting and was unanimous in their decision to accept the agreement with minor changes to be provided by the City Attorney and hand-over the agreement to the Evaluation Committee for their recommendation. After discussion, Ron McKenzie made a motion to recommend to the City Commission to approve the ranking and award a contract to the top ranked proposer Core & Main LP.
- Reference checks were conducted on Core & Main LP and revealed positive ratings.
- Documentation related to this solicitation may be obtained by e-mailing sfrancis@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, the Evaluation Committee is recommending the City Commission approve the ranking and award a contract to the top ranked proposer Core & Main LP.

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

Att. Scope of Work

SECTION VI – SCOPE OF WORK

1. General Information

As part of this ongoing commitment to the community, the Utilities Department desires to leverage technology to optimize water utility operations and continue to provide a high level of service to City residents and businesses. To this end, the Department is planning to transition from a manual water meter reading system to an Advanced Metering Infrastructure (AMI) System that will provide automatic meter reading capabilities with more accurate and responsive water consumption information, while establishing a communications network infrastructure to assist the City meeting its future vision of becoming a Smart City. As a Smart City the City will optimize various functions and services to improve the quality of life for the community through smart technology and data analysis.

The City of Deerfield Beach is requesting information and qualifications from interested parties to provide an innovative solution in technology, project delivery and financing to construct an AMI platform for its water distribution system that will serve as an integral part of the City's future Smart City network.

The primary goals for this Invitation to Negotiate (ITN) is to select a Preferred Offeror and negotiate a contract(s) that accomplishes the following:

- A. AMI Infrastructure: Supplying and installing the AMI system necessary to support a fully functional water meter reading system, including all associated software, hardware, support services for such AMI system targeting a minimum of 15 years of service life.
- B. Smart City: Identification of Smart City technologies that can be provided through the proposed AMI system that will create value to the City in the form of optimized water utility operations, increased efficiencies and level of customer service. Underlying the proposed AMI system should be a communication network that may be used for operations optimization solutions such as, but not limited to, the following and may be expandable to other City efforts:
 - i. Automated data collection and reporting
 - ii. Improved customer billing and metering
 - iii. Improved customer service
 - iv. Water-loss reduction through advanced leak detection
 - v. Utility-level leak visualization and targeting
 - vi. Analyses of system infrastructure degradation
 - vii. Streamline water distribution operations and maintenance
 - viii. Smart analytics (advanced analysis and aggregation of data) for optimization of water system operations
 - ix. Provide customers with the information and tools they need to make informed choices about their water usage behaviors
- C. Replace Existing Meters: Replacement of approximately 11,000 existing water meters with new meters. The City does not have a preferred meter manufacturer.
- D. Retrofit Modules: The AMI vendor must be able to provide AMI modules to be retrofitted in about 2,000 of the existing meters. The meters selected for retrofitting have been deployed for ten years or less.

City of Deerfield Beach
Advanced Metering Infrastructure (AMI) for Water System, ITN 2018-19/19

- E. Water Meter Installation Services: Water meter installation services to support the installation of the above-mentioned new water meters and meter/module retrofitting. New lids are also necessary.
- F. Deployment of AMI Infrastructure: Complete all AMI system and software installation. It is the City's intention to complete a six-month initial deployment and testing of approximately the first 400 meters. After passing all tests, the City will proceed to deploy the remaining meters with forecasted deployment duration of 24 months.
- G. System Integration: Complete software system integration between the new AMI, CIS, GIS and any other necessary platforms.
- H. High quality, efficient and cost-effective workmanship with strong reference checks.
- I. Support the City with an AMI maintenance agreement post System Acceptance approval.
- J. Establish testing procedures and facilitate the deployment of select advanced AMI technologies and functionalities for Smart City applications including, but not limited to, automated street light controls, telemetry monitoring, sensors, and other programs.

2. Key Functionality Desired

A key functionality that the City requires from the vendors includes access to Smart City technologies over the proposed AMI network or through partner's solutions. The City will evaluate the benefits of the different AMI and Smart City technologies and services offered in each proposal that best achieves the City's goals while delivering significant value for the costs incurred. The City desires to achieve several key goals and objectives with this Project:

- A. *Select a vendor that offers advanced Smart City capabilities where the AMI network is used for many applications beyond just meter reading.*
- B. Improve water meter accuracy – replacement of residential and commercial water meters up to 2 inches in size that have reached the end of their useful life based on 10 years or longer of field life.
- C. Eliminate meter reading inaccuracies – supplying encoder water meters that will provide a solid and reliable foundation for future meter reading technology.
- D. Improve customer service – improving the City's ability to communicate leaks to their customers; therefore, minimizing the number of complaints received as a result of unexpected high-water bills.
- E. Support acoustic leak detection or other means of leak detection – providing enhanced acoustic leak detection capabilities to support a mobile acoustic leak detection system.
- F. Deploy an efficient low-maintenance meter reading system – elimination or minimization of the time between meter readings.
- G. Develop new opportunities to take advantage of advanced types of analytics and subsequent reporting derived from the new AMI system.

- H. Reduce operational tasks and the associated costs derived from the AMI system investment.
- I. Improve hydraulic modeling accuracy through the capture and use of hourly data.
- J. Build trusted relationship with industry experts that can support the City's metering reading needs over the long term.
- K. Select an AMI Supplier that has a history of being innovative and demonstrates this by consistently meeting their product roadmap commitments.

3. Existing Meter Types

The table below provides an estimate of the current (2018) water meter population within the City's system, by meter size and age. The City's intent is to replace all meters older than 10 years but will make decisions on meters older than 10 years based on additional meter test results. The selected Offeror will be provided a GIS file that indicates by meter premise location, which meters to either be replaced or retrofitted. The table below provides a summary of the deployed meter inventory make-up.

Table 1: Current Meter Inventory

METER SIZE	10 YEARS OR NEWER	OLDER THAN 10 YEARS
3/4"	1,252	4,562
1"	686	4,627
1.5"	257	371
2"	383	580
3"	7	9
4"	10	16
6"	3	7
8"	1	7
TOTALS	2,599	10,179

The City's water meter population consists of meters manufactured by Hersey (Mueller), Neptune, Precision, Trident and Watts with 82% of them being Neptune ¾" and 1" models. Per the table above, 10,179 meters would need to be replaced. From the group of metering that are planned to be retrofitted with your module, these meter types are defined below.

Table 2: Existing Meters to be Retrofitted with Supplier's Module

Premises Requiring Retrofits with Adding AMI to an Existing Meter		
Encoders & Registers and AMI MIUs	Meter Size	Quantity
Neptune	3/4"	1,150
Neptune	1"	657
Neptune	1.5"	132
Neptune	2"	163

City of Deerfield Beach
Advanced Metering Infrastructure (AMI) for Water System, ITN 2018-19/19

Hersey	3/4"	119
Hersey	1"	29
Hersey	1.5"	126
Hersey	2"	221
Hersey	3"	5
Hersey	4"	7
Hersey	6"	2
Hersey	8"	1
Precision	3/4"	11
Total Encoders, Registers and MIUs and Install		2,623

4. Existing Meter Reading Practice

The city uses contractors to currently read the water meters. Most of the meters are currently being read via touchpads.

5. Existing Systems Existing Environment and systems

The City has standardized its IT infrastructure and hardware by exclusive use of Microsoft products for its desktops, laptops and servers. The City's preferred server platform is an MS server 2008 operating system and SQL 2008 Database Servers. All systems, software, and hardware provided to the City for the purposes of this Project must be compatible with both Windows XP and Windows 7.

Members of the City's IT staff will be working with the Contractor to install the chosen meter reading/reporting system software on City supplied hardware and software. The City has a virtual test environment based on Microsoft's Hyper-V that may be utilized by the Contractor during the Proof of Concept Phase and for other testing functions.

The table below lists the City's existing enterprise software applications.

Table 3: Existing Systems

#	EXISTING SYSTEMS	VENDOR/MODEL
1	Customer Information System (CIS) and Accounting System	Superion
2	Geographic Information System (GIS)	Esri

6. Backhaul Communications

The City will have available existing backhaul communications at various sites as listed below. If additional collection sites are needed outside the list below, cell modems or other forms of communications will also be considered. There is a possibility of installing poles or leasing commercially available tower sites, but we are trying to avoid this to the extent possible. For any tower or pole needs outside of the list below, please clearly indicate your assumptions such as specific locations selected, the type of structure, height of the antenna, third-party tower lease information or other information that we can consider in our overall evaluation.

7. Service Territory and Tower/Pole Assets

We have included a shape file depicting the service territory, customer premise lot locations, existing tower, land and office locations.

City of Deerfield Beach

Advanced Metering Infrastructure (AMI) for Water System, ITN 2018-19/19

The tower sites and office locations can be used by the AMI Offerors to complete their propagation modeling. Given that there may not be room on the top of the towers, assume, for the purposes of your propagation modeling, that AMI antenna can be placed at the height provided in the table below or lower. In locations where the city owns land, the AMI offerors could install poles/towers in those locations but they must assume a height of the antenna of 25 feet or less.

The City will not be responsible for any needed tower analysis. The City will have the final approval for all proposed tower or pole mounting locations.

,Core & Main Form Master Project Agreement Sample



City of Deerfield Beach

150 NE 2nd Avenue

Deerfield Beach, FL 33441

Master Project Agreement

Core & Main LP

4310 NW 10th Ave

Oakland Park, FL 33309

Table of Contents

	Section
Purpose and Scope	1
Definitions and Terminology	2
Term	3
Core & Main's Responsibilities	4
Client's Responsibilities	5
Default of Client	6
Default of Core & Main	7
Insolvency	8
Taxes, Permits, and Fees	9
Warranty	10
Indemnity	11
Safety	12
Liability and Force Majeure	13
Insurance	14
Hazardous Materials	15
Cleanup	16
Delays and Access	17
Quality of Materials	18
Financing	19
Legal Governance	20
Dispute Resolution	21
Attorney's Fees	22
Assignability	23

Notices	24
Binding Effect	25
Modifications	26
Severability	27
Privacy	28

Appendix A	Procurement, Installation and Management Contract
<i>Exhibit A-1</i>	<i>Material Procurement Summary for Installation Contract</i>
<i>Exhibit A-2</i>	<i>Acceptance Certificate</i>
<i>Exhibit A-3</i>	<i>Sensus Advanced Metering Infrastructure (AMI) Agreement</i>
<i>Exhibit A-4</i>	<i>Statement of Work</i>
Appendix B	Warranty
<i>Exhibit B-1</i>	<i>Manufacturers' Warranties</i>
Appendix C	Scope of Work – ITN and Proposal of Core & Main LP
Appendix D	American Rescue Plan Act Federal Provisions



Master Project Agreement

This Master Project Agreement (as hereinafter defined, this “Agreement”) dated as of _____, 2022 (the “Commencement Date”) is between Core & Main LP, a Florida limited partnership (as hereinafter defined, “Core & Main”), and The City of Deerfield Beach, Florida (as hereinafter defined, “Client”).

1. Purpose and Scope. The Agreement is a Master Project Agreement to provide certain Work to Client. Core & Main agrees to undertake the necessary Work as specified in this Agreement, and Client agrees to take all actions that are identified in this Agreement and to pay Core & Main in the manner contemplated by this Agreement. This Agreement consists of the text set forth herein and the text set forth in each Appendix to this Agreement that is executed and delivered by the Parties. The Appendices checked below are the only Appendices that have been executed and delivered by the Parties as part of this Agreement (provided, however, that Exhibits that are part of a stated Appendix also shall be part of this Agreement):

- ☒ Appendix A--Procurement, Installation and Management Contract
- ☒ Appendix B—Warranty
- ☒ Appendix C – Scope of Work – ITN and Proposal of Core & Main LP
- ☒ Appendix D – American Rescue Plan Act Federal Provisions

2. Definitions and Terminology. When used in this Agreement or in any of its attachments, the following capitalized terms shall have the respective meanings as follows:

“Agreement” shall mean this Master Project Agreement, to include all Appendices and Exhibits.

“AWWA” shall mean the American Water Works Association

“AMR” shall mean Automatic Meter Reading

“AMI” shall mean Advanced Metering Infrastructure

“Client” shall mean The City of Deerfield Beach, Florida, together with its successors.

“Contract Documents” shall mean this Agreement, including all attachments and exhibits thereto, ITN 2018-19/19, including all attachments and exhibits thereto which are incorporated by reference, and the proposal of Core & Main LP. In the event of a conflict regarding terms and conditions or scope of work, this Agreement shall control.

“Factory Installation Recommendation” shall mean guidelines for installation procedures given by the manufacturer of the equipment.

“Force Majeure” shall mean conditions beyond the reasonable control and not the result of willful misconduct or negligence, of the Party, including, without limitation acts of God, storms, extraordinary weather, epidemic or pandemic, acts of government units, strikes or labor disputes, fire, explosions, thefts, vandalism, riots, acts of war or terrorism, non-price related unavailability of Project Materials and Supplies, and unavailability of fuel.

“Hazardous Materials” are any materials, substances, chemicals, and wastes recognized as hazardous or toxic (or other interchangeable terms of equal meaning) under applicable laws, regulations, rules, ordinances, and any governmental or authoritative body having jurisdiction over the execution of this Agreement and its attachments.

“Core & Main” shall mean Core & Main, LP, a limited partnership, together with its successors.

“Installation Contract” shall mean the Procurement, Installation, and Management Contract attached to this Agreement as Appendix A, but only to the extent that the Parties have executed and delivered such Appendix A.

“Manufacturer Defect” shall mean any fault or defect in materials or workmanship that manifests itself during the Warranty Period and is covered by the manufacturer’s warranty.

“Manufacturer’s Warranty Period” shall have the meaning set forth in Appendix B to this Agreement.

“Party” shall mean either Core & Main or Client.

“Project” shall mean the work to be performed by Core & Main or its subcontractors as described in this Agreement.

“Project Materials and Supplies” shall mean the materials and equipment specified in Appendix A.

“RF” shall be interchangeable with the term Radio Frequency.

“State” shall mean the State of Florida in which Client is located.

“Third Party” shall mean a person or entity other than Client or Core & Main.

“Utility Service Area” shall mean the geographic area where the Project will be installed and the Work will be performed. This geographic area shall be specifically defined as the service area identified in the propagation study, dated February 13, 2019, and any other geographic areas including Client’s system that Core & Main, in its discretion, shall approve in writing for inclusion in the Utility Service Area.

“Warranty Period” shall have the meaning set forth in Appendix B to this Agreement.

“Work” shall mean all work required for the completion of Core & Main’s obligations under this Agreement, including, to the extent that the Parties execute and deliver the Installation Contract attached hereto as Appendix A, the installation Work contemplated by the Installation Contract.

3. Term. The Term of this Agreement shall begin on the Commencement Date as listed in the opening paragraph and, unless earlier terminated in the manner contemplated by this Agreement, shall endure for the period

specified in Appendix A. Notwithstanding the foregoing, the Client may terminate this Agreement for convenience and the Work described herein by giving Core & Main sixty (60) days prior written notice of Client's termination of this Agreement. In the event of such termination for convenience, Core & Main shall be paid for all Work completed by Core & Main prior to the notice of termination.

4. Core & Main's Responsibility. Core & Main shall supply Project Materials and Supplies, and do all other Work as described in this Agreement. Without limiting the generality of the foregoing, Core & Main shall maintain supervision of all its subcontractors. The parties agree that the Scope of Work is a description of Core & Main's obligations and responsibilities. Core & Main will provide the Work in the quantities and at the unit prices in Exhibit A-1. Any additional Work requested by Client will be authorized by a written change order mutually agreed and executed by both parties setting forth the price and time for performance.

5. Subcontractors

5.1 Award of Subcontracts and Other Contracts for Portions of The Work

- A. Unless otherwise stated in the Contract Documents or the solicitation requirements, Core & Main, as soon as practicable after award of the Agreement, shall furnish in writing to the Client the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Client shall within 30 days reply to Core & Main in writing stating whether or not the Client, after due investigation, objects to any such proposed person or entity.
- B. Core & Main shall not contract with a proposed person or entity which the Client has made an objection. Core & Main shall not be required to contract with anyone with whom Core & Main has an objection.
- C. If the Client has objection to a person or entity proposed by Core & Main, Core & Main shall propose another with whom the Client has no objection.
- D. Core & Main shall not change a Subcontractor, person or entity previously selected if the Client makes objection to such change.
- E. Core & Main shall be responsible and liable to the Client for all work performed by the Subcontractors or their employees, agents or contractors, pursuant to this Agreement.

5.2 Subcontractual Relations

By appropriate written agreement Core & Main shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to Core & Main by terms of the Contract Documents, and to assume toward Core & Main all the obligations and responsibilities which Core & Main, by these Documents, assumes toward the Client. Each subcontract agreement shall preserve and protect the rights of the Client under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof shall not prejudice such rights, and shall allow the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against Core & Main that Core & Main, by the Contract Documents, has against the Client. Where appropriate, Core & Main shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. Core & Main shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor shall be bound, and upon written request of the Subcontractor, identify to the Subcontractor terms and

conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

6. **Independent Contractor.** This Agreement creates an independent contractor-client relationship. Core & Main is solely responsible for the manner and method by which it provides the Work contemplated under this Agreement, and exercises exclusive discretion in this regard. Core & Main is also solely responsible for the conduct and control of its employees, representatives, or agents, and the work performed by those individuals. Core & Main is not an agent of the Client for any purpose. Where required by law, Core & Main shall be solely liable for the compensation of its employees, agents or subcontractors (if any), for maintaining workers' compensation and unemployment compensation coverage for its employees, agents or subcontractors, and for filing all applicable returns. Core & Main shall be solely responsible for withholding and paying any and all Federal, State, and local taxes, Social Security payments, and any other applicable deductions, taxes, or payments, including, but not limited to, unemployment and other payroll taxes.

7. **Client's Responsibility.** Client shall be responsible for cooperating with Core & Main, providing accurate information in a timely manner, and making payment in a timely manner for Work performed, Project Materials and Supplies furnished, or Work rendered pursuant to the terms of this Agreement. Client shall designate a representative who will be reasonably accessible to Core & Main and its subcontractors, and will have the authority to make decisions on behalf of Client subject to compliance with applicable law. Upon request from Core & Main, Client shall provide to Core & Main and its subcontractors all information the City has knowledge of regarding utility locations and other information reasonably pertinent to this Agreement and the Project.

8. **Default of Client.** The following events shall be considered events of Default of Client: (a) The failure of Client to make payments to Core & Main in accordance with the terms of this Agreement; (b) any written representation provided by Client that proves to be materially false or misleading when made and which materially inhibits the ability of Core & Main to perform any of its obligations hereunder or which materially increases Core & Main's cost of performance of its obligations and the Client refuses to pay such increased costs; (c) any material failure of Client to comply with or perform according to the terms of this Agreement and to correct such failure to perform within any cure period specified in this Agreement. If an event of Default by Client occurs, Core & Main may exercise any and all remedies available to it under this Agreement.

9. **Default of Core & Main.** The following events shall be considered events of default on the part of Core & Main: (a) failure of Core & Main to provide adequate personnel, equipment, and supplies in accordance with the provisions and specifications of this Agreement, (b) any failure to promptly re-perform, within a reasonable time, Work that properly was rejected as defective or nonconforming, (c) the failure of Core & Main to deliver its Work free and clear of any lien or encumbrance by any subcontractor, laborer, materialman, or other creditor of Core & Main, (d) any representation or warranty other than a warranty as contemplated by Section 12 of this Agreement provided by Core & Main proves to be materially false or misleading when made, (e) any material failure of Core & Main to comply with or perform according to the terms of this Agreement and to correct such failure to perform within any cure period specified in this Agreement. In the event of default by Core & Main, Client may exercise any and all remedies available to it under this Agreement.

10. **Insolvency.** In the event that either Party becomes insolvent or makes an assignment for the benefit of creditors or is adjudicated bankrupt or admits in writing that it is unable to pay its debts, or should any proceedings be instituted under any state or Federal Law for relief of debtors or for the appointment of a receiver, trustee, or liquidator of either Party, or should voluntary petition in bankruptcy or a reorganization or any adjudication of either Party as an insolvent or a bankrupt be filed, or should an attachment be levied upon either Parties equipment and not

removed within five (5) days therefrom, then upon the occurrence of any such event, the other Party shall thereupon have the right to cancel this Agreement and to terminate immediately all Work hereunder without further obligation, except as otherwise expressly provided in this Agreement.

11. Taxes, Permits, and Fees. Core & Main shall be responsible for obtaining all permits and related permit fees associated with the Project. Client shall pay sales, use, consumer, and like taxes, when applicable. Client shall be responsible for securing at its sole expense any necessary easements, or required zoning changes. Core & Main shall be responsible for all taxes measured by Core & Main's income.

12. Warranty. The warranty provided by Core & Main and the manufacturer on Project Materials and Supplies and Work shall be as set forth in Appendix B.

13. Indemnity. Subject to Sections 13 and 14 of this Agreement:

(a) Core & Main shall indemnify, defend, and hold harmless Client, its officers and employees from actual and direct liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by Core & Main's material breach of this Agreement, negligence, recklessness or intentionally wrongful conduct of Core & Main, and other persons employed or utilized by Core & Main in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

(b) Core & Main shall indemnify Client and employees against all claims for payment of subcontractors or materialmen hired by Core & Main for Work relating to the Project. Core & Main and Client agree that Core & Main is responsible only for damages that result from the intentional misconduct, material breach of this Agreement or the negligent act or omission of Core & Main or its subcontractors.

(c) Nothing in this Agreement shall be deemed or treated as a waiver by Client of any immunity to which it is entitled by law, including but not limited to Client's sovereign immunity as set forth in Section 768.28, Florida Statutes.

14. Safety. Core & Main shall be responsible for the supervision, initiation, and maintaining all safety precautions and programs necessary to complete its Work associated with the Project. Core & Main agrees to comply with all applicable regulations, ordinances, and laws relating to safety. It shall be the responsibility of Client, however, to assure that the sites controlled by Client at which Core & Main expected to do its Work are safe sites.

15. Liability and Force Majeure. Core & Main's liability to the Client under this Agreement shall not exceed the total dollar value of this Agreement. Neither Core & Main nor Client shall be responsible to each other for any indirect, consequential, incidental, exemplary or special damages resulting in any form from the Project, whether arising out of warranty, indemnity, tort, contract, or otherwise. Neither Core & Main nor Client shall be responsible to each other for injury, loss, damage, or delay that arise from Force Majeure. Core & Main shall not be responsible for any equipment or supplies other than Project Equipment and Supplies or other equipment and supplies provided by Core & Main. .

16. Liquidated Damages.

Client and Core & Main recognize that time is of the essence with respect to the Work and Client would suffer financial loss if the Work is not completed within the time specified in this Agreement. Client and Core & Main also recognize the expense and difficulties involved in proving with reasonable certainty the actual loss or damage suffered by Client if the Work is not completed on time. Accordingly, in lieu of requiring any such proof, except as provided in Section 15, Client and Core & Main agree that, as liquidated damages for delays, Core & Main shall pay Client, in lieu of any other damages for Core & Main's delay to which Client may be entitled, the amount of Five Hundred Dollars (\$500.00) per day for each calendar day after the Project Completion Date, not to exceed a total of 365 days, as defined in Appendix A, where the Contractor fails to reach project completion in accordance with the Contract Documents. Core & Main further agrees that the amount of liquidated damages assessed pursuant to this paragraph is reasonable and does not constitute a penalty. Although the parties recognize the difficulty of proving the loss or damage suffered by the Client due to delay, Core & Main acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of the Agreement. In the event Core & Main has incurred liquidated damages for a period of 365 days and has failed to complete the Work, the Client will

terminate the Agreement and may exercise any and all remedies available to it under this Agreement, and such remedies shall not be limited in any manner by the application of liquidated damages under this Section 16.

17. Insurance and Risk.

Core & Main shall not commence the work or otherwise perform the work as required by this Agreement until the requirements stated herein are met and the Certificate(s) of Insurance are approved by the City. Core & Main shall assume full responsibility and expense to obtain all necessary insurance.

17.1 General

- a.** Core & Main shall furnish to the Purchasing and Contract Administration Division a Certificate of Insurance or endorsements evidencing the insurance coverage specified upon execution of this Agreement. The required Certificates of Insurance shall name the types of policies provided, and refer specifically to this Agreement. Core & Main's failure to provide to City the Certificates of Insurance or endorsements evidencing the insurance coverage shall provide the basis for the termination of the Agreement.
- b.** Such policy or policies shall be issued by companies authorized to do business in the State of Florida. Core & Main shall be responsible to pay all deductible amounts, if any. Core & Main shall specifically protect City and the Deerfield Beach City Commission by naming City and the Deerfield Beach City Commission as additional insured under all required liability policies except for Workers Compensation and secure waivers of subrogation, in favor of the City of Deerfield Beach, on all liability and workers' compensation policies.
- c.** Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Core & Main is complete including all renewal terms. All policies must be endorsed to provide City with at least thirty (30) days' notice of cancellation. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal certificates shall be furnished prior to the date of their expiration.
- d.** City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, subject to agreement of the Parties, 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 Core & Main uses a subcontractor, Core & Main shall ensure that subcontractor 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.

17.2 Coverages

Core & Main shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement the following insurance as indicated below:

- ☒ **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 the latest edition of the Commercial Liability Policy 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 Agreement 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.

☒ **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, 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.

18. Performance Bond, Payment Bond and Warranty Bond

- a. Core and Main shall furnish to the City security covering faithful performance of the Agreement and payment of obligations arising hereunder as stipulated in ITN 2018-19/19 or specifically required in the Contract Documents on the date of execution of this Agreement.
- b. The required performance and payment bonds shall comply with Section 255.05, Fla. Stat., and shall be in a form reasonably acceptable to the Client's City Attorney.
- c. Upon the request of any person or entity appearing to be a potential beneficiary of security covering payment of obligations arising under this Agreement, Core and Main shall furnish a copy of the bonds or shall permit a copy to be made.

19. Hazardous Materials. The Project and the Work expressly excludes any Work of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of Hazardous Materials or substances. Client warrants and represents that, to the best of Client's knowledge, there is no asbestos or other hazardous materials in the Project premises in areas that Core & Main shall be required to perform work that in any way will affect Core & Main's ability to complete the Project. If Core & Main is made aware or suspects the presence of Hazardous Materials, Core & Main reserves the right to stop work in the affected area and shall immediately notify Client. It shall be the responsibility of the party that created the condition or the property owner to correct the condition to comply with local and federal standards and regulations. The party that created the condition or the property owner shall remain responsible for any Claims that result from the presence of the Hazardous Materials. The Client is responsible for proper disposal of all lithium batteries or other hazardous materials related to old meters removed from the ground and new meters that are installed pursuant to this Agreement.

20. Cleanup. Core & Main will be responsible for keeping the Project area free from the accumulation of waste materials or trash that result from the Work. Upon completion of the Project-related Work, Core & Main will remove all waste materials, trash, tools, construction equipment and supplies, and shall remove all surplus materials associated with the Project.

21. Delays and Access. If conditions arise that delay the commencement, completion, or servicing of the Project as a consequence of Force Majeure or failure of Client to perform Client's obligation under this Agreement that prevents Core & Main or its agents from performing Work, then Core & Main will immediately notify Client in writing of the existence of delay and the nature of the delay. Client and Core & Main will then meet to discuss and agree upon any new completion dates necessary as a result of the delay for the Work contemplated by this Agreement.

22. Quality of Materials. Core & Main will use the Project Materials and Supplies specified in Appendix A. Where brand names and part numbers are specified Core & Main will use the items listed in Appendix A, unless specified items are unavailable or discontinued in which case Core & Main will work with Client to choose a reasonably available and compatible substitute. Where brand names are not specified, Core & Main will choose Project Materials and Supplies that are within industry norms and standards and otherwise meet the terms of this Agreement.

23. Legal Governance. This Agreement shall be construed in accordance with and be governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Broward County, Florida, in a court of competent jurisdiction.

24. Dispute Resolution.

(a) The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either Party may initiate negotiations by providing written notice to the other Party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within three business days from receipt with a statement of its position on, and recommended solution to, the dispute.

(b) The Parties further agree that in the event any dispute between them relating to this Agreement is not resolved under Section 24(a) above, exclusive jurisdiction shall be in the trial courts located within the Broward County, Florida, and any objections as to jurisdiction or venue in such court are hereby expressly waived. In the event of a breach or threatened breach by either party to this Agreement, the non-breaching party in its sole discretion may, in addition to other rights and remedies existing in its favor and without being required to post a bond or other security, apply to any court for specific performance and/or injunctive or other relief in order to enforce, or prevent the violation of, this Agreement. BOTH CLIENT AND CORE & MAIN HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATIONS, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT THEREOF.

(c) All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State or any other jurisdiction) that would cause the application hereto of the laws of any jurisdiction other than the laws of the State of Florida.

25. Attorney's Fees. In the event of any litigation between Parties hereto arising from or with respect to this Agreement, the Parties will each bear their own attorneys' fees and costs of the action.

26. Assignability. Neither Party may not assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

27. **Notices.** All notices and communications related to this Agreement shall be made in following address:

If to Client: The City of Deerfield Beach
David Santucci, City Manager
150 NE 2nd Avenue
Deerfield Beach, FL 33441

With a copy to: The City of Deerfield Beach
Anthony Soroka, City Attorney
2255 Glades Road, Suite 200E
Boca Raton, FL 33431
Ph: (561) 835-2111

If to Core & Main: Core & Main LP
4310 NW 10th Ave
Oakland Park, FL 33309

With a copy to: Legal Department
Core & Main LP
1830 Craig Park Court
St. Louis, MO 63146
Ph: (314) 432-4700
Fax: (314) 432-2550

28. **Public Records.** Core & Main shall comply with public records laws, as set forth in Chapter 119, Florida Statutes, and shall:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Core & Main does not transfer the records to the City.
- d. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of Core & Main or keep and maintain public records required by the City to perform the service. If Core & Main transfers all public records to the City upon completion of the contract, Core & Main shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Core & Main keeps and maintains public records upon completion of the contract, Core & Main shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

Custodian of Public Records: SAMANTHA GILLYARD, CITY CLERK

Mailing address: 150 N.E. 2ND AVE., DEERFIELD BEACH, FL 33441

Telephone number: 954-480-4213

Email: WEB.CLERK@DEERFIELD-BEACH.COM

29. Scrutinized Companies.

- a. Core & Main 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 Core & Main or its subcontractors are found to have submitted a false certification; or if Core & Main, 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. If this Agreement is for more than one million dollars, Core & Main certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if Core & Main, its affiliates, or its subcontractors are found to have submitted a false certification; or if Core & Main, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. Core & Main agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. 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.

30. E-Verify. Core & Main 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 Core & Main’s 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 Core & Main, Core & Main may not be awarded a public contract for a period of 1 year after the date of termination.

31. Binding Effect. Each of Client and Core & Main represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by such Party and constitutes a legal, valid and binding agreement of such Party enforceable against such Party in accordance with its terms.

32. Modifications. This Agreement shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed and agreed to by both Core & Main and Client.

33. **Severability.** Any term or provision found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

“CORE & MAIN”

CORE & MAIN LP

By: _____

Printed Name: _____

Printed Title _____

“CLIENT”

CITY OF DEERFIELD BEACH

By: _____

Printed Name: _____

Printed Title _____

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



Appendix A

Procurement, Installation, and Management Contract

Provider: Core & Main LP (“Core & Main”)

Client: The City of Deerfield Beach, Florida

This Procurement, Installation, and Management Contract (the “Installation Contract”) is an Appendix to the Master Project Agreement of even date herewith (the “Master Agreement”) concerning the Project referenced in the Master Agreement.

1. **Summary of Work.** The Summary of Work for the Project contemplated by the Master Agreement consists of application design of the AMR system, providing and installing all Project Materials and Supplies as listed in Exhibit A-1, and management of the installation process. The purpose of this Work is to upgrade the existing system in order to provide an AMR-capable system that will meet or exceed the Factory Installation Recommendations.

Summary of Work:

See ITN Scope of Work and the Proposal of Core & Main LP – Appendix C

2. **Project Implementation Period.** The Project is projected to commence on _____, and shall be completed by _____ (“Project Completion Date”). Below is an estimated construction Schedule:

Estimated Construction Schedule:

Project Start Date	XX/XX/XXXX
25% Complete	270 Days After Start Date
50%	550 Days After Start Date
75%	820 Days After Start Date
100%	1096 Days After Start Date

3. **Compensation.** Client agrees to pay Core & Main a total not to exceed \$4,993,186.10 for the quantity of Project Materials and Supplies and work and at the unit prices as described in Exhibit A-1, which amount

shall be accepted by Core & Main as full compensation for all such work. For the first year of the Agreement, Client agrees to pay a total not to exceed amount of \$1,455,701.50 for the quantity of base stations, first year SaaS fees, and the quantity of first year materials and installations set forth in Exhibit A-1. Any change in quantities of materials or installation will result in a change to the not to exceed prices specified. Except as otherwise indicated in Exhibit A-1, and except for prices for meter box lids, Core & Main's prices in Exhibit A-1 are valid for one year from the date of execution of this Agreement. Thereafter, Core & Main reserves the right to increase prices in the event of a documented manufacturer or subcontractor price increase from the date this Agreement is executed. Core & Main will provide evidence of the manufacturer or subcontractor price increase and will only increase its prices by the same percentage. In the event the Client objects to the price increase, the Client will delete the affected materials or Work from the Agreement and neither party will have any further obligation to the other with respect to the materials or Work removed from the Agreement. No amount shall be paid to Core & Main to reimburse its expenses. In addition, Client agrees to pay Core & Main for the Work contemplated by this Installation Contract as set forth in the Master Agreement. Payment terms shall be as follows:

(a) Payment for Project Materials and Supplies. Client will make payment to Core & Main for Project Materials and Supplies within 30 days of the receipt of an invoice for such Project Materials and Supplies (which will be invoiced no more frequently than weekly. No payment shall be made for Project Materials and Supplies, however, until Client shall have issued a related Acceptance Certificate, which Client shall issue promptly following its receipt of Project Materials and Supplies meeting the terms of the Master Agreement.

(b) Invoices. Client shall pay Core & Main for all Work as such Work is performed, with Core & Main to bill Client on a monthly basis for all of the foregoing. Client will make payment for all Work performed under this Installation Contract within 30 days after receipt of Core & Main's invoice for such Work (which will be invoiced monthly). No payment shall be made, however, until Client shall have issued an Acceptance Certificate with respect to such Work, which Client shall issue promptly based on achievement of the draw schedule milestones set forth above. Core & Main shall be paid for Project Materials and Supplies as set forth in Section 3(a) above.

4. Installation Responsibilities of Core & Main.

(a) Project Installation. Core & Main agrees to do the Work and furnish the Project Materials and Supplies in accordance with Client's specifications that are attached to this Installation Contract during the estimated construction period listed above. Core & Main will be responsible for installing the Project according to manufacturer standards and all applicable Federal, State and local laws.

Core & Main will warrant the Project Materials and Supplies, and the Work as provided in Section 10 of the Master Agreement. Client may elect to execute a Service Contract with Core & Main for additional maintenance provisions.

(b) Water Shutoffs. Core & Main, its agents and subcontractors, will be responsible for shutting off the water to each meter serviced as well as notifying each customer at the time of the water shutoff and the time period that the water will be shut off for as specified in this paragraph. Core & Main's Installation team will knock on the doors of residential customers as well as leave notifications on their doors. In the case of large commercial customers such as: schools, hospitals, nursing homes or any other commercial customer, special efforts will be made to ensure minimum disruption to their water needs. In order to prevent any damage from running flush valves or any other plumbing fixtures that are sensitive to water shutoffs, Core & Main will schedule replacements with these commercial customers and will notify the maintenance personnel when turning the water back on at these facilities. Regardless of any effort of Core & Main, ultimate responsibility of any and all fixtures inside buildings will remain the responsibility of the end user, unless there is damage to such fixtures caused by the negligence of Core & Main or its subcontractors.

In the event that a service location lacks a curb stop, or it is defective, Core & Main or its representative will contact the Client. In this event, the Client will either A) authorize Core & Main to repair the defect at the price as listed in Exhibit A-1, or B) the utility will repair the defect themselves and notify Core & Main that the repair has been made, or, C) Exclude the meter change out from project (in which case the compensation provided to Core & Main by Client under the Agreement shall be reduced to remove costs associated with a water meter that is excluded from the Project).

(c) Meter Boxes, Vaults, and Roadways. Core & Main is responsible for repairing any damages to meter boxes, vaults, and roadways that result from the installation of the Project; provided, however, that Core & Main shall not be liable for pre-existing conditions or leaks to the Utility Services Area that are documented by Core & Main. Core & Main will install new meter boxes as authorized by the Client's representative, with appropriate lid selection, mutually agreed upon. The Client will retain all existing water meters and materials pulled from the ground during the installation.

(d) AMI Infrastructure Work. Core & Main will comply with the *Scope of Work* specific to the design, deployment, and execution of any AMI infrastructure work as set forth in the Agreement. This *Scope of Work* is tailored to the Project, and may be further tailored, upon written consent by Client, to address any site-specific conditions.

(e) Disposal. Core & Main shall be responsible for the disposal of all waste, debris and materials from the installation of the Project.

(f) Certified Installers. In the event that the Installation Contract includes gas or electric meters or should local laws dictate, Core & Main will ensure that the meter installers are certified by the governing board as required.

(g) Liability.

Water Meter Change out: Core & Main is responsible for any damages that occur within 6" on either side of the water meter resulting from the Project installation. Any damages incurred within this 6" area will be promptly repaired at the expense of Core & Main. Core & Main is not liable for damages outside the 6" zone, either on the water distribution side or on the customer side incurred from the Project installation including shutoff, temporary outage, and restart of water service. Core & Main is not liable for any pre-existing conditions including leaks, faulty workmanship and materials from previous projects or rust. Should such conditions be discovered, (i.e. leaks) Core & Main shall document them and at Client's written request repair them for a negotiated price.

(h) Back-Flow Prevention Devices: Core & Main will not be required to install or repair any Back-Flow Prevention Devices. Core & Main assumes no liability or responsibility for the proper functioning of these devices, except for any damage caused by Core & Main to the Back Flow Prevention Device.

(i) Non-Covered Work. Contracted meter change outs contemplate a standard meter change out. In the event that locations exist where conditions exist which require nonstandard work (i.e. move a service location etc., move fences for or other customer structures & items for access, install systems in heavy traffic locations alleys, parking lots etc.), Core & Main and the City will discuss pricing and work may proceed from this point or the city may elect to excuse this work from the project. In any event where documented safety concerns would cause undue risk to the work Crews this work shall be considered nonstandard and shall be excused from the project.

(j) Service Line Identification. Core & Main shall provide the Client with a service line identification audit. This audit will include a searchable, sortable inventory of service line types. Visual identification of both the service line side and the utility customer side will be performed. The visual audit will be performed within

the interior of the water meter box- and will include excavation of dirt inside the box that may be required to facilitate the identification. Suggested pipe-types will include Copper, plastic/PVC, lead-suspect or status unknown.

(k) Other data collected. Core & Main shall take photos during each meter change out to include before and after work area images showing valve position and overall condition of work area. Other audit items include: Meter photos including serial numbers, condition, pit photos, radio photos, and GPS coordinates. GPS resolution provided is to be to 3 meter accuracy.

5. Responsibilities of Client during Installation.

(a) Owner-Furnished Data. Within a reasonable period of time after Core & Main's request to Client for such information, Client shall provide Core & Main all technical data in Client's possession, including previous reports, maps, surveys, and all other information in Client's possession that Core & Main informs Client's representative is necessary as it relates to Project. Should Core & Main require assistance in finding the meter location, Client shall provide assistance to locate the meter in a timely manner.

(b) Access to Facilities and Property. Client shall make Client's system facilities and properties available and accessible for inspection by Core & Main and affiliates in connection with the Project.

(c) Client Cooperation. Client support will be required during implementation of this Project to obtain access to meter boxes/pits, infrastructure sites and to coordinate utility interruptions. Client will provide notification in its billing to its customers that Core & Main is performing the designated work and that possible service interruption may result.

(d) Timely Review. That Client through its designated representatives shall examine all invoices, and inspect all completed work by Core & Main in a timely manner. In the event that a Client delay results in the lack of a progress payment disbursement due to no fault of Core & Main, Core & Main reserves the right to delay further work without penalty until such time as payments are made. Core & Main further reserves the right to delay further work without penalty until such time as payments are made. Core & Main further reserves all rights and options available to it under the Master Project Agreement.

IN WITNESS WHEREOF, the Parties have executed this Installation Contract as of _____,
20__.

"CORE & MAIN"

CORE & MAIN LP

By: _____

Printed Name: _____

Printed Title _____

"CLIENT"

CITY OF DEERFIELD BEACH

By: _____

Printed Name: _____

Printed Title _____

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



Exhibit A-1

Material Procurement Summary

For Installation Contract

Provider: Core & Main LP ("Core & Main")

Client: The City of _____

This Material Procurement Summary is an Exhibit to and part of the Installation Contract contemplated by the Master Project Agreement (the "Master Agreement"), and it includes all Project Materials and Supplies to be used in connection with the Work contemplated by the Installation Contract and the Master Agreement, as the same will be identified specifically in future invoices generated by Core & Main and attached to each Acceptance Certificate (Exhibit A-2) contained in the Installation Contract. A summary of the Project Materials and Supplies required for the Project is as follows:

<u>Work Description and Pricing</u>
--

Exhibit A-2

Acceptance Certificate

Client under the Master Project Agreement (the “Master Agreement”) with Core & Main LP hereby certifies:

This Acceptance Certificate is a Partial/Final (Circle one) Acceptance Certificate delivered under the Procurement, Installation, and Management Contract (the “Installation Contract”) to which it is attached.

1. The Project Materials and Supplies listed on the attached invoice (or in the event of a final Acceptance Certificate all Project Materials and Supplies provided under the Installation Contract and the Master Agreement), have been delivered to Client.

2. Client has conducted such inspection and/or testing of the Project Materials and Supplies as it deems necessary and appropriate and hereby acknowledges that it accepts the Project Materials and Supplies for all purposes on the date indicated below, subject to any applicable warranties provided. The Project Materials and Supplies have been examined and/or tested and are in good operating order and condition and is in all respects satisfactory to the undersigned and complies with the terms of the Installation Contract, subject, however, to the warranty provided in Section 12 and Appendix B of the Master Agreement.

3. Based on the acceptance set forth herein, Client agrees that the Manufacturer’s Warranty Period on all water equipment shall be deemed to have begun on the date when the manufacturer shipped such equipment and that the Manufacturer’s Warranty Period shall end in accordance to the referenced warranties in Appendix B, Exhibit B-1.

4. Client has examined all Work performed by Core & Main and covered by the related invoice or draw requests and, to the best of Client’s knowledge, finds such Work to have been performed in a workmanlike manner and in accordance with all applicable specifications. Client therefore accepts such Work.

5. The following is a punch list of items left to be completed for current phase or final phase (Circle one) of the Project:

Insert Punch list

Agreed to and Accepted as of _____, 20__ by:

“CLIENT”

CITY OF DEERFIELD BEACH

By: _____

Printed Name: _____

Printed Title _____

Exhibit A-3

Sensus Advanced Metering Infrastructure (AMI) Agreement

Insert Sensus AMI Agreement Here

Exhibit A-4

Statement of Work

(Sale through VAR)

This document is designed to assist the Client with planning the installation of a Sensus AMI System. For illustrative purposes, an architectural diagram is provided below that depicts equipment to be installed at the BASESTATION site and the Hosted site, which will typically house the RNI. In addition, the following pages provide details pertaining to responsibilities of Core & Main LP and Client during the planning, installation and commissioning of the FlexNet AMI System.

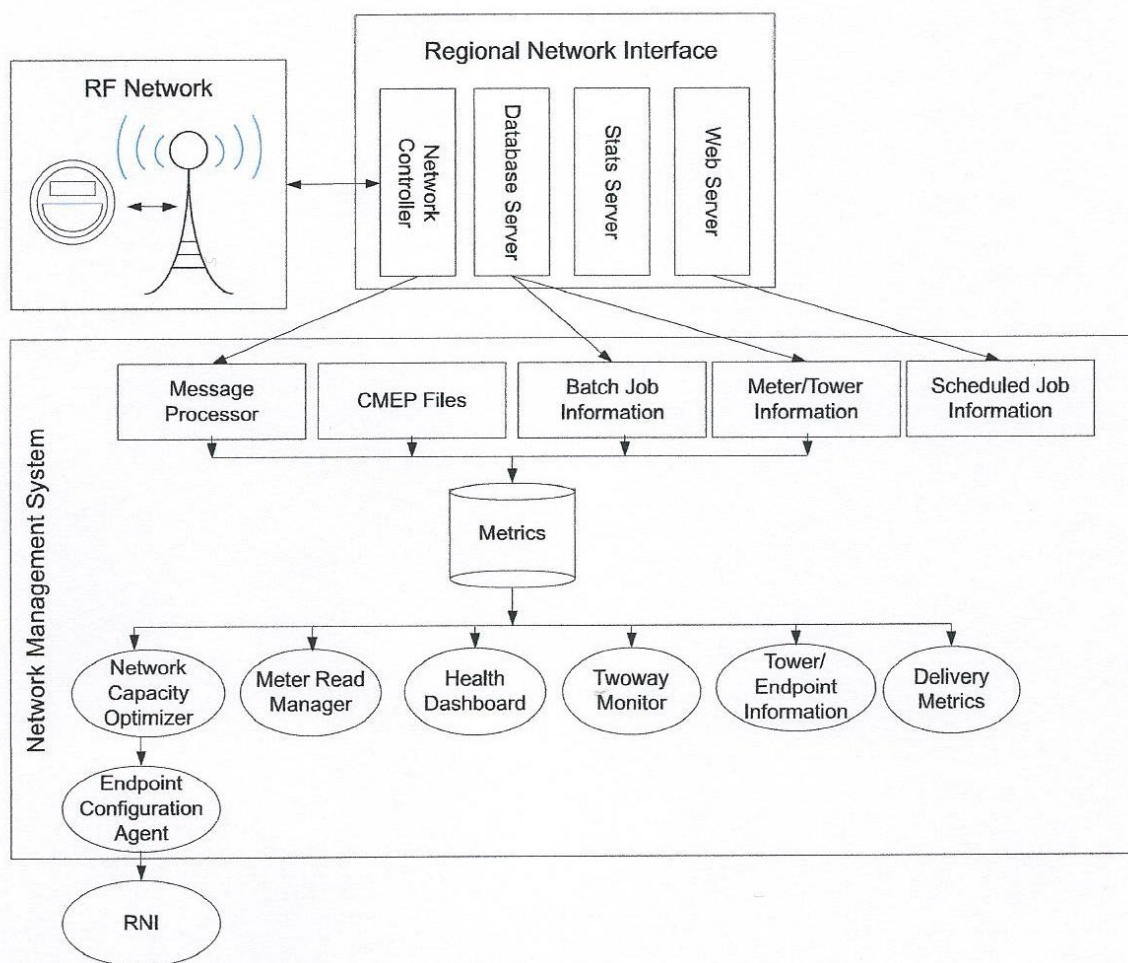


Diagram 1 – FlexNet AMI Diagram

General Responsibilities:**Core & Main will:**

1. Provide a project manager to coordinate all FlexNet installation activities with the Client and be the main contact point between the Client and Sensus during the infrastructure and SmartPoint Module deployment phase. The project manager will coordinate training activities and all installation activities with Sensus field engineers and installation crews.
2. Provide Client a Sensus certified propagation study that determines the locations best suited for installation of the BASESTATION's and to ensure proper communications with end point transmitters and the RNI.
3. Work with Sensus to commission the RNI hardware and software remotely.
4. Work with Sensus to obtain final network acceptance and approval to install endpoint devices.
5. Schedule training familiarization / operators training for head end software to Client identified personnel at the Client's location.
6. Hire a qualified installation contractor to install the antennae and cable that runs between the basestation and the antenna.
7. Hire a qualified installation contractor to install the BASESTATION equipment and run all data and power cables between the power supply and the BASESTATION.
8. Perform all site preparation work for the RNI and BASESTATIONS.
9. Be responsible for the installation of Meters, SmartPoint Modules, and Automation Devices.

Client will:

1. Provide a key point of contact, contact information, for project management activities to coordinate with the Core & Main project manager to help facilitate a timely installation of the FlexNet system.
2. Be responsible to provide the network infrastructure and the Power at the Basestation (RF Location) Location areas in Diagram 1, including network cabling and power identified in blue in Diagram 1.
3. Be responsible for monthly and annual fees associated with the network access for all sites where network access is needed.
4. Be responsible to provide communications link between the Regional Network Interface (RNI) and BASESTATION at the BASESTATION site.
5. Purchase any routers, hubs, mounting equipment, uninterruptible power supply and/or security equipment needed to connect the RNI to the Client's internal network.

RNI Responsibilities:

The RNI will be a SAAS model that will be stored at one of Sensus secure data sites.

Core & Main will:

1. Supply the RNI hardware and data management software necessary to operate on the RNI hardware.
2. Work with Sensus to obtain final configuration of all software and RNI hardware for operation with the FlexNet network.
3. Work with Sensus to Test, and verify proper network connectivity to access the BASESTATION.

Client will:

1. Pay all required SAAS fees for the FlexNet (RNI) computer equipment pursuant to the specifications provided by Core & Main.
2. Be responsible for fees associated with acquiring and maintaining the static IP addresses needed to access network equipment located at the BASESTATION site.
3. Be responsible to provide the necessary CIS input/output files required to connect the data management software to the billing system to allow for data to be imported for billing purposes.
4. Provide remote network access to the FlexNet BASESTATION network to Sensus. This provides Sensus Technical Services personnel the ability to perform ongoing system support and troubleshooting.

Infrastructure Site Responsibilities

BASESTATION:

Core & Main will:

1. Instruct Client concerning infrastructure site preparation work, and verify work is done correctly.
2. Coordinate the installation and commissioning of FlexNet Infrastructure for proper operation.
3. Hire a competent contractor to install the antenna and related components.
4. Provide the necessary antennas, mounts, cable and other antenna components for the BASESTATIONS.
5. Not be held responsible for damage to any interior/exterior coatings on water tanks that result from welding of antenna mounts to tanks. Parties will agree to a scope of work prior to installation.
6. Be responsible to provide a 120 VAC power source to the BASESTATION. All necessary electric requirements which will include 120 VAC Non GFI receptacles to be at the final location of the BASESTATION installation. If trenching of the power line is needed, the Client will be responsible to provide the necessary trenching, conduit, and cabling needed to supply power from the power source outlet to the base station cabinet. All electrical equipment will be installed in accordance with local codes.
7. Hire a certified electrician to connect all power to the BASESTATION.
8. Be responsible to provide network access at the site where the BASESTATION is located. Client should consult with Core & Main about the available options for network connections between BASESTATION and RNI.
9. Be responsible to provide any conduit and/or trenching required to provide cabling requirements from the tower site to the BASESTATION installation.

10. Be responsible to provide CAT 5 UV and weather resistant network cable from the network service provider access link to the cabinet.
11. Be responsible to provide any conduit or trenching needed to run the data cable to the BASESTATION. Client is responsible to assure that data cable is located to final location of the BASESTATION.
12. Be responsible for installing grounding material at the location of the BASESTATION installation. At a minimum, the material should consist of # 4 or #2 stranded copper wire which will connect to the BASESTATION.

Client will:

1. Purchase the required number of BASESTATIONS.
2. Be responsible to provide an area at the BASESTATION site for installation if the BASESTATION is installed at a Client provided site.
3. Be responsible to provide security at BASESTATION location.
4. Be responsible to provide sufficient foundation to secure the outdoor cabinet should an outdoor cabinet be required to house the BASESTATION. This foundation will consist of a concrete pad or steel structure that is designed to hold 600 lbs per square inch.
5. Be responsible for proper ground field at the BASESTATION site.
6. Be responsible for getting access/permission to any structure that is not owned by the Client and where access is necessary for completion of the BASESTATION.

SmartPoint Module Installation Responsibilities

Core & Main will:

1. Install or hire a qualified installation contractor to install all Endpoints to be used in the AMI System.
2. Be responsible for quality assurance for their personnel and/or an installation contractor as it relates to proper installation of Endpoints.
3. Visit and troubleshoot Endpoints that are not reporting into the system. Investigate any non-reporting Endpoints to ensure that there are no cut wires, improper installations, improper programming and resolve all data entry errors in the system.
4. Assign an internal and/or installation contractor auditor to ensure installation work is correct. Core & Main will engage Sensus to train this individual to properly identify and correct any known problems in the field. This individual will be the primary contact to troubleshoot, identify and correct non reporting Endpoints and installation errors.
5. Once the installer has completed troubleshooting of installation issues, Core & Main will engage Sensus to investigate the remaining Endpoints to identify and fix any coverage issues.
6. Coordinate with Sensus to establish the Endpoints installation schedule, shipment quantities, and overall project timeline.

Client will:

1. Purchase all Endpoints listed in Exhibit __. “Endpoint”, in this Exhibit only, means a Sensus meter or a Sensus SmartPoint Module installed on a third-party meter.

Miscellaneous Responsibilities

Client will:

1. Be responsible for the payment of any applicable taxes, renewal, regulatory or license fees associated with the network hardware and software.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Appendix B

WARRANTY

The warranties on meters and equipment included in Project Materials and Supplies, and on Work shall be as follows:

1. Project Materials and Supplies.

(a) General. Meters and equipment included in Project Materials and Supplies that Client purchases from Core & Main are warranted by the manufacturer to be free from Manufacturers' Defects for the period specified in the manufacturer's warranty. A copy of the present warranty of each manufacturer that will supply meters and equipment as part of the Project Materials and Supplies is attached hereto as Exhibit B-1. The term of such manufacturer's warranty shall be as set forth in such attached warranty (as the same may be changed from time to time during the course of the performance of the Master Agreement, but with changes to apply only to purchases of meters and equipment occurring after the change becomes effective), but generally the start date for meter and equipment warranties is the date of the manufacturer's shipment of such meters and equipment as noted in the applicable Acceptance Certificate attached to this Agreement as Exhibit A-2 ("Manufacturer's Warranty Period"). PROJECT MATERIALS AND SUPPLIES OTHER THAN METERS AND EQUIPMENT ARE NOT WARRANTED BY CORE & MAIN. CORE & MAIN DOES NOT PROVIDE ANY SEPARATE WARRANTY FOR PROJECT MATERIALS AND SUPPLIES. To the extent Core & Main receives a manufacturer warranty for any other component of the Project Materials and Supplies, Core & Main shall assign all such manufacturer warranties to Client and provide such warranties to Client prior to Final Completion.

(b) Core & Main's Responsibility. Upon any breach of the manufacturer's warranty on a meter or equipment noticed to Core & Main during the applicable Manufacturer's Warranty Period, Core & Main's sole responsibility shall be to cooperate with Client in arranging for the manufacturer to repair or replace any defective meter or equipment.

2. Installation Work

(a) General. Core & Main warrants that all installation Work provided by Core & Main shall be performed by Core & Main in a workmanlike manner and in compliance with any specifications set forth in this Agreement, with such warranty to expire one year from the date when such installation Work was performed and accepted, as reflected by an Acceptance Certificate issued by the City for such Work (the "Warranty Period").

(b) Exclusive Remedy. Upon any breach of Core & Main's warranty as to installation Work during the applicable Warranty Period, Core & Main's sole responsibility shall be to perform any corrective installation Work necessary to bring Core & Main's installation Work into compliance with the terms and conditions set forth in this Agreement.

3. DISCLAIMER OF FURTHER WARRANTIES. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, CORE & MAIN DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT OR OTHERWISE, SHALL CORE & MAIN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND.

Exhibit B-1

Manufacturers' Warranties

Attached to this Exhibit B-1 are the manufacturers' warranties for each of the manufacturers of Project Materials.

Appendix C

Scope of Work – ITN and Proposal of Core & Main LP

Appendix D

American Rescue Plan Act Federal Provisions

Core & Main may be required to adhere to the requirements set forth in this Exhibit, if applicable, which may be incorporated into the Contract. References to "MUNICIPALITY" shall refer to the City of Deerfield Beach, Florida, and references to "CONTRACTOR" shall refer to Core & Main.

Mandated Federal Agreement Conditions.

1. In connection with the performance of this Agreement, Contractor acknowledges that compensation for the Work performed under this Agreement shall be partially funded using the Coronavirus State and Local Fiscal Recovery Funds allocated to the City pursuant to the American Rescue Plan Act. As such, Contractor shall comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by the American Rescue Plan Act, including, without limitation the below, which are incorporated into this Agreement by reference:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable; <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>
 - ii. Final Rule, as applicable; <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule.pdf>
 - iii. U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms and Conditions (Assistance Listing Number 21.019), as applicable; https://home.treasury.gov/system/files/136/NEU_Award_Terms_and_Conditions.pdf
 - iv. Assurances of Compliance with Title VI of the Civil Rights Act of 1964;
2. **Equal Employment Opportunity.** Contractor shall comply with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." During the performance of this contract, Contractor agrees as follows:
 - i. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - iii. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of

other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

- iv. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who

has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

3. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c).** During the performance of this Agreement, the Contractor and its subcontractors shall comply with the provisions of the Copeland "Anti-Kickback" Act as follows:
 - i. **Contractor.** Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
 - ii. **Subcontracts.** Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - iii. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3702).**
 - i. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek
 - ii. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in subparagraph (i) of this Section, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (i) of this Section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (i) of this Section.
 - iii. *Withholding for unpaid wages and liquidated damages.* The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is

held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (i) of this Section.

- iv. *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(i) through (iii) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (i) through (iii) of this Section.

5. Clean Air Act (42 U.S.C. 7401 et seq.)

- i. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- ii. Contractor agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

6. The Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.).

- i. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. Contractor agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). During the performance of this Agreement, the Contractor and its subcontractors shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended). Specifically, Contractor represents and warrants as follows:

- i. No Funds received by the Contractor under this Agreement have been paid or will be paid, by or on behalf of the Contractor, 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 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.
- ii. If any monies, other than Funds received by Contractor under this Agreement, 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 an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- iii. The Contractor shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such sub-recipients shall certify and disclose accordingly.
 - iv. **This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment (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.**
8. **Debarment and Suspension (E.O.s 12549 and 12689).** During the performance of this Agreement, the Contractor warrants that Contractor or its subcontractors are not debarred, suspended or otherwise ineligible for contract awards under Executive Orders 12549 and 12689. Contractor shall comply with the following provisions:
- i. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - ii. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - iii. This certification is a material representation of fact relied upon by CITY. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - iv. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this Agreement is valid. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
 - v. Contractor certifies that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
 - ii. Have not, within a three (3)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under 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.
 - iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local); and
 - (1) Have not, within a three (3)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default. If the Contractor is unable to obtain and provide such certification, then the Contractor shall attach an explanation to this Agreement as to why not.

9. **Procurement of Recovered Materials.**

- i. In the performance of the Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA - designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA - designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
10. Use of DHS Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific pre-approval.
11. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
12. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.
13. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that American Rescue Plan Act funds will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, procedures, and directives.
15. **Title VI Requirements.** Contractor acknowledges that the City has certified or will certify compliance with Title VI of the Civil Rights Act of 1964, in the form attached hereto as Exhibit "L," to the U.S. Department of the Treasury. Towards that end, Contractor shall ensure that performance of work in connection with this Agreement follows the certifications contained in Exhibit "L," and shall also adhere to the following provisions:
- (1) The Contractor and its subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI

regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Contractor shall undertake an active program of nondiscrimination in its administration of the Work under this Agreement.

16. **Americans with Disabilities Act Requirements.** The Contractor agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications. Additionally, Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 3601), which prohibits discrimination against individuals on the basis of discrimination under any program or activity under this Agreement.
17. **Age Discrimination Act of 1975.** Contractor shall comply with the requirements of 42 U.S.C. §§ 6101 et seq., as amended, and the Treasury's implementing regulations (31 CFR Part 23), which prohibits the discrimination on the basis of age in programs or activities under this Agreement.
18. **Protections for Whistleblowers.**
 - i. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - ii. The list of persons and entities referenced in the paragraph above includes the following:
 - a) A Member of Congress or a representative of a committee of Congress.
 - b) An Inspector General
 - c) The Government Accountability Office.
 - d) A Federal employee responsible for contract or grant oversight or management at the relevant agency.
 - e) An authorized official of the Department of Justice or other law enforcement agency.
 - f) A court or grand jury.
 - g) A management official or other employee of the Contractor, subcontractor, the State of Florida, or the City who has the responsibility to investigate, discover, or address misconduct.
 - iii. The Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
19. **Compliance with Immigration and Nationality Act (INA).** Contractor hereby certifies that it does not knowingly employ unauthorized alien workers in violation of the employment provisions contained in 8 USC Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")].

20. **Seat Belts Required.** Pursuant to Executive Order 13043, 62 FR 19217, Contractor is encouraged to adopt and enforce policies or programs that require employees to use seat belts while operating or traveling on vehicles owned, rented, or personally owned by the Contractor and its employees while performing the Work.
21. **Texting While Driving Ban.** Pursuant to Executive Order 13513, 74 FR 51225, Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and workplace safety policies designed to decrease accidents caused by distracted drivers.
22. **Publication.** Contractor shall obtain approval from the City in writing prior to issuing any publications in connection with this Agreement. If approved by the City, the Contractor shall include the following language in any and all publications issued:

“This Project is [being funded/was supported] in part by federal award number (FAIN) [Insert Project FAIN] awarded to the City of Deerfield Beach by the U.S. Department of the Treasury.”

23. **Domestic Preferences for Procurements.** To the greatest extent practicable, Contractor and its subcontractors shall provide preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, in accordance with 2 CFR 200.322, “Domestic preferences for procurements.”
24. **2 CFR Part 200 Subpart F – Audit Requirements.** Contractor shall assist the City in complying with the audit requirements under 2 CFR Part 200 Subpart F – Audit Requirements (“Federal Audit Provisions”) and the reporting requirements of the U.S. Department of the Treasury’s Interim Final Rule, as amended, and other guidelines issued in connection with the American Rescue Plan Act.
- (1) Contractor shall assist the City in complying with the Federal Audit Provisions by providing the City, the State of Florida, the U.S. Department of the Treasury, the Treasury Office of the Inspector General, the Government Accountability Office, or other federal government entities, and any of their duly authorized representatives, access to personnel, accounts, books, records, supporting documentation, and other information relating to the performance of the Agreement or the Work (“Documentation”) necessary to complete federal audits. Contractor shall promptly assist the City in the event Documentation must be supplemented to address audit findings or other federal inquiries.
 - (2) Contractor shall keep all Documentation up-to-date throughout the performance of this Agreement and the Work. Contractor shall assist the City in complying with additional guidance and instructions issued by the U.S. Department of the Treasury governing the reporting requirements for the use of American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds.

VERSION 3.0

07/29/2022



ITN Pricing Revisions with Cost Savings Options Added

PRESENTED BY:

CORE & MAIN LP

4310 NW 10th Ave

Oakland Park, FL 33309



To: Paul Collette
Buyer
401 SW 4th Street
Deerfield Beach, FL 33441

From: Dewayne Self
Regional Sales Manager - SE, Metering & Technology
C/O Lynn Roncska District Manager
4310 NW 10th Ave
Oakland Park, FL 33309

Date: 07/29/22

Paul:

The Following document reflects updated pricing from our last meeting with Deerfield Beach and incorporates the items discussed in the meeting.

Important Note:

Previous negotiated items from prior pricing clarifications are applicable. Among these are:

- 1) The city will separately source and supply registers for the Neptune and Mueller meters from the respective authorized sources. This price concession was made in order to provide cost savings.
- 2) Previously priced items such as lead line survey, enhanced GPS resolution, and access to installation software are still included and original proposed terms apply.

Description of changes made to this pricing summary

- 1) Optional Mag Mount Antenna and Installation for Water Tank = \$23,000.00
- 2) Structural Analysis – Core & Main was told that Crown Castle either owns or operates the tower location submitted for the propagation study. Therefore, we contacted Crown Castle and were informed that a structural analysis would be required. Therefore, based on information provided by Crown Castle, the following amounts will be charged to the City:
 - a. Crown Castle Structural Analysis = \$3,500.00
 - b. Crown Castle Post Inspection Fee = \$2,750.00
 - c. Application Processing for Crown Castle = \$675.00
- 3) During our meeting we discussed the need for an electrical permit. Based on information found on the County's website, the fee is estimated to be either \$125 or \$1,665 per site assuming that it would only be calculated on the base station installation price (the base station is the only item that uses electricity). The higher amount has been included in the revised pricing, but Core & Main will invoice based on the actual cost.
- 4) At the request of the City, Core & Main will agree to provide 1 spare Omni-directional antenna included in the original pricing.
- 5) The City requested that Core & Main lock pricing for one year and then index pricing after year one. For Sensus supplied materials, Core & Main will cap any price increase after year one to not exceed the applicable Producer Price Index (PPI). For the labor items we will agree to lock prices for one year, with any price increases thereafter not to exceed the applicable Consumer Price Index (CPI). Prices for the meter box lids are not locked and increases are not limited by any PPI or CPI due to the commodity nature of the item. Prices for meter box lids will increase as

the manufacturer's prices increase. The pricing tables have been color coded to assist in identifying prices subject to PPI, CPI or other price increases.

- 6) Permit Fees: Core & Main received information from the City's legal team on Friday indicating that permit fees are typically 10% of the project cost. As the total project cost is almost \$5 million, a 10% permit fee would amount to \$500,000. This cost has not been built into the project pricing. Should a permit fee be required, Core & Main would require that the City pay the amount of the permit fee directly, or alternatively, Core & Main will pay the permit fee and invoice the City at cost + 5% for an estimated permit fee billing amount of \$550,000. Please let us know if this permit fee is applicable and we will add it to the pricing spreadsheet.

Sincerely,

Dewayne Self

Dewayne Self
Regional Sales Manager - SE, Metering & Technology
501-650-4526
Noel.Self@Coreandmain.com

AMI ITN - BAFO Response from Core and Main

	Year 1				Year 2				Year 3				Project Total			
	Quantity	Unit Cost	Installation	Total Extended Cost	Quantity	Unit Cost	Installation	Total Extended Cost	Quantity	Unit Cost	Installation	Total Extended Cost	Quantity	Unit Cost	Installation	Total Extended Cost
Project Management Related																
Project Management Fee	1	\$25,000.00		\$25,000.00	0	\$25,000.00		\$0.00	0	\$25,000.00		\$0.00	1	\$25,000.00		\$25,000.00
Performance Bond	1	\$104,224.00		\$104,224.00	0			\$0.00	0			\$0.00	1	\$104,224.00		\$104,224.00
Network Infrastructure																
Base Stations	2	\$26,000.00	\$20,000.00	\$92,000.00	0	\$26,000.00	\$20,000.00	\$0.00	0	\$26,000.00	\$20,000.00	\$0.00	2	\$26,000.00	\$20,000.00	\$92,000.00
AMI Field Training	2	\$1,500.00		\$3,000.00	0	\$1,500.00		\$0.00	0	\$1,500.00		\$0.00	2	\$1,500.00		\$3,000.00
AMI Software Training	2	\$3,500.00		\$7,000.00	0	\$3,500.00		\$0.00	0	\$3,500.00		\$0.00	2	\$3,500.00		\$7,000.00
CIS, GIS Integration	2	\$4,000.00		\$8,000.00	0	\$4,000.00		\$0.00	0	\$4,000.00		\$0.00	2	\$4,000.00		\$8,000.00
Crown Castle - Structural Analysis for CC Tower	1	\$3,500.00		\$3,500.00												
Post Site Inspection Fee for CC Tower	1	\$2,750.00		\$2,750.00												
Application Processing for CC Tower	1	\$675.00		\$675.00												
Optional Mag Mount for Water Tank	1	\$23,000.00		\$23,000.00												
Electrical Permit - To be billed at actual Cost (Estimated cost between \$125 & \$1665****	2	\$1,665.00		\$3,330.00												
Software Related One Time Costs																
RNI Setup Fee	1	\$0.00		\$0.00	1	\$0.00		\$0.00	1	\$0.00		\$0.00	1	\$0.00		\$0.00
Sensus Analytics Setup	1	\$0.00		\$0.00	1	\$0.00		\$0.00	1	\$0.00		\$0.00	1	\$0.00		\$0.00
Customer Portal Setup Fee	1	\$6,250.00		\$6,250.00	0	\$6,250.00		\$0.00	0	\$6,250.00		\$0.00	1	\$6,250.00		\$6,250.00
Customer Portal Integration Fee	1	\$12,500.00		\$12,500.00	0	\$12,500.00		\$0.00	0	\$12,500.00		\$0.00	1	\$12,500.00		\$12,500.00
Customer Portal Training	1	\$2,250.00		\$2,250.00	0	\$2,250.00		\$0.00	0	\$2,250.00		\$0.00	1	\$2,250.00		\$2,250.00
New Meter/Singleport Endpoint																
Sensus iPERL 3/4"S meter with SmartPoint	1100	\$230.00	\$42.00	\$299,200.00	2700	\$230.00	\$42.00	\$734,400.00	773	\$230.00	\$42.00	\$210,256.00	4573	\$230.00	\$42.00	\$1,243,856.00
Sensus iPERL 1" meter with SmartPoint	1100	\$275.00	\$45.00	\$352,000.00	2675	\$275.00	\$45.00	\$856,000.00	852	\$275.00	\$45.00	\$272,640.00	4627	\$275.00	\$45.00	\$1,480,640.00
Sensus OMNI R2, 1 1/2" Meter with SmartPoint	130	\$545.00	\$230.00	\$100,750.00	125	\$545.00	\$230.00	\$96,875.00	116	\$545.00	\$230.00	\$89,900.00	371	\$545.00	\$230.00	\$287,525.00
Sensus OMNI R2, 2" Meter with SmartPoint	190	\$705.00	\$230.00	\$177,650.00	175	\$705.00	\$230.00	\$163,625.00	215	\$705.00	\$230.00	\$201,025.00	580	\$705.00	\$230.00	\$542,300.00
Sensus OMNI T2, 3" Meter with SmartPoint	3	\$1,030.00	\$700.00	\$5,190.00	3	\$1,030.00	\$700.00	\$5,190.00	3	\$1,030.00	\$700.00	\$5,190.00	9	\$1,030.00	\$700.00	\$15,570.00
Sensus OMNI T2, 4" Meter with SmartPoint	6	\$1,930.00	\$940.00	\$17,220.00	5	\$1,930.00	\$940.00	\$14,350.00	5	\$1,930.00	\$940.00	\$14,350.00	16	\$1,930.00	\$940.00	\$45,920.00
Sensus OMNI T2, 6" Meter with SmartPoint	3	\$3,355.00	\$1,295.00	\$13,950.00	2	\$3,355.00	\$1,295.00	\$9,300.00	2		\$1,295.00	\$9,300.00	7	\$3,355.00	\$1,295.00	\$32,550.00
Sensus OMNI T2, 8" Meter with SmartPoint	2	\$5,630.00	\$2,350.00	\$15,960.00	2	\$5,630.00	\$2,350.00	\$15,960.00	3	\$5,630.00	\$2,350.00	\$23,940.00	7	\$5,630.00	\$2,350.00	\$55,860.00
	2534				5687				1969				10190			
Dual Port Options and data collection software																
2ea. Sensus iPerl 3/4s meter with 1ea. Dualport	0	\$391.00	\$70.00	\$0.00	0	\$381.00	\$70.00	\$0.00	0	\$381.00	\$70.00	\$0.00	0	\$391.00	\$70.00	\$0.00
2ea. Sensus iPerl 1" meter with 1ea. Dualport Smartpoint	0	\$490.00	\$76.00	\$0.00	0	\$480.00	\$76.00	\$0.00	0	\$480.00	\$76.00	\$0.00	0	\$490.00	\$76.00	\$0.00
Option 1 Installation software access, PM, and QA/QC	0	15.50+														
Option 2 Installation Software with QA/QC	0	13.75+														
Retrofit Meter/Endpoint																
Neptune, 3/4"	180	\$128.00	\$36.00	\$29,520.00	450	\$128.00	\$36.00	\$73,800.00	520	\$128.00	\$36.00	\$85,280.00	1150	\$128.00	\$36.00	\$188,600.00
Neptune, 1"	120	\$128.00	\$36.00	\$19,680.00	375	\$128.00	\$36.00	\$61,500.00	162	\$128.00	\$36.00	\$26,568.00	657	\$128.00	\$36.00	\$107,748.00
Neptune, 1 1/2"	40	\$128.00	\$36.00	\$6,560.00	52	\$128.00	\$36.00	\$8,528.00	40	\$128.00	\$36.00	\$6,560.00	132	\$128.00	\$36.00	\$21,648.00
Neptune, 2"	50	\$128.00	\$36.00	\$8,200.00	60	\$128.00	\$36.00	\$9,840.00	53	\$128.00	\$36.00	\$8,692.00	163	\$128.00	\$36.00	\$26,732.00
Hersey, 3/4"	40	\$128.00	\$36.00	\$6,560.00	40	\$128.00	\$36.00	\$6,560.00	39	\$128.00	\$36.00	\$6,396.00	119	\$128.00	\$36.00	\$19,516.00
Hersey, 1"	10	\$128.00	\$36.00	\$1,640.00	10	\$128.00	\$36.00	\$1,640.00	9	\$128.00	\$36.00	\$1,476.00	29	\$128.00	\$36.00	\$4,756.00
Hersey, 1 1/2"	30	\$128.00	\$36.00	\$4,920.00	85	\$128.00	\$36.00	\$13,940.00	11	\$128.00	\$36.00	\$1,804.00	126	\$128.00	\$36.00	\$20,664.00
Hersey 2"	50	\$128.00	\$36.00	\$8,200.00	85	\$128.00	\$36.00	\$13,940.00	86	\$128.00	\$36.00	\$14,104.00	221	\$128.00	\$36.00	\$36,244.00
Hersey, 3"	2	\$128.00	\$36.00	\$328.00	2	\$128.00	\$36.00	\$328.00	1	\$128.00	\$36.00	\$164.00	5	\$128.00	\$36.00	\$820.00
Hersey, 4"	3	\$128.00	\$36.00	\$492.00	2	\$128.00	\$36.00	\$328.00	2	\$128.00	\$36.00	\$328.00	7	\$128.00	\$36.00	\$1,148.00
Hersey, 6"	1	\$128.00	\$36.00	\$164.00	1	\$128.00	\$36.00	\$164.00	0	\$128.00	\$36.00	\$0.00	2	\$128.00	\$36.00	\$328.00
Hersey, 8"	0	\$128.00	\$36.00	\$0.00	1	\$128.00	\$36.00	\$164.00	0	\$128.00	\$36.00	\$0.00	1	\$128.00	\$36.00	\$164.00
	526				1163				923				2612			
** Utility to Provide the Neptune/Hersey Registers																
Adder for LCR & Sub Meter GPS																
GPS Coordinates within +/- 1 Meter Accuracy	3060		\$2.50	\$7,650.00	6850		\$2.50	\$17,125.00	2892		\$2.50	\$7,230.00	12802		\$2.50	\$32,005.00
LCR Visual Audit (Inside Box) if technician is onsite changing the Meter	3060		\$12.00	\$36,720.00	6850		\$12.00	\$82,200.00	2892		\$12.00	\$34,704.00	12802		\$12.00	\$153,624.00
Disconnect/Reconnect Valve Cost Adder																
Sensus ally 3/4" meter with SmartPoint									100	\$396.00	\$45.00	\$44,100.00	100	\$396.00	\$45.00	\$44,100.00
										\$45.00						
Pressure Monitoring Station																
Sensus Pressure Kit with Smart Gateway					6	\$925.00	\$315.00	\$7,440.00	0	\$925.00	\$315.00	\$0.00	6	\$925.00	\$315.00	\$7,440.00
Meter Lids																
Meter Pit Lid, CDR per DFB Standards, 11" X 18"	56	\$39.95		\$2,237.20	56	\$39.95		\$2,237.20	58	\$39.95		\$2,317.10	170	\$39.95		\$6,791.50
Meter Pit Lid, DCR per DFB Standards, 11" X 33"	270	\$92.13		\$24,875.10	270	\$92.13		\$24,875.10	260	\$92.13		\$23,953.80	800	\$92.13		\$73,704.00
Meter Pit Lid, CDR per DFB Standards, 17 1/2" x 30"	10	\$102.12		\$1,021.20	10	\$102.12		\$1,021.20	10	\$102.12		\$1,021.20	30	\$102.12		\$3,063.60
Drill Existing Pit Lids	2724	\$12.00		\$32,688.00	6514	\$12.00		\$78,168.00	2564	\$12.00		\$30,768.00	11802	\$12.00		\$141,624.00

Total One Time Costs		\$1,466,854.50				\$2,299,498.50				\$1,122,067.10				\$4,855,165.10			
Recurring Costs		Quantity	Unit Cost	Installation	Total Extended Cost	Quantity	Unit Cost	Installation	Total Extended Cost	Quantity	Unit Cost	Installation	Total Extended Cost	Quantity	Unit Cost	Installation	Total Extended Cost
	RNI Annual Fee	1	\$8,240.00		\$8,240.00	1	\$15,781.00		\$15,781.00	1	\$20,967.00		\$20,967.00	3			\$44,988.00
	Sensus Analytics Annual Fee	1	\$6,892.00		\$6,892.00	1	\$14,840.00		\$14,840.00	1	\$18,278.00		\$18,278.00	3			\$40,010.00
	Sensus Customer Portal Annual Fee	1	\$6,250.00		\$6,250.00	1	\$6,437.00		\$6,437.00	1	\$6,631.00		\$6,631.00	3			\$19,318.00
	Base Station Maintenance Contracts	0	\$1,720.00		\$0.00	2	\$1,720.00		\$3,440.00	2	\$1,720.00		\$3,440.00	4			\$6,880.00
	Backhaul Communication Costs	2	\$360.00		\$720.00	2	\$360.00		\$720.00	2	\$360.00		\$720.00	6			\$2,160.00
Total Recurring Costs		\$22,102.00				\$41,218.00				\$50,036.00				\$113,356.00			
Total Annual Cost (One Time + Recurring Cost)		\$1,488,956.50				\$2,340,716.50				\$1,172,103.10				\$4,968,521.10			

Crown Castle Contingency Fees (Outside C&M Contract) for information Purposes Only

Monthly Site Rental - \$1,050 per month - Does not Include Electric, Does not include any "Landloard Obligations" Contract Terms 10 Years with 3% Escalator - City to enter into agreement with Crown Castle for this lease if required

* Price lock does not apply to meter box lids due to their commodity nature. If manufacturing price increases require a price increase Core & Main will Notify the Utility prior to processing any order.

** Utility to Provide the Neptune/Hersey Registers

*** Installation pricing will include 1 extra Omni-directional Antenna that Core & Main will leave behind after installation Per Request

**** Permit fees will be billed at cost depending on actual required amount

Green Marked Items will be locked for 1 year then any pricing increases will not exceed PPI - Producer Price Increase

Yellow Marked Items will be locked for 1 year then any pricing increases will not exceed CPI - Consumer Price increase

Orange Marked Items are not locked due to their commodity like nature

Red Marked Items are locked for 1 year and do not have any purchases slated for subsequent Years

		Year 1			
Project Management Related		Quantity	Unit Cost	Installation	Total Extended Cost
	Project Management Fee	1	\$25,000.00		\$25,000.00
	Performance Bond	1	\$104,224.00		\$104,224.00
Network Infrastructure		Quantity	Unit Cost	Installation	Total Extended Cost
	Base Stations	2	\$26,000.00	\$20,000.00	\$92,000.00
	AMI Field Training	2	\$1,500.00		\$3,000.00
	AMI Software Training	2	\$3,500.00		\$7,000.00
	CIS, GIS Integration	2	\$4,000.00		\$8,000.00
	Crown Castle - Structural Analysis for CC Tower	1	\$3,500.00		\$3,500.00
	Post Site inspection Fee for CC Tower	1	\$2,750.00		\$2,750.00
	Application Processing for CC Tower	1	\$675.00		\$675.00
	Optional Mag Mount for Water Tank	1	\$23,000.00		\$23,000.00
	Electrical Permit - To be billed at actual Cost (Estimated cost between \$125 & \$1665	2	\$1,665.00		\$3,330.00
Software Related One Time Costs		Quantity	Unit Cost	Installation	Total Extended Cost
	RNI Setup Fee	1	\$0.00		\$0.00
	Sensus Analytics Setup	1	\$0.00		\$0.00
	Customer Portal Setup Fee	1	\$6,250.00		\$6,250.00
	Customer Portal Integration Fee	1	\$12,500.00		\$12,500.00
	Customer Portal Training	1	\$2,250.00		\$2,250.00
New Meter/Endpoint		Quantity	Unit Cost	Installation	Total Extended Cost
	Sensus iPERL 3/4"S meter with SmartPoint	1100	\$230.00	\$42.00	\$299,200.00
	Sensus iPERL 1" meter with SmartPoint	1100	\$275.00	\$45.00	\$352,000.00
	Sensus OMNI R2, 1 1/2" Meter with SmartPoint	130	\$545.00	\$230.00	\$100,750.00
	Sensus OMNI R2, 2" Meter with SmartPoint	190	\$705.00	\$230.00	\$177,650.00
	Sensus OMNI T2, 3" Meter with SmartPoint	3	\$1,030.00	\$700.00	\$5,190.00
	Sensus OMNI T2, 4" Meter with SmartPoint	6	\$1,930.00	\$940.00	\$17,220.00
	Sensus OMNI T2, 6" Meter with SmartPoint	3	\$3,355.00	\$1,295.00	\$13,950.00
	Sensus OMNI T2, 8" Meter with SmartPoint	2	\$5,630.00	\$2,350.00	\$15,960.00
		2534			
Dual Port Options and data collection software		Quantity	Unit Cost	Installation	Total Extended Cost
	2ea. Sensus iPerl 3/4s meter with 1ea. Dualport	0	\$391.00	\$70.00	\$0.00
	2ea. Sensus iPerl 1" meter with 1ea. Dualport Smartpoint	0	\$490.00	\$76.00	\$0.00
	Option 1 Installation software access, PM, and QA/QC	0	15.50+		
	Option 2 installation Software with QA/QC	0	13.75+		
Retrofit Meter/Endpoint		Quantity	Unit Cost**	Installation	Total Extended Cost
	Neptune, 3/4"	180	\$128.00	\$36.00	\$29,520.00
	Neptune, 1"	120	\$128.00	\$36.00	\$19,680.00
	Neptune, 1 1/2"	40	\$128.00	\$36.00	\$6,560.00
	Neptune, 2"	50	\$128.00	\$36.00	\$8,200.00
	Hersey, 3/4"	40	\$128.00	\$36.00	\$6,560.00
	Hersey, 1"	10	\$128.00	\$36.00	\$1,640.00
	Hersey, 1 1/2"	30	\$128.00	\$36.00	\$4,920.00
	Hersey 2"	50	\$128.00	\$36.00	\$8,200.00
	Hersey, 3"	2	\$128.00	\$36.00	\$328.00
	Hersey, 4"	3	\$128.00	\$36.00	\$492.00

	Hersey, 6"	1	\$128.00	\$36.00	\$164.00
	Hersey, 8"	0	\$128.00	\$36.00	\$0.00
** Utility to Provide the Neptune/Hersey Registers		526			
Adder for LCR & Sub Meter GPS					
	GPS Coordinates within +/- 1 Meter Accuracy	3060		\$2.50	\$7,650.00
	LCR Visual Audit (Inside Box) if technician is onsite changing the Meter	3060		\$12.00	\$36,720.00
Disconnect/Reconnect Valve Cost Adder		Quantity	Unit Cost	Installation	Total Extended Cost
	Sensus ally 3/4" meter with SmartPoint				
Pressure Monitoring Station		Quantity	Unit Cost	Installation	Total Extended Cost
	Sensus Pressure Kit with Smart Gateway				
Meter Lids		Quantity	Unit Cost	Installation	Total Extended Cost
	Meter Pit Lid, CDR per DFB Standards, 11" X 18"*	56	\$39.95		\$2,237.20
	Meter Pit Lid, DCR per DFB Standards, 11" X 33"*	270	\$92.13		\$24,875.10
	Meter Pit Lid, CDR per DFB Standards, 17 1/2" x 30"*	10	\$102.12		\$1,021.20
	Drill Existing Pit Lids	2724	\$12.00		\$32,688.00
Total One Time Costs					\$1,466,854.50
Recurring Costs		Quantity	Unit Cost	Installation	Total Extended Cost
	RNI Annual Fee	1	\$8,240.00		\$8,240.00
	Sensus Analytics Annual Fee	1	\$6,892.00		\$6,892.00
	Sensus Customer Portal Annual Fee	1	\$6,250.00		\$6,250.00
	Base Station Maintenance Contracts	0	\$1,720.00		\$0.00
	Backhaul Communication Costs	2	\$360.00		\$720.00
Total Recurring Costs					\$22,102.00
Total Year One Cost					\$1,488,956.50

* See all notes on three year Overview Document

AMI ITN - BAFO Response from Core and Main

		Year 2			
Project Management Related		Quantity	Unit Cost	Installation	Total Extended Cost
	Project Management Fee	0	\$25,000.00		\$0.00
	Performance Bond	0	\$104,224.00		\$0.00
Network Infrastructure		Quantity	Unit Cost	Installation	Total Extended Cost
	Base Stations	0	\$26,000.00	\$20,000.00	\$0.00
	AMI Field Training	0	\$1,500.00		\$0.00
	AMI Software Training	0	\$3,500.00		\$0.00
	CIS, GIS Integration	0	\$4,000.00		\$0.00
Software Related One Time Costs		Quantity	Unit Cost	Installation	Total Extended Cost
	RNI Setup Fee	1	\$0.00		\$0.00
	Sensus Analytics Setup	1	\$0.00		\$0.00
	Customer Portal Setup Fee	0	\$6,250.00		\$0.00
	Customer Portal Integration Fee	0	\$12,500.00		\$0.00
	Customer Portal Training	0	\$2,250.00		\$0.00
New Meter/Endpoint		Quantity	Unit Cost	Installation	Total Extended Cost
	Sensus iPERL 3/4"S meter with SmartPoint	2700	\$230.00	\$42.00	\$734,400.00
	Sensus iPERL 1" meter with SmartPoint	2675	\$275.00	\$45.00	\$856,000.00
	Sensus OMNI R2, 1 1/2" Meter with SmartPoint	125	\$545.00	\$230.00	\$96,875.00
	Sensus OMNI R2, 2" Meter with SmartPoint	175	\$705.00	\$230.00	\$163,625.00
	Sensus OMNI T2, 3" Meter with SmartPoint	3	\$1,030.00	\$700.00	\$5,190.00
	Sensus OMNI T2, 4" Meter with SmartPoint	5	\$1,930.00	\$940.00	\$14,350.00
	Sensus OMNI T2, 6" Meter with SmartPoint	2	\$3,355.00	\$1,295.00	\$9,300.00
	Sensus OMNI T2, 8" Meter with SmartPoint	2	\$5,630.00	\$2,350.00	\$15,960.00
		5687			
Dual Port Options and data collection software		Quantity	Unit Cost	Installation	Total Extended Cost
	2ea. Sensus iPerl 3/4s meter with 1ea. Dualport	0	\$391.00	\$70.00	\$0.00
	2ea. Sensus iPerl 1" meter with 1ea. Dualport Smartpoint	0	\$490.00	\$76.00	\$0.00
	Option 1 Installation software access, PM, and QA/QC	0	15.50+		
	Option 2 installation Software with QA/QC	0	13.75+		
Retrofit Meter/Endpoint		Quantity	Unit Cost**	Installation	Total Extended Cost
	Neptune, 3/4"	450	\$128.00	\$36.00	\$73,800.00
	Neptune, 1"	375	\$128.00	\$36.00	\$61,500.00
	Neptune, 1 1/2"	52	\$128.00	\$36.00	\$8,528.00
	Neptune, 2"	60	\$128.00	\$36.00	\$9,840.00
	Hersey, 3/4"	40	\$128.00	\$36.00	\$6,560.00
	Hersey, 1"	10	\$128.00	\$36.00	\$1,640.00
	Hersey, 1 1/2"	85	\$128.00	\$36.00	\$13,940.00
	Hersey 2"	85	\$128.00	\$36.00	\$13,940.00
	Hersey, 3"	2	\$128.00	\$36.00	\$328.00
	Hersey, 4"	2	\$128.00	\$36.00	\$328.00
	Hersey, 6"	1	\$128.00	\$36.00	\$164.00
	Hersey, 8"	1	\$128.00	\$36.00	\$164.00
		1163			

** Utility to Provide the Neptune/Hersey Registers

Adder for LCR & Sub Meter GPS

GPS Coordinates within +/- 1 Meter Accuracy
 LCR Visual Audit (Inside Box) if technician is onsite
 changing the Meter

6850	\$2.50	\$17,125.00
6850	\$12.00	\$82,200.00

Disconnect/Reconnect Valve Cost Adder

Sensus ally 3/4" meter with SmartPoint
--

Quantity	Unit Cost	Installation	Total Extended Cost

Pressure Monitoring Station

Sensus Pressure Kit with Smart Gateway
--

Quantity	Unit Cost	Installation	Total Extended Cost
6	\$925.00	\$315.00	\$7,440.00

Meter Lids

Meter Pit Lid, CDR per DFB Standards, 11" X 18"*
Meter Pit Lid, DCR per DFB Standards, 11" X 33"*
Meter Pit Lid, CDR per DFB Standards, 17 1/2" x 30"*
Drill Existing Pit Lids

Quantity	Unit Cost	Installation	Total Extended Cost
56	\$39.95		\$2,237.20
270	\$92.13		\$24,875.10
10	\$102.12		\$1,021.20
6514	\$12.00		\$78,168.00

Total One Time Costs**\$2,299,498.50****Recurring Costs**

RNI Annual Fee
Sensus Analytics Annual Fee
Sensus Customer Portal Annual Fee
Base Station Maintenance Contracts
Backhaul Communication Costs

Quantity	Unit Cost	Installation	Total Extended Cost
1	\$15,781.00		\$15,781.00
1	\$14,840.00		\$14,840.00
1	\$6,437.00		\$6,437.00
2	\$1,720.00		\$3,440.00
2	\$360.00		\$720.00

Total Recurring Costs**\$41,218.00****Total Year Two Cost****\$2,340,716.50**

* See all notes on three year Overview Document

City of Deerfield Beach

July 29th 2022

AMI ITN - BAFO Response from Core and Main

		Year 3			
Project Management Related		Quantity	Unit Cost	Installation	Total Extended Cost
	Project Management Fee	0	\$25,000.00		\$0.00
	Performance Bond	0	\$104,224.00		\$0.00
Network Infrastructure		Quantity	Unit Cost	Installation	Total Extended Cost
	Base Stations	0	\$26,000.00	\$20,000.00	\$0.00
	AMI Field Training	0	\$1,500.00		\$0.00
	AMI Software Training	0	\$3,500.00		\$0.00
	CIS, GIS Integration	0	\$4,000.00		\$0.00
Software Related One Time Costs		Quantity	Unit Cost	Installation	Total Extended Cost
	RNI Setup Fee	1	\$0.00		\$0.00
	Sensus Analytics Setup	1	\$0.00		\$0.00
	Customer Portal Setup Fee	0	\$6,250.00		\$0.00
	Customer Portal Integration Fee	0	\$12,500.00		\$0.00
	Customer Portal Training	0	\$2,250.00		\$0.00
New Meter/Endpoint		Quantity	Unit Cost	Installation	Total Extended Cost
	Sensus iPERL 3/4"S meter with SmartPoint	773	\$230.00	\$42.00	\$210,256.00
	Sensus iPERL 1" meter with SmartPoint	852	\$275.00	\$45.00	\$272,640.00
	Sensus OMNI R2, 1 1/2" Meter with SmartPoint	116	\$545.00	\$230.00	\$89,900.00
	Sensus OMNI R2, 2" Meter with SmartPoint	215	\$705.00	\$230.00	\$201,025.00
	Sensus OMNI T2, 3" Meter with SmartPoint	3	\$1,030.00	\$700.00	\$5,190.00
	Sensus OMNI T2, 4" Meter with SmartPoint	5	\$1,930.00	\$940.00	\$14,350.00
	Sensus OMNI T2, 6" Meter with SmartPoint	2	\$3,355.00	\$1,295.00	\$9,300.00
	Sensus OMNI T2, 8" Meter with SmartPoint	3	\$5,630.00	\$2,350.00	\$23,940.00
1969					
Dual Port Options and data collection software		Quantity	Unit Cost	Installation	Total Extended Cost
	2ea. Sensus iPerl 3/4s meter with 1ea. Dualport	0	\$391.00	\$70.00	\$0.00
	2ea. Sensus iPerl 1" meter with 1ea. Dualport Smartpoint	0	\$490.00	\$76.00	\$0.00
	Option 1 Installation software access, PM, and QA/QC	0	15.50+		
	Option 2 installation Software with QA/QC	0	13.75+		
Retrofit Meter/Endpoint		Quantity	Unit Cost	Installation	Total Extended Cost
	Neptune, 3/4"	520	\$128.00	\$36.00	\$85,280.00
	Neptune, 1"	162	\$128.00	\$36.00	\$26,568.00
	Neptune, 1 1/2"	40	\$128.00	\$36.00	\$6,560.00
	Neptune, 2"	53	\$128.00	\$36.00	\$8,692.00
	Hersey, 3/4"	39	\$128.00	\$36.00	\$6,396.00
	Hersey, 1"	9	\$128.00	\$36.00	\$1,476.00
	Hersey, 1 1/2"	11	\$128.00	\$36.00	\$1,804.00
	Hersey 2"	86	\$128.00	\$36.00	\$14,104.00
	Hersey, 3"	1	\$128.00	\$36.00	\$164.00
	Hersey, 4"	2	\$128.00	\$36.00	\$328.00
	Hersey, 6"	0	\$128.00	\$36.00	\$0.00
	Hersey, 8"	0	\$128.00	\$36.00	\$0.00

923

** Utility to Provide the Neptune/Hersey Registers

Adder for LCR & Sub Meter GPS

GPS Coordinates within +/- 1 Meter Accuracy
LCR Visual Audit (Inside Box) if technician is onsite
changing the Meter

2892	\$2.50	\$7,230.00
2892	\$12.00	\$34,704.00

Disconnect/Reconnect Valve Cost Adder		Quantity	Unit Cost	Installation	Total Extended Cost
	Sensus ally 3/4" meter with SmartPoint	100	\$396.00	\$45.00	\$44,100.00

Pressure Monitoring Station		Quantity	Unit Cost	Installation	Total Extended Cost
	Sensus Pressure Kit with Smart Gateway	0	\$925.00	\$315.00	\$0.00

Meter Lids		Quantity	Unit Cost	Installation	Total Extended Cost
	Meter Pit Lid, CDR per DFB Standards, 11" X 18"*	58	\$39.95		\$2,317.10
	Meter Pit Lid, DCR per DFB Standards, 11" X 33"*	260	\$92.13		\$23,953.80
	Meter Pit Lid, CDR per DFB Standards, 17 1/2" x 30"*	10	\$102.12		\$1,021.20
	Drill Existing Pit Lids	2564	\$12.00		\$30,768.00

Total One Time Costs

\$1,122,067.10

Recurring Costs		Quantity	Unit Cost	Installation	Total Extended Cost
	RNI Annual Fee	1	\$20,967.00		\$20,967.00
	Sensus Analytics Annual Fee	1	\$18,278.00		\$18,278.00
	Sensus Customer Portal Annual Fee	1	\$6,631.00		\$6,631.00
	Base Station Maintenance Contracts	2	\$1,720.00		\$3,440.00
	Backhaul Communication Costs	2	\$360.00		\$720.00

Total Recurring Costs

\$50,036.00

Total Year Three Cost

\$1,172,103.10

* See all notes on three year Overview Document



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1373

Agenda Date: 8/2/2022

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTION 70-134 "CHARGES FOR WATER METERS, WATER METER INSTALLATION, AND TAPS AND SERVICE LINES" OF CHAPTER 70 "UTILITIES" OF THE CITY CODE OF ORDINANCES TO PROVIDE FOR WATER METER RELATED DEPOSITS AND CHARGES TO BE ADOPTED BY RESOLUTION AND TO UPDATE THE DEPOSIT RETURN POLICY; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for August 16, 2022

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City is upgrading its water meter infrastructure with the Advanced Meter Infrastructure ("AMI") Project. AMI is an integrated system of smart meters, communication networks, and data management which enables communication between utilities and customers. It provides for the ability to automatically measure water use, connect and disconnect services, detect tampering, and provides customers with real-time data on their water usage to better detect leaks and reduce overall costs. The existing City Code Sections 70-133 and 70-134 were last updated in 2003 and 1995, respectively. The costs in the current City Code associated with charges for water meters, water meter installation, taps, and service lines are significantly below the City's true cost for providing these materials and services. As such, staff recommends updating the charges to reflect the City's true costs for new water meter infrastructure being installed with the AMI project.

Deposits in Section 70-133 are updated to be consistent with Broward County metered customers, so all residents of the City are paying the same regardless of where they reside in the City. For metered customers with meter sizes greater than 2 inches, the customer deposit will equal the cost of the meter as set forth in the backup.

Charges for water meters, water meter installation, taps and service lines are established based on the personnel, equipment, and material required for each of these activities enumerated in the backup. All new services will require tap for service, in addition to the installation charge for a new meter and meter box. Only where a service line exists and an upgrade is not required, will the installation charge for a meter apply. Upgrades from 3/4 inch meters to 1 inch meters are the installation charge for the meter materials only. Upgrades greater than 1 inch require a new tap for service.

Current Activity

Staff recommends the deposits and charges for water meters, water meter installation, and taps and service lines be adopted by resolution of the City Commission. The enclosed Ordinance revises the City Code to provide that the deposits and charges for water meters shall be adopted by City Commission by resolution and to update the deposit return policy. A resolution establishing the new charges for deposits, water meters, water meter installation, taps and service lines will be presented to the City Commission at the same Commission Meeting as the second reading of this Ordinance.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach, Florida, amend sections 70-133 and 70-134 of Chapter 70 "Utilities" of the City Code of Ordinances to provide for the deposits and charges for water meters, water meter installation, taps and service lines be adopted by resolution and to update the deposit return policy.

ORDINANCE NO. 2022

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTION 70-133 “DEPOSITS FOR WATER SERVICES” AND SECTION 70-134 “CHARGES FOR WATER METERS, WATER METER INSTALLATION, AND TAPS AND SERVICE LINES” OF CHAPTER 70 “UTILITIES” OF THE CITY CODE OF ORDINANCES TO PROVIDE FOR WATER METER RELATED DEPOSITS AND CHARGES TO BE ADOPTED BY RESOLUTION AND TO UPDATE THE DEPOSIT RETURN POLICY; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, the City is upgrading its water meter infrastructure with the Advanced Meter Infrastructure (“AMI”) Project; and

WHEREAS, AMI is an integrated system of smart meters, communication networks, and data management which enables communication between utilities and customers; and

WHEREAS, the costs in the current City Code associated with charges for water meters, water meter installation, taps, and service lines are significantly below the City's true cost for providing these services; and

WHEREAS, the City desires to update the deposits and charges for water meters, water meter installation, taps and service lines to reflect the City’s actual costs, and to be consistent with the costs for the new water meter infrastructure being installed with the AMI project; and

WHEREAS, staff recommends amending Sections 70-133 and 70-134 of the City Code to provide for the deposits and charges for water meters, water meter installation, taps and service lines to be established by the City Commission by resolution and to update the deposit return policy; and

WHEREAS, staff recommends the City Commission adopt this ordinance, amending Section 70-133 “Deposits for water service” and Section 70-134 “Charges for water meters, water meter installation, and taps and service lines” of the City Code to provide for the deposits and charges for water meters, water meter installation, taps and service lines to be adopted by resolution approved by the City Commission.

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

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

Section 2. Chapter 70 “Utilities” of the City Code of Ordinances is hereby amended to read as follows¹:

Chapter 70 UTILITIES

ARTICLE III. WATER SYSTEM

Division 2. Water Rates and Charges

Sec. 70-133. Deposits for water service.

- (a) For all connections and for all water, sewer, or related utility service connections, either residential or general service, the city shall collect a deposit from any person securing water service from the city, before such service is provided, in the amounts adopted by the City Commission by resolution, according to the following schedule:

~~For all connections and for all water service connections, either residential or general service, there shall be a deposit based on meter size as follows:~~

Meter size	Deposit
1 inch or less	\$ 100.00
1½ inch	150.00
2 inch	200.00
3 inch	350.00
4 inch	550.00
6 inch	1,050.00
8 inch	1,650.00
10 inch	2,350.00

~~*For parties with solid waste container service, the deposit shall equal one month's solid waste charge or \$100.00, whichever is greater.~~

- (b) The deposits provided for in this section shall help ensure payment of all sums of money owed to the city by virtue of furnishing water service to the persons making such deposits. Upon payment of all such sums, the city shall, upon disconnection of water service, refund and return to the person making such deposit the net amount of such deposit; ~~or the net amount thereof~~ after deducting such sums as may be due to the city.

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

- (c) The city shall, on an annual basis, pay interest on all water, sewer and solid waste utility deposits that it holds. The interest paid on said deposits shall be equal to the average interest rate that is paid each year by the State of Florida Local Government Surplus Funds Trust Fund. The annual interest payment may be made by issuing a check or by crediting the customer's utility account and clearly indicating the amount of interest earned on the appropriate monthly utility bill.
- ~~(d) The city shall return to the account holder any utility deposit that is placed on a water, sewer or solid waste account if said utility account has not been in a delinquent status, as indicated by administrative charges, more than three times during the previous year. The return of utility deposits in accordance with this section shall only apply to residential accounts and may be made by issuing a check or by crediting the customer's utility account and clearly indicating the return of deposit on the appropriate utility bill.~~

Sec. 70-134. Charges for water meters, water meter installation, and taps and service lines.

- (a) Concurrently with any application by an owner/consumer/developer for the city to supply and install a water meter having a size of two inches or less, such applicant shall pay a charge to the city ~~as follows:~~ in the amounts adopted by the City Commission by resolution.

Meter size	Charge
5/8 inch by 3/4 inch	\$370.00
1 inch	410.00
1 1/2 inch	490.00
2 inch	560.00

- (b) Any owner/consumer/developer who wishes to install or have installed a water meter having a size greater than two inches shall supply such a meter to the city, at no cost to the city. Such water meter must be satisfactory to the city. The city will install such meter and render a bill for actual costs of associated parts and material, labor, and equipment usage and the owner/consumer/developer shall pay such bill within ten days.
- (c) Concurrently with any application by an owner/consumer/developer for the city to provide a water tap and service line, such applicant shall pay a charge to the city ~~as follows:~~ in the amounts adopted by the City Commission by resolution.

Service line — size	Charge
1 inch	\$370.00
2 inch	540.00

- (d) Concurrently with any application by an owner/consumer/developer for the city to replace an existing meter by supplying and installing a meter having a larger or smaller size, such applicant shall pay a charge to the city ~~as follows:~~ in the amounts adopted by the City Commission by resolution.

Replacement meter size	Charge
5/8 inch by 3/4 inch	\$370.00
1 inch	410.00
1 1/2 inch	490.00
2 inch	560.00

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

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

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

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

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

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

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

Sec. 70.133 Deposits for water service

For all water service connections there shall be a deposit base on meter size:

Meter size	Current Deposit	Proposed Deposit
1-inch or less	\$ 100.00	\$185
1½-inch	150.00	400
2-inch	200.00	900
3-inch	350.00	1030
4-inch	550.00	1930
6-inch	1,050.00	3355
8-inch	1,650.00	5630
10-inch	2,350.00	N/A

Sec. 70-134 Charges for water meters, water meter installation and taps and service lines

City to supply and install a water meter of two inches or less:

Meter size	Charge	Proposed Charge
5/8-inch by ¾-inch	\$370.00	\$1200
1-inch	410.00	1250
1½-inch	490.00	1700
2-inch	560.00	1900

City to provide a water tap and service line:

Service line size	Charge	Proposed Charge
1-inch	\$370.00	\$880
2-inch	540.00	1140

City to replace an existing meter by supplying and installing a meter having a larger or smaller size:

Replacement meter size	Charge	Proposed Charge
5/8-inch by ¾-inch	\$370.00	\$1200
1-inch	410.00	1250
1½-inch	490.00	1700 + \$1140
2-inch	560.00	1900 + \$1140

Upgrades from 3/4" to 1" meter is the installation charge for the meter only. Upgrades greater than 1" require a new tap for service



WATER METER INSTALLATION

RESIDENTIAL AND COMMERCIAL CHARGES

METER SIZE (in inches)	INSTALLATION CHARGE	TAP FOR SERVICE LINE	DEPOSIT	AMOUNT	INITIAL
3/4	\$ 1,200.00	\$ 880.00	\$ 185.00	\$ 2,265.00	
1	\$ 1,250.00	\$ 880.00	\$ 185.00	\$ 2,315.00	
1 1/2	\$ 1,700.00	\$ 1,140.00	\$ 400.00	\$ 3,240.00	
2	\$ 1,900.00	\$ 1,140.00	\$ 900.00	\$ 3,940.00	

METER SIZE (in inches)	INSTALLATION CHARGE	TAP FOR SERVICE LINE (if not needed)	DEPOSIT	AMOUNT	
3/4	\$ 1,200.00	\$ -	\$ 185.00	\$ 1,385.00	
1	\$ 1,250.00	\$ -	\$ 185.00	\$ 1,435.00	
1 1/2	\$ 1,700.00	\$ -	\$ 400.00	\$ 2,100.00	
2	\$ 1,900.00	\$ -	\$ 900.00	\$ 2,800.00	

METER SIZE (in inches)	INSTALLATION CHARGE (if meter already exist)	TAP FOR SERVICE LINE (if not needed)	DEPOSIT	AMOUNT	
1 inch or less	\$ -	\$ -	\$ 185.00	\$ 185.00	
1 1/2	\$ -	\$ -	\$ 400.00	\$ 400.00	
2	\$ -	\$ -	\$ 900.00	\$ 900.00	
3	\$ -	\$ -	\$ 1,030.00	\$ 1,030.00	
4	\$ -	\$ -	\$ 1,930.00	\$ 1,930.00	
6	\$ -	\$ -	\$ 3,355.00	\$ 3,355.00	
8	\$ -	\$ -	\$ 5,630.00	\$ 5,630.00	

Upgrades from 3/4" to 1" meter is the installation charge for the meter only. Upgrades greater than 1" require a new tap for service

Meters 3" and larger need to be ordered from:

Core and Main (Make of meter - Sensus OMNI)

Installation charges for meters 3" and larger are billed to customer after installation.

Meters 3" and larger are installed by city forces or utility contractors.

Contact: Customer Service 954 480 4279 option 2
Utilities Maintenance 954-480-4400

IN ACCORDANCE WITH THE CITY RESOLUTION xxxx, I UNDERSTAND THAT I AM FULLY RESPONSIBLE FOR ALL CHARGES OUTLINED ABOVE BASED ON WORK PERFORMED BY THE CITY. I AGREE TO PAY FOR SERVICES PROMPTLY AT THE RATES ESTABLISHED BY THE CITY OF DEERFIELD BEACH.

Service Address: _____

SIGNATURE OF APPLICANT: _____ DATE: _____



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1379

Agenda Date: 8/2/2022

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS" OF THE CITY LAND DEVELOPMENT CODE BY AMENDING SECTION 98-71 "LOT REGULATIONS" AND SECTION 98-87 "DOCKING AND MOORING FACILITIES" REGARDING THE MINIMUM ELEVATION AND LIGHTING REQUIREMENTS FOR DOCKS AND MAXIMUM WIDTH OF SEAWALL CAPS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Commission to vote on Ordinance and set public hearing for August 16, 2022

Background/History

The Planning & Development Services department is proposing changes to the Land Development Code as it relates to supplementary regulations.

Broward County will permit elevation differences for construction prior to 2035 instead of 2050. With this, City staff has re-reviewed the code amendment approved by the City Commission at the January 4, 2022 meeting (Ordinance No. 2022/003) and is recommending the City permit docks to be constructed prior to 2035 at an elevation of four (4) feet NAVD88 and not five (5) feet NAVD88. Along with this significant change to Section 98-87, City staff is also recommending minor changes to this section as well as minor changes to Section 98-71. Proposed changes to these sections are as follows:

98-71 - Lot Regulations

1. Updates to the retaining wall setbacks for consistency with chapter 98-87;
2. Allowing improvements to vacant lots for sea walls for erosion control;
3. Adding an additional requirement that temporary buildings are not permitted within a required setback

98-87 - Docking and mooring facilities

4. Definition of "upland stem wall" for understanding of terminology related to flood barriers;
5. Increase of 42 inches as maximum allowable seawall cap width and clarification on projection to ensure improvement standards of the City and County are achievable;
6. Adding bulb watt intensity for additional clarification.

On July 7, 2022, Planning and Zoning Board voted to recommend approval of the modifications to the City Commission.

Recommendation

Recommendation to the City Commission on the proposed code amendment.

ORDINANCE NO. 2022

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 “LAND DEVELOPMENT REGULATIONS” OF THE CITY LAND DEVELOPMENT CODE BY AMENDING SECTION 98-71 “LOT REGULATIONS” AND SECTION 98-87 “DOCKING AND MOORING FACILITIES” REGARDING THE MINIMUM ELEVATION AND LIGHTING REQUIREMENTS FOR DOCKS AND MAXIMUM WIDTH OF SEAWALL CAPS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, Section 98-71 of the City Land Development Code provides for the lot regulations; and

WHEREAS, Section 98-87 of the City Land Development Code provides for the regulation of docking and mooring facilities; and

WHEREAS, Broward County currently permits elevation differences for construction prior to 2035 instead of 2050; and

WHEREAS, in light of Broward County’s permitted elevation differences for construction, staff reviewed the code amendment approved by the City Commission at the January 4, 2022 meeting (Ordinance No. 2022/003); and

WHEREAS, staff recommends the City Commission adopt this ordinance, amending Land Development Code Section 98-87 to revise and update the relevant provisions to permit docks to be constructed prior to 2035 at an elevation of four (4) feet NAVD88 and not five (5) feet NAVD88 and to clarify the lighting standards for docks and maximum width of seawall caps, and to make clarifications to the lot regulations in Land Development Code Section 98-87; and

WHEREAS, staff recommends the City Commission adopt this ordinance, amending City Land Development Code Sections 98-71 “Lot Regulations”, and 98-87, “Docking and Mooring Facilities” as provided herein.

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

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

Section 2. Chapter 98 “Land Development Regulations” of the City’s Land Development Code is hereby amended by amending Section 98-71, “Lot regulations” and Section 98-87, “Docking and mooring facilities” to read as follows:¹

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

Chapter 98 Land Development Regulations

ARTICLE IV. SUPPLEMENTARY REGULATIONS

Sec. 98-71. - Lot regulations.

(c) *Yard encroachments.* Every part of every required yard shall be open and unobstructed from the ground to the sky except as hereinafter provided or as otherwise permitted below:

- (1) Sills or belt courses may project not over 12 inches into a required yard.
- (2) Roof overhangs, cornices, or eaves may project not over $\frac{1}{3}$ of the required yard provided ~~it~~ such structure does not exceed five feet; further provided that where the yard is less than five feet in width such projections shall not exceed $\frac{1}{2}$ the width of the yard.
- (3) Chimneys, fireplaces or pilasters may project not over two feet into a required yard.
- (4) Awnings may be placed over doors or windows in any required yard, but such awnings shall not project closer than one foot to any lot line.
- (5) Fire escapes, stairways and balconies which are unroofed and unenclosed may project not over five feet into a required rear yard, or not over three feet into a required side yard.
- (6) Retaining walls, and steps are permitted in waterfront yards provided that said structures may not extend in height above the finish grade elevation of the principal building lot, and ~~extend no closer than five feet from side lot lines~~ adhere to the standards set forth in Land Development Code Section 98-87.
- (7) Excessive use of lighting shall be considered a yard encroachment. Exteriors may be used to illuminate property for safety purposes and for temporary holiday events but may not be used to advertise, draw considerable attention to or cause adjacent properties to be unable to utilize said property in a manner that is consistent with the neighborhood.

(d) *Temporary buildings.* Temporary buildings used in conjunction with a specific project development, including those employed for models, sales, and construction work may be allowed in any zoning district, when approved by the building official in conjunction with an active building permit for which the temporary building is needed and being used. Such buildings shall be removed at the time of project completion. No other such temporary buildings may be considered. Temporary buildings may not be located in a required setback.

(e) *Use of premises without buildings.* No lot or parcel may be occupied for a permitted use without a principle structure and attendant improvements first being constructed. For the purpose of erosion and upland control, tidal flood barriers are exempt from this requirement.

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

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

Upland stem wall. (See “retaining wall”)

(d) Standards and design criteria for docks, mooring facilities, and other water-dependent structures.

(1) *Docking facility general standards.*

c. No dock, mooring structure, or water-dependent accessory structure shall be permitted on a property that does not have a principal structure with a certificate of occupancy.

e. When no seawall exists, the dock shall have a minimum height of four feet as measured from the mean low water line to the top of the dock. When a seawall exists, the minimum elevation of any dock constructed prior to 2035 shall be four feet five feet NAVD88 provided they are designed and constructed to accommodate a minimum elevation of five feet NAVD88 by January 1, 2050. Notwithstanding the foregoing, docks may include appurtenances at elevations less than 4 feet NAVD88, such as lower levels containing steps or ramps, provided the majority of the dock affixed to the land at which it belongs adheres to the minimum elevation as required by this provision.

(2) *Docking and mooring standards.*

Table A: Dock and Boat Lift Setbacks

WATERFRONT TYPE	Minimum dock side setback; lot frontage less than 100 feet in width	Minimum dock side setback; lot frontage greater than 100 feet in width	Maximum dock projection into the water	Minimum boat lift side setback; lot frontage less than 100 feet in width	Minimum boat lift side setback; lot frontage greater than 100 feet in width	Maximum projection for docks/boat lifts/mooring structures
----------------------------	--	--	--	---	---	---

Seawall-Tidally Influenced Properties						
Properties fronting water bodies less than 100 feet wide:	5 feet	5 feet	10% of the waterbody width	10 feet	25 feet	25% of canal width
Properties fronting water bodies greater than 100 feet wide:	5 feet	5 feet	10% of the waterbody width	10feet	25 feet	25% of canal width
Shorelines along intracoastal waterway:	5 feet	5 feet	20 feet or as permitted by the Army Corps of Engineers	10 feet	25 feet	25% of Intracoastal width or 30 feet whichever is more restrictive
Canal dead ends & properties with non-parallel waterfronts:	5 feet or 10% of the length of the waterfront lot line, whichever is less	5 feet	10% of the waterbody width	10 feet	25 feet	25% of canal width
Seawall-Nontidal Properties (Lots with no navigable access to a tidal waterway)						
Properties fronting water bodies with a width of less than 100 feet:5	feet	5 feet	10% of the waterbody width	10 feet	25 feet	25% of canal width
Properties fronting water bodies with a width of 101 feet to 199 feet:	5 feet	5 feet	10% of the waterbody width	10 feet	25 feet	25% or 25 feet whichever is more restrictive
Properties fronting water bodies greater than 200 feet:	5 feet	5 feet	10% of the waterbody width	10 feet	25 feet	25% or 50 feet whichever is more restrictive
Unaltered Waterfronts Mangrove Fringe						
Properties fronting water bodies less than 100 feet wide:	5 feet	5 feet	20% of the waterbody width	10 feet	25 feet	25% of canal width
Properties fronting water bodies greater than 100 feet wide:	5 feet	5 feet	20% of the waterbody width	10 feet	25 feet	25% of canal width
Canal dead ends & properties with non-parallel waterfronts:	5 feet or 10% of the length of the waterfront lot line, whichever is less	5 feet	10% of the waterbody width	10 feet	25 feet	25% of canal width

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

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

All side setbacks measured from bisecting lines.

(4) *Additional criteria; miscellaneous standards.*

- a. *Dock lighting.* Any light installed on or below a water structure shall not produce glare, shall not cause illumination in excess of 1.0 foot candles on any abutting residential property, and shall adhere to the outdoor lighting restrictions established in section 34-60 and the following design criteria:

2. Light source shall consist of yellow bug type bulbs not exceeding 25 watts (incandescent) or 4 watts (LED) or low-pressure sodium vapor lamps;

- b. *Tidal flood barriers and minimum elevations for coastal infrastructure within tidally influenced areas.*

13. The width of any seawall cap shall be no less than 18 inches and no greater than ~~30~~ 42 inches.

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

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

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

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

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

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

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1380

Agenda Date: 8/2/2022

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS", ARTICLE IV "SUPPLEMENTARY REGULATIONS", BY AMENDING SECTION 98-104 "SEPARATION REQUIREMENTS FOR ALCOHOLIC BEVERAGE ESTABLISHMENTS" OF THE CITY'S LAND DEVELOPMENT CODE TO PERMIT PACKAGE STORES AND BUSINESSES THAT ARE NOT CONSIDERED ALCOHOLIC BEVERAGE ESTABLISHMENTS WHO WISH TO SELL ALCOHOLIC BEVERAGES ON-SITE TO SUBMIT APPLICATIONS TO THE SPECIAL MASTER FOR A VARIANCE, SUBJECT TO CONDITIONS, FROM THE DISTANCE SEPARATION REQUIREMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for August 16, 2022

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Planning & Development Services department is proposing changes to the Land Development Code as it relates to alcoholic beverage establishments. Current Land Development Regulations related to alcoholic beverage establishments are restrictive and do not account for newer trends in retail/grocery and entertainment. City staff has reviewed Land Development Code Section 98-104, "separation requirements for alcoholic beverage establishments", and is recommending revisions that address these issues, which are as follows:

- **Package Stores:** City staff recognizes two new retail requests, which are grocery and retail stores seeking to sell alcohol and national retail package stores who are predominately seen as primary and secondary anchors to retail shopping plazas due to their size. In order to accommodate these requests and to ensure that these proposed new uses meet the requirements of this code section, City staff is recommending consideration of these uses as variance requests that would require approval from the Special Master pursuant to Section 98-116 of the Land Development Code.
- **Indoor recreation/personal service:** It is more and more popular for indoor recreation uses and personal services to offer alcoholic beverages as part of their appeal. The current definition of alcoholic beverage establishments would prohibit such uses from offering alcoholic beverages. City staff is recommending consideration of these uses as variance requests that would require approval from the Special Master pursuant to Section 98-116 of the Land Development Code.

Staff recommends amending Section 98-104, "Separation Requirements for Alcoholic Beverage Establishments" of the City's Land Development Code to permit package stores and businesses that are not considered alcoholic beverage establishments who wish to sell alcoholic beverages on-site to submit applications to the Special Master for a variance, subject to conditions, from the distance separation requirements. On July 7, 2022, the Planning and Zoning Board voted to recommend approval to the City Commission.

Recommendation

Staff recommends that the City Commission approve the proposed Land Development Code amendments.

ORDINANCE NO. 2022

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 “LAND DEVELOPMENT REGULATIONS”, ARTICLE IV “SUPPLEMENTARY REGULATIONS”, BY AMENDING SECTION 98-104 “SEPARATION REQUIREMENTS FOR ALCOHOLIC BEVERAGE ESTABLISHMENTS” OF THE CITY’S LAND DEVELOPMENT CODE TO PERMIT PACKAGE STORES AND BUSINESSES THAT ARE NOT CONSIDERED ALCOHOLIC BEVERAGE ESTABLISHMENTS WHO WISH TO SELL ALCOHOLIC BEVERAGES ON-SITE TO SUBMIT APPLICATIONS TO THE SPECIAL MASTER FOR A VARIANCE, SUBJECT TO CONDITIONS, FROM THE DISTANCE SEPARATION REQUIREMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

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

WHEREAS, pursuant to Section 98-104, “Separation Requirements for Alcoholic Beverage Establishments” of the City’s Land Development Code, no alcoholic beverage establishments shall be located within 1,000 feet from any other alcoholic beverage establishment; and

WHEREAS, staff recommends amending Section 98-104, “Separation Requirements for Alcoholic Beverage Establishments” of the City’s Land Development Code to permit package stores and businesses that are not considered alcoholic beverage establishments who wish to sell alcoholic beverages on-site to submit applications to the Special Master for a variance, subject to conditions, from the distance separation requirements; and

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

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

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

Section 2. Section 98-104, “Separation Requirements for Alcoholic Beverage Establishments” of Article IV “Supplementary Regulations” of Chapter 98 “Land Development Regulations” of the City’s Land Development Code is hereby amended to read as follows¹:

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

CHAPTER 98 LAND DEVELOPMENT REGULATIONS

ARTICLE IV. SUPPLEMENTARY REGULATIONS

Sec. 98-104. - Separation requirements for alcoholic beverage establishments.

- (1) No alcoholic beverage establishments shall be located within 1,000 feet from any other alcoholic beverage establishment.
 - (a) The distance between alcoholic beverage establishments shall be measured and computed by following a straight line from the nearest point of the existing building or structure, or part thereof, in which an alcoholic beverage establishment is located to the nearest point of the building or structure in which an alcoholic beverage establishment is proposed to be located.
 - (b) Distance separation requirements shall not apply if one (a) or both of the two (b) establishments is:
 1. An alcoholic beverage establishment within a hotel, motel, resort or convention center; or
 2. An alcoholic beverage establishment operated as part of a permitted outdoor event.
- (2) No alcoholic beverage establishment shall be located within 1,000 feet from any school, house of worship or child care center.
 - (a) For the purpose of determining the distance between alcoholic beverage establishments and houses of worship, schools, child care centers and other alcoholic beverage establishments, the applicant for such use shall furnish a certified survey from a land surveyor registered in the State of Florida, indicating the distance between the proposed establishment and any house of worship, school, child care center and any existing alcoholic beverage establishment.
 - (b) The survey shall indicate the shortest distance as measured and computed in the manner set forth herein.
 - (c) In case there are no houses of worship, schools, child care centers or existing alcoholic beverage establishments within the distances set forth herein, the survey shall so certify.
- (3) If the proposed establishment is to be located within a single building or structure containing multiple tenants, which includes an existing alcoholic beverage establishment, school, house of worship or child care center, the required distances shall be measured and computed by utilizing the main entrances of the proposed establishment and the existing alcoholic beverage establishment, school, house of worship or child care center therein.
- (4) Where an alcoholic beverage establishment is located in conformity with the provisions of this section, the subsequent locating of a house of worship, school or child care center within one 1,000 feet of the existing alcoholic beverage establishment shall not be construed to cause such establishment to be in violation of this article or to be considered a non-conforming use.
- (5) A Package Store may apply for a variance to the distance requirements of this Section to the Special Master in accordance with Section 98-116, provided that the following conditions are met:
 - (a) The package store is solely owned and operated by a retail or grocery store that shares a common wall with the Alcoholic Beverage Establishment, and the retail or grocery store

- has a floor plan that is greater than 5,000 square feet; and
- (b) The package store has a floor plan greater than 3,000 square feet and does not permit the sale of alcohol for consumption on site.
- (6) A business that has received a Certificate of Occupancy for a use that would not be considered an Alcoholic Beverage Establishment that desires to sell alcohol on site as part of its business plan, may apply for a variance to the distance requirements of this Section to the Special Master in accordance with Section 98-116, provided that the following conditions are met:
- (a) The sale of alcohol is for on-site consumption only and accessory to the primary use of the business; and
- (b) The sale of alcohol will not occur outside of the hours of operation for the primary use of the business; and
- (c) The business does not permit customers to bring their own alcohol for consumption on the premises (ex. a bottle club).

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

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

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

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

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

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

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1363

Agenda Date: 8/2/2022

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 50 "PARKS AND RECREATION" OF THE CITY CODE OF ORDINANCES, BY CREATING SECTION 50-115 "SMOKING PROHIBITED" TO PROHIBIT SMOKING AT PUBLIC BEACHES AND PUBLIC PARKS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for August 16, 2022

Voting Requirement

Commission to vote on Resolution

Background/History

Chapter 386, Part II of Florida Statutes, the Florida Clean Indoor Air Act, implements Article X, Section 20 of the Florida Constitution, which prohibits a person from smoking tobacco or using a vapor-generating electronic device in an enclosed indoor workplace, with certain exceptions.

Current Activity

On June 24, 2022, the Florida Governor signed into law House Bill 105 ("HB 105"), which amends the Florida Clean Indoor Air Act to allow counties and municipalities to restrict smoking within the boundaries of any public beach or park, except for unfiltered cigars. Prior to the enactment of HB 105, Florida Statutes completely preempted the local regulation of smoking and did not allow counties or municipalities to regulate smoking. HB 105 became effective on July 1, 2022.

Recommendation

Staff recommends consideration and discussion by the City Commission on adopting this ordinance, amending Chapter 50 "Parks and Recreation" of the City Code to prohibit smoking at public beaches and parks.

ORDINANCE NO. 2022

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 50 “PARKS AND RECREATION” OF THE CITY CODE OF ORDINANCES, BY CREATING SECTION 50-115 “SMOKING PROHIBITED” TO PROHIBIT SMOKING AT PUBLIC BEACHES AND PUBLIC PARKS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, Chapter 386, Part II of Florida Statutes, the Florida Clean Indoor Air Act, implements Article X, Section 20 of the Florida Constitution, which prohibits a person from smoking tobacco or using a vapor-generating electronic device in an enclosed indoor workplace, with certain exceptions; and

WHEREAS, on June 24, 2022, the Florida Governor signed into law House Bill 105 (“HB 105”), which amends the Florida Clean Indoor Air Act to allow counties and municipalities to restrict smoking within the boundaries of any public beach or park, except for unfiltered cigars; and

WHEREAS, prior to the enactment of HB 105, Florida Statutes completely preempted the regulation of smoking and did not allow counties or municipalities to regulate smoking; and

WHEREAS, HB 105 became effective on July 1, 2022; and

WHEREAS, the City desires to prohibit smoking at public beaches and parks; and

WHEREAS, staff recommends the City Commission adopt this ordinance, amending Chapter 50 “Parks and Recreation” of the City Code to prohibit smoking at public beaches and public parks within the City.

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

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

Section 2. Chapter 50 “Parks and Recreation” of the City Code of Ordinances is hereby amended to read as follows¹:

Chapter 50 PARKS AND RECREATION

ARTICLE V. RULES AND REGULATIONS

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

Sec. 50-115. Smoking Prohibited on Municipal Beach and In Public Parks.

Smoking within the boundaries any municipal/public beach or public park within the City is prohibited to the fullest extent permitted under state law. Any person in violation of this Section shall be fined in an amount not exceeding \$100.

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

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

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

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

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

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

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK